

CFA LECTURER NUTS & BOLTS WORKSHOP

East Bay
Fall 2021



Everything you **need to know** but were never told by the CSU...

Resources



CFA Lecturers' Handbook:

https://www.calfac.org/wp-content/uploads/2021/07/lect_handbook_0719_web.pdf

Statewide CFA Lecturers' Council:

<https://www.calfac.org/council-of-lecturers/>

Contract (Collective Bargaining Agreement):

<https://www.calfac.org/2014-2021-contract>

Join CFA:

<https://www.calfac.org/join-cfa>

Resources



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Kevin Pina (Communication)

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Vibha Puri (Human Development & Sociology), unemployment expert

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Contract Extension



Contract extension through September 30, 2021:

<https://www.calfac.org/wp-content/uploads/2021/08/CFA-Extension-08.30.2021-signed.pdf>

COVID-19



MOU on COVID-19-Related Impacts:

<https://www2.calstate.edu/csu-system/faculty-staff/labor-and-employee-relations/Documents/unit4-apc/cfa-mou-on-covid-impacts-to-operations-06.05.2020-signed.pdf>

Preference for Available Temporary Work for AY 2021-22

Faculty on temporary appointments who are reappointed in 2020-21 at below their time base entitlement due to the lack of available work will be provided careful consideration up to their time base entitlement from 2019-20 in 2021-22.

Prior to new and additional work being offered to continuing part-time faculty on three-year and one-year appointments, faculty on temporary appointments in 2019-20 who are not reappointed in AY 2020-21 due to lack of available work will be provided careful consideration up to their time base entitlement from 2019-20 if work is available in 2021-22.

SALARY SCHEDULE

Full-time Monthly and Annual Salary

Class Title	Effective Date	Salary Range		
		Min	Service Max	Max
LECTURER - ACADEMIC YEAR				
A	07/01/2019	4,229 50,748	5,046 60,552	5,654 67,848
B	07/01/2019	5,046 60,552	6,335 76,020	11,197 134,364
C	07/01/2019	5,779 69,348	7,986 95,832	12,296 147,552
D	07/01/2019	7,276 87,312	8,762 105,144	12,880 154,560

Weighted Teaching Units (WTUs)



- The time base for part-time lecturers is normally found by dividing by 15 the number of WTUs taught during the semester or quarter



WTUs/Time Base



Semester/Quarter	Time Base
3 WTUs	0.20
6 WTUs	0.40
9 WTUs	0.60
12 WTUs	0.80
15 WTUs	1.0 (full time)

Entitlement



- After full academic year: a 1-year appointment with an entitlement time base equal to the previous academic year
- After 6 years in single department: a 3-year appointment with formal entitlement based on 6th year time base
- Entitlement is annual & tied to a department



Reappointment Rights of 3-year Lecturers (Article 12.12 & 12.13)



- Reappointment after 6 years in single department mandates a 3-year appointment
- Entitlement based on 6th year time base
- Subsequent 3-year entitlements based on time-base in 3rd of 3 years
- A cumulative evaluation, based on a 6 or 3 year cumulative assessment of satisfactory performance and no documented serious conduct problems



(12.29a) Assignment order at start of academic year: “1st bite of the apple”



- 1) 3-year full-time
- 2) Other multi-year full-time (rare)
- 3) 3-year part-time
- 4) Lecturers on department reemployment list
- 5) Other multi-year part-time (very rare)
- 6) Visiting faculty (subject to 12.32)
- 7) All other incumbents given careful consideration for classes



12.29a8: “the 2nd bite of the apple”



- i) 3-year part-time up to full-time (1.0)
However, a 1-year who is objectively determined to be demonstrably better qualified may be offered the work. (Note: possessing a higher degree is not sufficient evidence of being better qualified)
- ii) 1-year part-time Lecturers, up to full-time (1.0)
- iii) any other qualified candidate (this includes incumbent semester appointees and is first time a new Lecturer may be hired)



(12.29b) Assignment Order During Academic Year: “1st bite of the apple”



- 1) 3-year full-time
- 2) continuing other multi-year full-time
- 3) 3-year part-time
- 4) Lecturers on department reemployment list
- 5) 1-year full-time
- 6) continuing 1-year & multi-year part-time
- 7) visiting faculty (subject to 12.32)
- 8) all other incumbents given careful consideration



12.29b9: “the 2nd bite of the apple”



- i) 3-year part-time up to full-time (1.0)
However, a 1-year who is objectively determined to be demonstrably better qualified may be offered the work. (Note: possessing a higher degree is not sufficient evidence of being better qualified)
- ii) 1-year part-time Lecturers, up to full-time (1.0)
- iii) any other qualified candidate (this includes incumbent semester appointees and is first time a new Lecturer may be hired)



Personnel Action File (Art. 11)



- Your PAF is the official record of your accomplishments
- It is the official basis of “careful consideration” in hiring decisions
- It is your responsibility to verify the accuracy of its contents
- PAF is reviewed as part of periodic evaluation for lecturers eligible for a three-year appointment



Personnel Action File



- Your PAF is in Academic Affairs (SA 4300) or is electronic
- Contact Linda Dobb:
linda.dobb@csueastbay.edu
- You have the right to add appropriate information to your PAF, including non-official evaluations and letters from students, so long as they are not anonymous
- You must be given a copy 5 days before any item is placed in your PAF (11.4)



Grievance Procedure (Art.10)



- 2 tracks: Contractual and statutory
- Both have 42 day deadline from time of “violation”; contact your Chapter faculty rights team sooner rather than later



Contract Grievances



- Based on violation of Collective Bargaining Agreement (CBA)
- Level 1 (campus), Level 2 (Chancellor's office); can go to arbitration if CFA agrees to arbitrate the grievance



Statutory Grievances



- Does not have to be linked to specific contract violation
- Is heard before a three-member faculty hearing committee
- If committee denies the grievance and the President concurs, the decision is final
- If committee sustains the grievance and the President rejects, the grievance can be arbitrated
- If committee sustains the grievance and the President agrees in part and disagrees in part, issues with which the President disagrees can be arbitrated



Benefits (Article 32)



- Lecturers & coaches in an academic year classification who are appointed for at least 6 state-support* WTUs (0.4 time base) for one semester are eligible to receive the same benefits as do faculty working full-time in the CSU

* Classes offered through extension do not earn units towards benefits, SSI raises, entitlement, nor do they earn CalPERS service credit



Benefits



- Medical coverage
- Delta Dental enhanced coverage (no premium)
- VSP vision coverage (no premium)
- Life insurance (no premium)
- Disability insurance (no premium)



Benefits



- You must sign up at Human Resources or the Benefits Office
- It must be at beginning of appointment or during open enrollment
- You can combine units from multiple departments and even campuses



Flex Cash

- If you don't need to make use of medical:
\$128 more in pay
- If you don't need to make use of dental:
\$12 more in pay
- Your other coverage (i.e., spouse or partner)
cannot be CalPERS



Fee Waiver Program (Art. 26)



- Available to lecturers with 3-year appointments and coaches with at least 1 semester or 2 quarters of work for 6 consecutive years
- Eligible to waive certain CSU fees for 2 classes or 6 units per term
- Transferable to spouse, partner, children at any CSU campus



Retirement & Pension



- Until in CalPERS: 7.5% of gross goes into a defined contribution account (PST)
- 855-616-4776
- <http://www.SavingsPlusNow.com>
- No employer contribution
- No Social Security deductions



CalPERS Pension



- To gain membership in CalPERS you must teach at least 7.5 WTUs (0.5 time base) for 3 consecutive semesters or 4 consecutive quarters
- Unlike entitlement or SSIs, this does not have to be done in a single department or even a single campus
- Membership is gained in the 3rd semester 4th quarter



CalPERS Pension



- 5% of gross deducted from employee (if in CalPERS by 12/31/12; 6.5% if 1/1/13 or later)
- There is also an employer contribution
- Social Security deductions; therefore eligibility for SS pension in addition to a CalPERS defined benefit pension
- Eligible for life-long medical and dental after retirement for you and spouse or domestic partner and any dependent children up to age 26



Unemployment Insurance Benefits



- All lecturers **with contingent appointments** are legally entitled to UI benefits every term break
- Based on 1989 Cervisi decision and EDD statute 1253.3g which legally defines “reasonable assurance of work”



Unemployment Insurance Benefits



- You do not have “reasonable assurance of work” if appointment is contingent on budget, enrollment, or program changes
- Article 12.4 and 12.5 establish the contingent nature of part-time appointments
- Our appointment letters have start and end dates, and specify the contingent nature of our appointments



Unemployment Insurance Benefits



- See the CFA Lecturers' Handbook (pages 24-28):
https://www.calfac.org/wp-content/uploads/2021/07/lect_handbook_0719_web.pdf
- See the Unemployment Rights Supplement Guide:
https://www.calfac.org/wp-content/uploads/2021/07/unemployment_rights_supplement_guide_2019.pdf
- Attend Chapter EDD Workshops, when available



Paid leaves

- Sick leave
- Bereavement leave
- Parental leave
- Sabbatical & Difference in Pay Leave
(full-time Lecturers only)
- Personal Holiday
- Jury duty, voting, or at campus
President's discretion: emergency
leave



Sick Leave (Article 24)



- Sick leave: 8 hours gained for every monthly pay period at full-time
- Pro-rata if part-time
- CSU must keep you informed of accrued sick leave
- Unused sick leave transforms into CalPERS service credit at retirement
- If more than 10 month break in service, you lose accumulated sick leave

- Check sick leave balance at:

<https://www.csueastbay.edu/myhr/>



Personal Holiday (Art. 33)



- You're entitled to one paid personal holiday per calendar year
- Scheduling of this day must be by mutual agreement with chair or appropriate administrator
- Can be taken for any reason
- Use it or lose it; cannot be rolled over



Range Elevation



- Range elevation represents a minimum 5% increase in salary and movement from one range to the next.
- To be eligible for range elevation you must be at or above the SSI max for your current range, and have been in that range for at least 5 years
- There **MIGHT** be another mechanism for eligibility for range elevation; we do **NOT** have this yet



Range Elevation



- Eligible lecturers must be notified at least 30 days prior to due date for materials (Art. 12.18)
- Criteria for range elevation shall be appropriate to lecturer work assignments (Art. 12.19)
- SLO arbitration win clarified: neither research nor terminal degree required for range elevation (if not part of assignment)
- Denials shall be subject to appeal before a 3-member faculty committee, whose decision is final (Art. 12.20)



Bargaining



We are currently bargaining a better contract.

Bargaining proposals and updates are available here:

www.cfabargaining.org

Join CFA:

<https://www.calfac.org/join-cfa>