**CFA** LECTURER NUTS & BOLTS WORKSHOP

East Bay Spring 2022





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

# Resources

CFA Lecturers' Handbook: <u>https://www.calfac.org/wp-</u> <u>content/uploads/2021/09/lecturers\_handbook\_0719\_web.pdf</u>

Statewide CFA Lecturers' Council: <u>https://www.calfac.org/council-of-lecturers/</u>

Contract (Collective Bargaining Agreement): https://www.calfac.org/wp-content/uploads/2022/04/2022-2024-CBA-FINAL.pdf

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

# Resources

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## **SALARY SCHEDULE**

#### Full-time Monthly and Annual Salary

Note: The raises from our contract ratified in February are NOT reflected here.

Class Title	Effective Date			Salary Range
LECTURER - ACADEMIC YEA	JR.	Min	Service Max	Max
A	07/01/2019	4,229 50,748	5,046 60,552	5,654 67,848
в	07/01/2019	5,046 60,552	6,335 76,020	11,197 134,364
с	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



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: "1<sup>st</sup> 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





- 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: "1<sup>st</sup> 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





- 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: <u>linda.dobb@csueastbay.edu</u> OR
- Sophie Bloch:
- Sophie.rollins@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 49 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 CaIPERS 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





- 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
- <u>http://www.SavingsPlusNow.com</u>
- 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 CaIPERS 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 CaIPERS 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

#### **Paid leaves**



#### Sick leave

- Bereavement leave
- Parental leave: 30 days maximum
- 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.
- > Two ways to be eligible:
- I. 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



#### **Range Elevation**

• 2. Additionally, in Academic and Fiscal Years 2021/22, 2022/23, and 2023/24, lecturers and temporary librarian faculty unit employees with six or more years Full Time Adjusted Service (FTAS) in their current range shall be eligible to apply for range elevation. For each Academic or Fiscal Year, FTAS is defined as the average Full Time Equivalent (FTE) over the Academic or Fiscal Year, divided by 0.8, up to a maximum of 1.0 for the year.

## **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)



- 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 specify the contingent nature of our appointments





- 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**



See the Unemployment Rights Supplement Guide: <u>https://www.calfac.org/wp-</u> <u>content/uploads/2022/04/REVISED-</u> <u>unemployment\_rights\_supplement\_guide\_2019.pdf</u>



#### Join CFA!

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