



CALIFORNIA FACULTY ASSOCIATION

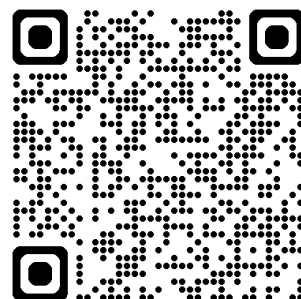
LECTURERS' HANDBOOK

2022-2025

WWW.CALFAC.ORG

Please see the CFA Lecturers' Council website for updates on this handbook:

www.calfac.org/council-of-Lecturers/



This CFA Lecturers' Handbook provides a general discussion of the faculty contract. The contract itself is posted on the CFA website at www.calfac.org

To receive a printed copy of the contract
or to discuss the meaning of any of its provisions,
contact your campus CFA Lecturer Representative,
your local CFA chapter, or the CFA staff person on campus.
If you aren't yet a CFA member, join now at calfac.org/join

More information is available at www.calfac.org/Lecturers-council

WELCOME

This 2022-2025 edition of the CFA Lecturers' Handbook comes to you through the efforts of your California Faculty Association Lecturer colleagues. It will give you an overview of your rights as a Lecturer faculty member in the California State University system, plus specific information on how to exercise and defend those rights.

This Handbook does not contain the entire Collective Bargaining Agreement between CFA and the CSU, but it does reference relevant provisions in order to offer authoritative information about a wide variety of situations a Lecturer may encounter while working for the CSU.

The Handbook also includes the results of some key grievance decisions, benefits provisions determined by statutes and by other agencies, and other rules and practices that structure our work environment.

As a convenience, the Lecturers' Handbook is available online from the CFA Lecturers' web pages at www.calfac.org/lecturers-council.

By staying informed and working together, we can build a Lecturer community that supports our chosen work and protects the quality of our professional lives.

In Solidarity,

Charles Toombs, CFA President

Antonio Gallo, CFA Associate Vice President for Lecturers-South

Meghan O'Donnell, CFA Associate Vice President for Lecturers-North



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California Faculty Association Lecturers' Council

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

Quick Links:

CFA Pocket Calendar:

<https://www.calfac.org/resources/pocket-calendar/>

Council for Anti-Racism and Social Justice:

<https://www.calfac.org/council-for-racial-social-justice/>

Contract:

<https://www.calfac.org/contract-2022-2025/>

Find Your Chapter:

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

1. Lecturers in the CSU

About the CSU

The California State University (CSU), the largest four-year higher education system in the nation, comprises 23 campuses that serve all regions of the state. Its educational programs grant its students degrees, credentials and certificates in the liberal arts and sciences, as well as in certain applied fields and professions. Though it awards some terminal degrees, including in limited doctoral programs, the CSU is dedicated primarily to undergraduate education.

The CSU enrolls some 480,000 students. Approximately 29,000 faculty members engage in teaching, research, creative activities, and service to the community. Lecturers are over 59% of the faculty on most campuses and in the system as a whole.

As a state-supported institution, most, but not all, funding for the CSU comes from the State of California. The governor and the legislature of the state exercise considerable influence over the CSU through the annual budget process and through the appointment of the members of the CSU Board of Trustees.

The Board of Trustees appoints the Chancellor to whom all campus presidents report. The Chancellor's Office, located in the City of Long Beach, also serves as the headquarters for the Board of Trustees and for the statewide CSU Academic Senate.

At the campus level, faculty participate in shared governance through campus senates, which typically include staff and student representatives as well. Campus senates are advisory to campus presidents, who may or may not adopt senate policy recommendations. The statewide CSU Academic Senate is a recommending and consultative body to the Chancellor.

For additional information on the CSU and the statewide CSU Academic Senate, consult www.calstate.edu.

CFA: A Brief History of Our Faculty Union

In the early 1980s, after more than a decade of competition among several faculty unions, CFA emerged as the exclusive bargaining representative for Unit 3, which is all CSU faculty, including Librarians, Coaches and Counselors.

In 1978, the state legislature passed the Higher Education Employer-Employee Relations Act (HEERA), which enabled the CSU faculty to elect a systemwide collective bargaining representative. The faculty's overwhelming support for collective bargaining was prompted by concerns about eroding salaries, increasing bureaucratization of the CSU, and the need for an advocate committed to quality higher education.

In 1982, after two narrow elections in which 85% of the faculty voted for some form of collective bargaining, CFA was chosen by CSU faculty as the exclusive bargaining agent for the faculty and the union was certified by the Public Employment Relations Board (PERB). Soon thereafter, CFA became the California Faculty Association and added an affiliation with the Service Employees International Union (SEIU).

Lecturers played an active role in both unions and in both elections. We have become an important constituency in CFA, which guarantees special representation to Lecturer members in union affairs and governance. For example, the CFA Bylaws call for specific Lecturer representation at the CFA Assembly (which is the statewide governing body and direct representative of members), among the statewide CFA Officers (of which two are the AVPs of Lecturers), on the Board of Directors (BOD) (which oversees the governance and carries out the policies of CFA), and on all statewide committees (such as Political Action/Legislation, Representation, and Membership & Organizing).

To adequately address the concerns of Lecturer faculty during contract negotiations, Lecturer Representatives sit on the CFA Bargaining Team and the Contract Development/Bargaining Strategy Committee (CD/BS). At times, Lecturers have chaired CFA committees, including the CD/BS Committee. Lecturers serve in leadership roles at every level of CFA statewide leadership, including the Board of Directors, Council for Racial & Social Justice, and Council of Presidents.

At the campus level, a CFA executive committee or board provides leadership and advocacy for all faculty members and includes a Lecturer Representative as one of the chapter officers and voting members at CFA assemblies. Information about local chapters is available from their websites, which can be found at www.calfac.org/campus-cfa-chapters

To bargain contracts and protect faculty rights under the Contract, CFA is funded by faculty who are CFA members. The union has the legal duty, known in labor law as the “Duty of Fair Representation,” to represent all faculty fairly. From the outset, CFA has fulfilled its duty with hard work and dedication, much of it by volunteer faculty activists, including Lecturers.

For more information on HEERA, see www.perb.ca.gov/laws/heera.asp

For information on the 1981 PERB decision to place both tenure-line and Lecturer faculty in the same collective bargaining unit (Unit 3), see: www.perb.ca.gov/decisionbank/pdfs/0173h.pdf.

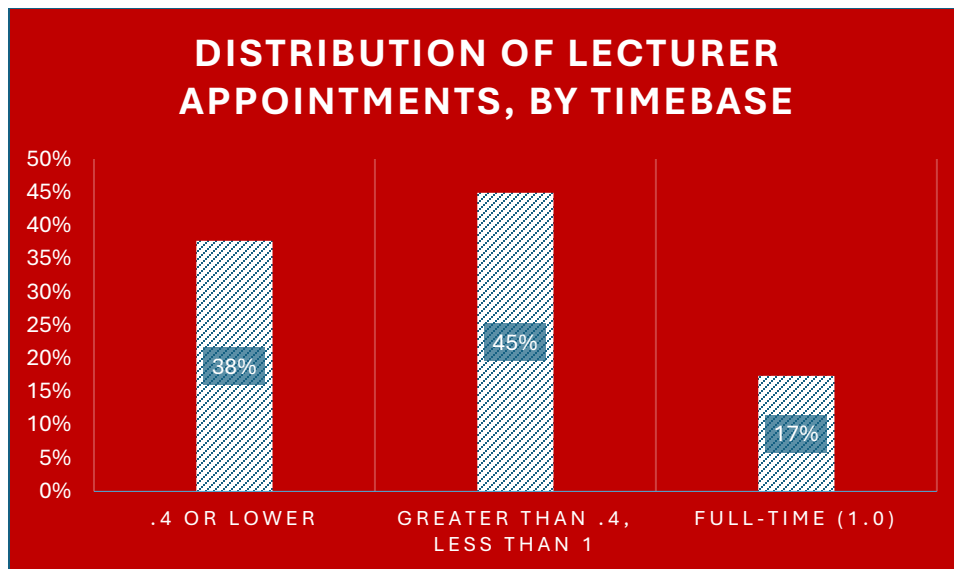
Refer to Appendix A of this Handbook to see excerpts of the relevant CFA Bylaw provisions on Lecturer representation and roles in the union’s governance structure.

Who Are Lecturers?

Lecturers currently constitute over half of the approximately 29,000 CSU faculty. Employment data from recent years suggests important trends in the employment of Lecturers within the CSU. Since the budget cuts in the 1990s, the proportion of Lecturers relative to all CSU faculty has been increasing steadily, from about 37% in November 1991 to over 55% at present, reflecting a nationwide trend.

Lecturers are faculty who have term appointments that range from one quarter or semester to several years in length and that are usually conditional on budget and enrollment. Faculty appointed as three-year full-time Lecturers have unconditional appointments. Because all Lecturers have temporary, non-tenure-track appointments, the CBA refers to Lecturers as “temporary faculty.” On some campuses and in many departments, Lecturers outnumber tenured and tenure-track faculty by a considerable margin.

The time base at which Lecturers are employed is also critical because, among other things, it determines eligibility for health and retirement benefits. (See Part 4: Compensation.)



Another important aspect of Lecturer employment is the large number of Lecturers who, despite their nominal “temporary” status, work in the CSU system for long periods of time. Available data indicates that over half of all current Lecturers were first appointed more than five years ago, and a cohort of Lecturers (around 11%) was first appointed over 20 years ago. Thus, the CSU depends on many of the same Lecturers year after year though, in bargaining, the CSU administration often resists proposed improvements in Lecturer job security.

Rich Moser, a former Associate Secretary of the American Association of University Professors, has analyzed the trend toward the replacement of tenure-line faculty by temporary or “contingent” faculty across the United States and Canada. In his article entitled, “The New Academic Labor System, Corporatization, and the Renewal of Academic Citizenship,” Moser explains this replacement of tenure-track by non-tenure-track faculty as central to the corporatization of the university and, thus, as a threat to academic freedom.

The most striking symptoms of corporatization are:

- Concentration of university resources on areas where wealth is created;
- Marginalization of the liberal arts and all areas of research not conducive to the creation of wealth;
- Increase in corporate funding and control over academic research;
- Entitlement of the corporate sector to new ideas and technologies developed at public cost;
- Privatization and outsourcing of university functions and jobs from food services to bookstores to instruction;
- Increase in authoritarian governance practices;
- Rise in tuition and debt loads for students;
- Stagnant wages for tenure-line faculty and poverty wages with low or no benefits for all other university workers.

In spite of the considerable obstacles and little support from the CSU administration for the professional development of over half the faculty, most Lecturers exhibit a profile very similar to that of tenure-line faculty. Many have terminal degrees, do research and/or creative work, publish, participate in conferences, develop new courses, remain current in their fields, advise students, and carry out important community service. As reported in the 2006 AAUP Contingent Faculty Index:

The central problem of contingent academics is not the people who fill these positions, as they are most often able teachers and scholars forced into these positions by the structure of academic employment. The problem lies in the nature of contingent work, its lack of support structures and the constraints on academic freedom for faculty in these positions. (Page 6, John W. Curtis & Monica F. Jacobe)

AAUP's March 2023 findings also show that women and underrepresented minority (URM) faculty members in U.S. higher education held part-time and contingent appointments in greater proportions than men and non-URM faculty members in fall 2021. To see a summary of the findings, visit <https://www.aaup.org/article/data-snapshot-tenure-and-contingency-us-higher-education>

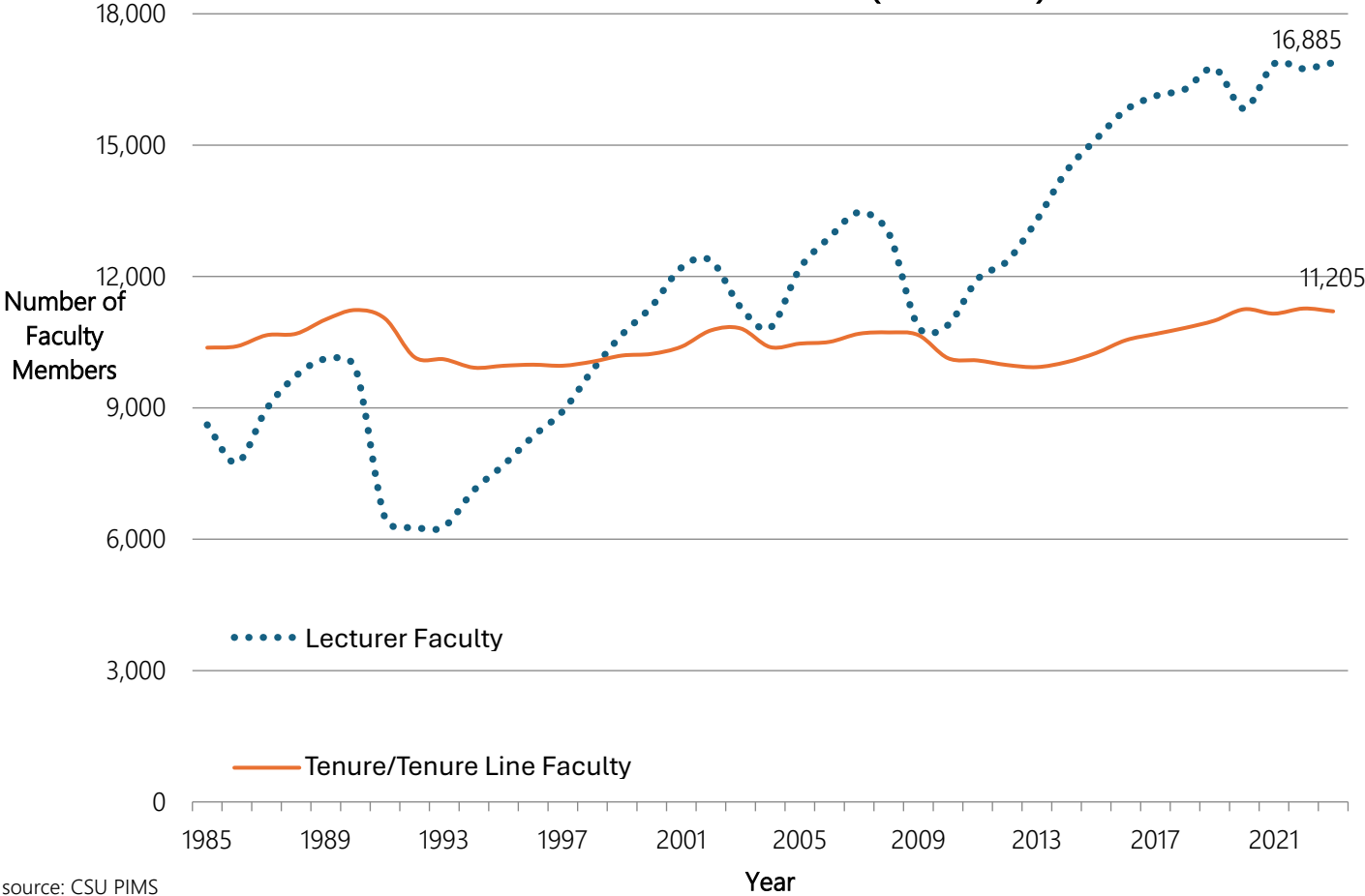
In an effort to improve our physical, economic, and intellectual conditions of work, Lecturers have become increasingly involved in CFA and on statewide and campus senates. As a result of Lecturer organizing and participation in CFA, in the 2002-2005 Contract we won the right to three-year appointments and in subsequent agreements have enhanced and clarified appointment rights. Lecturers who have taught at least one semester or two quarters for six consecutive years in a single department receive three-year appointments as long as there is work available for which they are qualified.

Initial and roll-over three-year appointments are issued automatically to eligible Lecturers with satisfactory periodic evaluations and a satisfactory six- or three-year cumulative evaluation. In addition to the three-year appointment there is a "Preference for Available Temporary Work" requiring that "new or additional work" be offered first to three-year part-time Lecturers, and then to one-year part-time Lecturers, before new Lecturers may be hired.

This presumption of reappointment and opportunities for Lecturers to increase their time base up to full time significantly enhances employment stability for CSU Lecturers. The improvements in Lecturer working conditions sought by CFA in contract negotiations reflect the union's position of resistance to the central administration's efforts to corporatize the CSU. (See Part 3: Employment for more specifics on Lecturer appointment rights and evaluation procedures.)

For an overview of faculty who are tenured/tenure-track versus temporary see charts on following pages.

CSU Instructional Faculty [Headcount]: 1985 to 2023 (Fall Term)



source: CSU PIMS

2. Membership and Organizing

Lecturer faculty are an important part of CFA and have played a significant role in contract campaigns. Yet, Lecturers are still under-represented in CFA membership. Other contingent faculty in higher education—many teaching with no access to union representation—look to the Contract as a model of what can be accomplished.

A good contract is not enough. Lecturers in the CSU still have a precarious employment situation, and the difficulties they face in their own professional life are part of a crisis throughout higher education. In its report on Contingent Appointments and the Academic Profession, the AAUP emphasizes that the nationwide trend of increasing the proportion of non-tenure-track faculty erodes the profession as a whole. The report considers this erosion in terms of its effects on tenure-track and non-tenure-track faculty.

For non-tenure-track faculty, the key problems are lack of recognition and equity (not only economic, but also in terms of respect and status), loss of “integrity of faculty work,” diminished academic freedom, and lack of opportunities for professional development and involvement in faculty governance. In short, non-tenure-track faculty are routinely denied full citizenship in the academy. See www.aaup.org/report/contingent-appointments-and-academic-profession

As a Lecturer in the CSU, you are a member of bargaining Unit 3 and thus enjoy the benefits, including appointment, faculty status rights, and grievance representation, that are contained in the Collective Bargaining Agreement (CBA) negotiated by the California Faculty Association. To cover the costs of this representation, each CFA member pays union dues of 1.35% of the gross CSU Unit 3 salary.

There is an additional voluntary political action contribution (PAC) of \$10 per month (\$5 for gross monthly salary under \$2000) to support the electoral activity of the union. This voluntary PAC is crucially important since the Governor and State Legislature not only decide on funding levels for the CSU, but also pass bills that benefit our members.

Benefits of Membership

CSU faculty organized CFA in 1983 to give faculty the power to bargain a fair contract, protect our rights, and ensure our role in shared governance. Since then, through CFA, CSU faculty have made historic gains:

- better salaries
- defined-benefit pensions
- quality health insurance
- better working conditions
- increased state funding to provide quality education for our students

Other benefits of being a CFA member:

- Strength comes in numbers. Every CFA member means a stronger faculty voice for our concerns and allows us to negotiate the best possible contract.
- Unity helps us move forward as we protect our gains, especially in salaries, access to health insurance and pensions, our rights as faculty, and our job security.
- Relationship building. Membership and participation in CFA allows faculty to shape the union and build relationships across the CSU, public education, and California.
- Participation is at the core. We shape our union through involvement in our campus CFA chapters. We vote in elections for chapter leaders and delegates to assemblies where policy is set. We vote on ratification of contracts.

- Anti-racism and social justice are central to CFA's work and values. CFA promotes racial and social justice in our union and in our university, thereby challenging systems of racial oppression and social inequity.
- Shared governance and better academic policies mean CFA members work alongside the CSU Academic Senates, and we advocate for legislation and funding essential to our CSU.
- Through our members' work over the last several years, we negotiated statewide and campus MOUs concerning COVID-19 to safeguard faculty health, safety, and rights; bargained expansion of protections in our contract for Lecturers, coaches, and counselors; advocated for improved state funding for the CSU which preserved courses, class size, and faculty jobs; successfully lobbied the state employee pension fund (CalPERS) to remove investments from the two main companies running child migrant detention centers.

As a member, you also receive free membership in CFA's affiliate organizations:

- American Association of University Professors (AAUP) (Membership available on request)
- Service Employees International Union (SEIU)

For more information about member benefits please visit the CFA web site at calfac.org/cfa-member-benefits

All of these gains were hard fought and won by Lecturers and tenure-line allies sticking together and not letting CSU management divide us.

To become a CFA member, go to the CFA website at www.calfac.org/join-cfa

Getting Involved in CFA

Your role in CFA governance is paramount to shaping the hard-earned rights outlined in this Contract.

As CFA members and workers, we are committed to protecting one another from the exploitation of labor. Our goal is to ensure a safe and equitable environment to work in. We do this work with the recognition that oppressive patterns of racism, sexism, and ableism within our institutions impede our demand for a more equitable working place. Combating racism and social injustices is thus essential to breaking down barriers of inequality, as we struggle for the good of all workers. Refer to Chapter 4 of this Handbook to learn more about the anti-racism and social justice transformation of CFA, or visit www.calfac.org/issues/anti-racism-and-socialjustice

We urge you to join with other Lecturers as we continue our fight for stronger rights. Our Contract is a living document, and the actions of both parties (CFA and the CSU administration) can and do change its meaning and implementation.

When we, as Lecturers, insist on fair treatment and due process, we all benefit. CFA members pay dues that are only 1.35% of gross Unit 3 salary. This 1.35% helps protect and secure our current and future raises, Lecturer range elevation, our subsidized medical, dental, optical, life and disability insurance, plus our pensions, life-long healthcare, and grievance procedure.

If you are not yet a member, it is imperative to become a CFA member and join your Lecturer colleagues in strengthening and protecting our rights.

For information on how to join CFA and benefit from membership, refer to Part 9: CFA Membership in this Handbook or visit www.calfac.org/join-cfa

In this section of the Handbook, we want to discuss some specific ways in which you can become more involved in our union, thus expanding our rights on the job and building solidarity and community on campus.

Building Lecturer Networks

Joining together with your colleagues to build and extend the Lecturer network on your campus presents a personally rewarding and enjoyable way to become involved. Most campuses have a network, such as a local Lecturers' council or a special listserv, though some remain quite small.

However, even a small group of active Lecturers working together in their CFA chapter can make a big difference in the lives of hundreds of Lecturers on campus. Such a group can play an important role simply by gathering important information and communicating it to other Lecturers.

Information can indeed lead to increased power; the more informed Lecturers become, the better able we are to protect and expand our rights, including the right to participate in the academic life around us. Getting involved is easy—contact your campus CFA Chapter Lecturer Representative or a member of your CFA Executive Board, or attend the next CFA gathering on campus.

Additional information on Lecturer activities and organizing, as well as on CFA events, is available from www.calfac.org/ Lecturers-council and on your campus CFA chapter's own web page. Find it at www.calfac.org/campus-cfa-chapters

Participating in Your CFA Chapter

Every CSU campus has a CFA chapter that welcomes your ideas and involvement. Guiding the work of the various standing and ad hoc committees of each chapter is a group of active members who sit on the Executive Committee or Board. These meetings are open to all members.

The various chapter committees perform important practical functions. For example;

- The Faculty Rights Committee, for example, deals with the full range of problems faculty can face on campus and attempts to solve them before they result in full-fledged grievances. This committee deals with everything from incidents of hurt feelings to cases of egregious abuse of power. Since Lecturers comprise about half of the faculty on most campuses, this committee needs Lecturer participants and advocates. Faculty Rights Representatives will assist in the filing of grievances when the University violates the Collective Bargaining Agreement or otherwise violates established employment rights.
- The Membership & Organizing Committee is the recruitment of new members. This is an important function because, the more Lecturers who are members of CFA, the more power we Lecturers have at the bargaining table and at the state legislature in Sacramento.
- The Political Action/Legislative Committee deals with the local and state political scenes. The campus and statewide PA-Leg Committees, in concert with CFA's Government Relations Office in Sacramento, build alliances for CFA's causes in the state.

CFA chapters regularly communicate with members on campus through various means, such as newsletters, websites, fliers, and email. At the statewide level, the union sends out weekly email updates called CFA Headlines. Members with communication and computing skills are an asset to CFA, both at the statewide and chapter levels, since good communication is essential to an effective union.

Right to Participate in CFA Activities

The Higher Education Employer-Employee Relations Act (HEERA) and the CSU-CFA Collective Bargaining Agreement guarantee that faculty unit employees shall not suffer reprisals for participation in CFA activities (Article 6.16). If you believe that you are being discriminated against because of your union membership and/or activities, contact your CFA chapter president or Faculty Rights Chair immediately.

Many Lecturer activists actually find that there is an inverse relationship between CFA activism and

the employment insecurity felt by many Lecturers. The more active one becomes, the more secure one feels.

Shared Governance

Authentic shared governance plays an essential role in ensuring faculty voices are heard in critical university decision-making, particularly related to issues like curriculum, development and assessment of learning outcomes, evaluations, etc. Shared governance also plays a key role in ensuring faculty needs and faculty perspectives drive decision-making related to academic policy. As such, it is critical that ALL faculty be welcome to participate in shared governance, including Lecturer faculty.

The Academic Senate on each campus deals primarily with academic policy issues, whereas CFA negotiates with the CSU administration over salary and other terms and conditions of employment. Each campus has a constitution and bylaws that stipulates both the makeup of Academic Senate, as well as voting eligibility and other means of participation.

Constitutions and bylaws also define the “faculty” members eligible to run for senate positions. These governing documents vary greatly from campus to campus. Some extend senate service eligibility only to full-time Lecturers, while others are inclusive of part-time Lecturers. On some campuses there are designated Lecturer representatives and some allow Lecturer faculty to serve in any role within the Academic Senate, with some exceptions.

Given the essential role that Lecturers play in delivering CSU curriculum, and given that Lecturers across the CSU represent approximately half the faculty, it is essential that Lecturers be empowered to participate in Academic Senate.

If senates develop and recommend to presidents policies that fall within the scope of collective bargaining, the implementation of those policies is subject to negotiation with CFA. The more inclusive senates are of Lecturers, the greater the likelihood of campuses developing policies that protect and strengthen (rather than violate) the contractual rights of Lecturers.

Overcoming senate resistance to including Lecturers might seem formidable, but it is a worthwhile effort that has borne fruit on many campuses where Lecturers have organized and appealed to their senates for increased participation and representation.

Importantly, shared governance does not begin and end with campus senate representation. Critical work of shared governance also lives at the university, college, and department levels. Plainly, what shared governance structures do to form campus policy affect every Lecturer’s work—especially in the areas of curriculum, educational policies, budget, and faculty affairs. We encourage all Lecturer faculty to demand access to department meetings, and seek opportunities to participate in shared governance at every level of university governance.

Lastly, many campuses’ governance documents rely on definitions of faculty, as part of the criteria for faculty participation in department, college, and university wide meetings and committees. Our Collective Bargaining Agreement definition of the term “Faculty Employees” (Article 2.13) includes Lecturers, librarians, counselors and coaches and can be helpful in ensuring that campus definitions conform to the CBA. Furthermore, the American Association of University Professors (AAUP) policy on “The Inclusion in Governance of Faculty Members Holding Contingent Appointments” asserts that “both the protection of academic freedom and the requirements of academic responsibility apply not only to the full-time probationary and the tenured teacher, but also to all others, such as part-time faculty” (www.aaup.org/report/governance-inclusion), and recommends shared governance opportunities for those off the tenure track in order to achieve the desired goal of increased “equity among academic colleagues.”

CFA's Affiliation with American Association of University Professors (AAUP/AFT)

For over 90 years, in both the public and private sectors, the AAUP has advocated for the rights of all faculty and other academic professionals, as well as for the rights of the people to an education that contributes to the common good.

The AAUP's work includes providing assistance and advice to faculty and administrators; lobbying Congress and state legislatures; filing amicus briefs before federal and state courts; and supporting collective bargaining. The Association's 1940 Statement of Principles of Academic Freedom and Tenure is fundamental to the American professorate in general and has been widely endorsed by the academic community. The AAUP helps enforce these principles by, after thorough investigation and reporting, censuring the institutions that violate them.

The AAUP has been a leader in the effort to improve the working conditions of contingent faculty. Most significantly,

1. Providing data. AAUP provides annual reports on contingent faculty in higher education, which reports on the national distribution of faculty with and without tenure, including graduate student employees. (<https://www.aaup.org/report/contingent-appointments-and-academic-profession#:~:text=According%20to%20AAUP%20analysis%20of,47%20percent%20in%20fall%201987.>)

2. Recommending regulation dealing with contingent appointments. In 2006, the AAUP adopted as policy a new recommended regulation dealing with contingent faculty appointments, which was added as Regulation 13 to its statement on Recommended Institutional Regulations on Academic Freedom and Tenure. (See <https://www.aaup.org/report/recommended-institutional-regulations-academic-freedom-and-tenure>)

3. Adopting policy on job security and due process for contingent faculty. The 2003 AAUP policy statement, Contingent Appointments and the Academic Profession, is a visionary and pragmatic guide to stabilizing the profession, with recommendations that could be considered a "bill of rights" for contingent faculty. It was followed in 2010 by another groundbreaking report on Tenure and Teaching-Intensive Appointments. (See www.aaup.org/report/contingent-appointments-and-academic-profession and <https://www.aaup.org/report/tenure-and-teaching-intensive-appointments>)

4. Establishing a special committee. The Committee on Contingency and the Profession studies issues relating to contingent faculty, works to improve their conditions, and promotes their appointment into the tenure track. This committee also participates in coalitions that advocate on behalf of contingent faculty, such as the international grassroots Coalition of Contingent Academic Labor (COCAL).

Other Organizations Supporting Contingent Faculty

Coalition of Contingent Academic Labor (COCAL)

The international grassroots Coalition of Contingent Academic Labor (COCAL) is comprised of "adjunct" faculty from across the U.S., Canada, and Mexico and organizes a biannual conference. COCAL X took place in summer 2012 at the Autónoma de México (UNAM) in Mexico City. The 2014 conference was at John Jay College in New York, while the 2016 conference took place in Edmonton, Canada. COCAL XIII took place in San José, California in August 2018. CFA Lecturer activists participate as delegates to the conferences and serve as members of the COCAL International Advisory Committee, including Jonathan Karpf (San José State), Meghan O'Donnell (CSU Monterey Bay), and Judy Olson (Cal State Los Angeles).

COCAL maintains an active listserv with notices and discussion focused on contingent faculty and our profession. To subscribe to the COCAL listserv, also known as ADJ-L, go to adjl.org/mailman/listinfo/adj-l_adj-l.org

See the COCAL web site at cocalinternational.org





WELCOME TO OUR FACULTY UNION

The California Faculty Association is the collective bargaining representative for all faculty in the California State University. We represent more than 29,000 tenured, tenure-track, and lecturer faculty, counselors, librarians, and coaches at all 23 campuses.

Your membership strengthens us all. Join today at [calfac.org/join-CFA!](https://calfac.org/join-CFA)



WORKING TOGETHER FOR FACULTY

CFA members negotiate with CSU administration for the contract that covers our work. We also promote academic freedom and anti-racism and social justice efforts, uphold faculty rights, defend financial protections for faculty, and promote faculty participation in CFA and CSU governance.



ADVOCATING FOR OUR STUDENTS

As CSU faculty, we prepare future generations for careers in an array of fields, from education to engineering. CFA members advocate for students and for policies and practices that improve affordability and accessibility. Student learning conditions are faculty working conditions.



IMPROVING OUR UNIVERSITY

As a union, CFA members advocate for fairness on behalf of all faculty earning our living as educators. We invite you to join with us to protect and improve one of the greatest university systems in the world. Join CFA today! It takes just a minute to sign up: calfac.org/join-CFA.



3. The CFA Lecturers' Council

As a Lecturer in the CSU, you are entitled to the same representation from the California Faculty Association as any other faculty member. You also can draw on the campus CFA Lecturer Representative and the statewide CFA Lecturers' Council, as well as the resources of your campus CFA office, for information and support.

For a list of the CFA campus Lecturer Representatives, go to <https://www.calfac.org/council-of-Lecturers/>

To defend all of the benefits and rights CFA has bargained for Lecturers, it is vitally important for all Lecturers to become active members of CFA.

The Lecturers' Council meets regularly throughout the year, both virtual and in-person so that we can learn from one another, share problems and solutions, and, most importantly, build a network to support each other as colleagues.

Recognizing the key role of the Lecturers' Council, in 2008 the CFA Board of Directors recommended—and the CFA Assembly voted unanimously—to increase the number of Lecturer Associate Vice Presidents to two. Consequently, at present, three of the 10 statewide CFA officers are Lecturers.

We increased the number of Lecturers on the CFA Bargaining Team and on other CFA committees. Lecturers also became more involved in political action. For example, after 10 years of dedicated work, our lobbying efforts helped CFA to get a law passed that expanded Lecturer health benefits eligibility.

The Lecturers' Council uses expertise from within CFA and labor leaders outside CFA to train Lecturers in organizing techniques and faculty rights. We work together develop union-wide organizing and bargaining priorities to further Lecturer rights and Lecturer justice.

We have invited contingent faculty from other parts of the country, Mexico, and Canada to speak at our meetings.

The efforts of the Lecturers' Council, within CFA and beyond, seeks to build Lecturer power through activism and organizing, framed by our commitment to anti-racism and social justice in order to ensure a better CSU for all of us.

The slogan in a prior contract campaign and strike vote was “Unite to Win,” and Lecturers were a big part of the unified faculty that successfully bargained a contract that is good for everyone in the bargaining unit.

Restoring the link between classroom instruction and the university as a community helps to restore the “integrity of faculty work.” Serving in faculty governance is an opportunity to benefit all Lecturers on your campus, and to gain a greater sense of membership in the campus community. If your campus has designated or at-large Lecturer seats on the senate, or permits Lecturers to serve on university, college, or department committees, consider running. If your campus does not recognize Lecturer citizenship, consider lobbying to amend the faculty constitution.

The Lecturers on the CFA Lecturers' Council recognize that they are not just union members but also members of an academic community. The Lecturers' Council has worked hard to improve the professional lives of Lecturer faculty, but much more needs to be done.

Contact your Lecturer Representative at www.calfac.org/Lecturers-council and join with us in building the power not only to protect your working conditions but also to lobby for the policies and public funding needed to protect public higher education.

4. Anti-Racism and Social Justice Transformation of CFA

In Fall 2015, the California Faculty Association Board of Directors and the CFA Assembly passed a resolution “that the CFA leadership commence a program to develop a comprehensive approach towards anti-racism and social justice transformation that will address institutionalized racism in our union and move CFA towards its transformation.”

Over the next two years, CFA leaders and activists participated in the transformation of the union through trainings and conversations about systemic racism and the impact these beliefs have on CFA’s organizational values, policies, and practices.

As an integral part of this training, CFA centered anti-racism and social justice as part of its union mission. We developed a set of anti-racist and social justice principles that provide a framework to acknowledge racism in our union work and teaching environments.

Our principles also provide the tools to eradicate this unwanted behavior and set forth norms in order to exist as a racially just union. Go to www.calfac.org/guiding-principles to learn more about them.

The 10th Principle that addresses “fairness and justice” in faculty working conditions amplifies the concerns that affect most Lecturers in the CSU. Lecturer working conditions and the conflicts that arise are oftentimes connected to racial and civil rights issues such as pay inequities, glass ceilings, cultural taxation, gender biases, and racial discrimination. Often, Black, Indigenous, and people of color (BIPOC) are hired as Lecturers within the CSU. CFA supports BIPOC faculty on our campuses and in our union, and it is with this additional awareness that we move forward in adapting changes in our values and practices to make a stronger, more inclusive union.

The Council for Racial & Social Justice promotes and supports anti-racism & social justice in the CSU and CFA. To this end:

- The Council is committed to dismantling oppression based on Age, Ancestry, Caste, Color, Disability, Ethnicity, Gender, Gender Expression, Gender Identity, Genetic Information, Marital Status, Medical Condition, Military Status, Nationality, Race, Religion, Religious Creed, Sex, Sexual Orientation, Sex Stereotype, and Veteran Status. (Consistent with Article 16.1 of the Collective Bargaining Agreement). The Council’s responsibilities include being vigilant, assuming leadership, organizing, and taking action to ensure CFA’s goals toward the promotion of racially and socially just practices.
- The Council cultivates the ARSJ lens throughout our CFA work. The lens helps direct the creation of new initiatives within the organization. The Council also works diligently to promote Anti-Racism and Social Justice throughout the CSU.

Within the Council are nine identity causes. These are spaces Lecturer faculty are able to participate and get more involved in the ARSJ work of CFA. To find out more visit the Council for Racial and Social Justice’s website here: <https://www.calfac.org/council-for-racial-social-justice/>

The Council for Racial and Social Justice and CFA’s Anti-Racism and Social Justice Department has been hosting annual (previously biennial) Equity Conferences that offer CFA members a chance to connect for co-liberation. These events reflect the concerted efforts undertaken in the last several years to center Anti-Racism & Social Justice in all things CFA, beginning with the recognition that racism and white supremacy are institutionalized in our organization. Go to www.calfac.org/equity-conference to learn more about attending one or watching previous recordings.

In addition to the Equity Conference in 2015, CFA's Lecturers' Council initiated the first ever Lecturers' Shared Governance Conference. The inaugural conference brought lecturer activists and allies to CSU East Bay to engage issues around shared governance, academic freedom, and other areas of concern for lecturer faculty in the CSU. Following the success of that first conference, the council would host a Shared Governance Conference biennially, alternating between northern and southern CSU campuses.

However, as the conference grew, so did its focus and themes. It became clear lecturers needed to broaden the scope of the conference to reflect the various racial and social justice issues facing contingent faculty across higher education. In 2019, AVP Lecturers North, Meghan O'Donnell, and AVP Lecturers South, Leslie Bryan, proposed a renaming of the conference to better encompass the expanded focus of lecturer issues beyond shared governance. The council decided to rename the conference to more explicitly center social justice, anti-racism, and equity, thus the Lecturers Justice Conference was born. Although COVID shutdowns led to the conference being put on hold, the council has renewed the call for host campuses to bring the Lecturers Justice Conference back to its regular biennial rotation amongst CFA statewide events. For more information about the Lecturers Justice Conference, please be in touch with your chapter's Lecturer Council representative.



We also have four anti-racism workshops to train new leaders in the union on anti-racism and social justice issues. They are:

- Interruption: An Anti-Racism Workshop
- Understanding Privilege
- Unconscious Bias
- Critical Race Theory

Across the 23 CSU campuses, faculty (as well as administrators) have participated in these workshops uncovering their own unconscious biases, leading them to make better decisions on hiring/search committees, on RTP committees, and in Range Elevation decisions. These decisions help transform faculty work environments, helping to end discrimination, hostility, and unconscious preferences. These workshops are available on all 23 campuses. For more information or to sign up, visit www.calfac.org/workshop-request-form

CFA's Principles of Anti-Racism and Social Justice Transformation

- We are a strong social justice organization, but we can be even stronger.
- We intentionally center Anti-Racism as part of our mission.
- We acknowledge that even WE in CFA are part of the problem of racism.

- We acknowledge that WE can be part of the solution by being intentionally committed to addressing it.
- We engage in courageous conversations about racism and discrimination, in order to transform our union.
- We adopt changes in organizational values, policies and practices consistent with principles of anti-racism and social justice.
- We become a more inclusive Union by focusing on adopting and adapting the principles of anti-racism, social justice, and equity to our union and employment work.

5. The Collective Bargaining Agreement

The terms “CBA” (Collective Bargaining Agreement) refers to the statewide Contract negotiated between CFA and the CSU. The Contract for the faculty (Unit 3) describes the terms and conditions of employment for all faculty.

In the CBA, full-time non-tenure-track and part-time non-tenure-track faculty are often referred to as “Lecturers” in the salary schedule and as “temporary faculty unit employees” (either part time or full time) within the body of the document. Coaches, Counselors, and Librarians can also be non-tenure-track.

Since the early 1980s, CFA Lecturers have worked to actively defend our rights and improve our employment conditions. The improvements in recent Contracts build upon gains in previous contracts and upon ideas, discussions, participation, and activism of Lecturers in the collective bargaining process over the years. Following are some key historical improvements, items that will be discussed in some detail later in this Handbook.

The first CFA-CSU collective bargaining agreement (1983) laid the foundation for Lecturer appointments, which are based on the following provisions:

- Departments must maintain lists (or pools) of Lecturers who have been evaluated previously and provide these Lecturers with “careful consideration” for subsequent appointments.
- Lecturers appointed to a similar assignment in the same department in consecutive academic years must receive the same or higher base salaries as previously. The “similar assignment” language is the basis of the notion that Lecturers have an entitlement to a certain time base when they are rehired.

Negotiations of subsequent contracts have resulted in the following advances:

- Part-time Lecturers who are re-hired after two semesters or three quarters of consecutive employment within an academic year must receive one-year appointments at the same time base (number of units) as that of the previous year, if there is sufficient work available. The one-year appointment and the time-base entitlement not only provide greater job stability for Lecturers but also help many part-time Lecturers qualify for health and retirement benefits.
After teaching one semester or two quarters in each of six consecutive years in a department, Lecturers receive three-year appointments at their current time-base entitlement. Initial and roll-over three-year appointments are issued automatically to eligible Lecturers who have received a satisfactory cumulative evaluation and have no documented serious conduct problems. Entitlements in subsequent three-year appointments are determined by the time base during the third and final year of the previous appointment.
- Lecturers seeking three-year appointments will be evaluated on their cumulative work performance during the qualifying period (six years for initial appointments, three years for repeating appointments), protecting against a negative evaluation based on insufficient evidence.
- If there is no work available to satisfy a Lecturer’s time-base entitlement during any academic term of a three-year appointment, the Lecturer continues to maintain the entitlement for the duration of the three-year appointment.
- Lecturers with three-year appointments have the right to be placed on a department reemployment list under the following circumstances:
 - if at the end of a three-year appointment there is no work available, or there is no work available to support an initial three-year appointment, or
 - if a Lecturer has a zero time base during the third year of an appointment, or
 - if during the course of a three-year appointment the Lecturer is laid off pursuant to the layoff article.
- Lecturers are given their assignments according to a “Preference for Available Temporary Work” outlined in Article 12.29 of the Collective Bargaining Agreement.

- Lecturers must be compensated for all work assigned, including work in excess of full time (15 units). In the past, Lecturers were not guaranteed payment for a 16th unit. CFA won this right in the 2014-2017 CBA.
- Lecturers in the CSU receive General Salary Increases (GSIs) at the same percentage level as tenure-line faculty, a notable exception to the experience of most contingent faculty.
- Lecturers who have been in their range for five years and are at the SSI maximum for that range have the right to apply for a Range Elevation, that is, to move from Range A to B, B to C, or C to D.
- Lecturers possessing terminal degrees appropriate to teach in the discipline must be appointed in Range B or higher.
- If prior to the third class meeting, a class is cancelled or if the Lecturer is bumped from teaching a class by someone with higher preference for work, the Lecturer will be paid pro-rata for the portion of the course since the official start date of that term. If a Lecturer loses a class for any reason after the third class meeting, the Lecturer will be paid in full for the class.

6. Employment

Your Employment Records

CFA recommends that Lecturers keep a carefully maintained file of documents pertaining to their employment in the CSU. In order for CFA to help protect your rights, it is critical that you stay informed about your employment status. Important documents to consult include your original appointment letter.

The following information is important to keep for your records:

- All your appointment letters;
- Date of your first Lecturer appointment;
- Date of your most recent hiring and/or duration of your current appointment (semester, quarter, academic year, or multiple year);
- The time base for your current appointment;
- The total cumulative number of weighted teaching units (WTUs) you have taught for your department or equivalent unit;
- Your current salary range (A, B, C, D);
- Your current salary (and your full-time equivalent base rate if you are part-time);
- The total number of units you have taught for your department or equivalent units since you received a service salary increase (SSI) or a Range Elevation.

Appointment Letter (Article 12)

A Lecturer's terms of employment are specified in the appointment letter. Official notification of an appointment shall include: the beginning and ending dates of appointment, classification, time base, salary, assignment, and other conditions of employment. Since the appointment letter indicates the specific period of employment, it also serves as the notice of termination.

Unfortunately, Lecturers often do not receive appointment letters until after the term begins, especially in the fall of the academic year. If you are not provided with this letter, request it from your department chair.

It is important not to confuse the appointment letter with the Contract. The appointment letter states terms specific to the individual Lecturer. The Contract or Collective Bargaining Agreement (CBA) is the overall agreement for all faculty statewide.

The appointment letter states the specific budgetary or enrollment conditions under which a part-time appointment becomes void. In order to void a full-time unconditional appointment, the administration must follow the procedures established under Article 38, Layoff, which requires at least a 45-day notice.

Appointments to different departments or equivalent units are not combined but remain separate appointments. In certain circumstances, such as teaching at more than one CSU campus, the combined total units may exceed full time, up to 125%. (See Time-Base Calculations on page 17.) For the purposes of eligibility for health and retirement benefits, however, units of multiple appointments are combined. (See Part 4: Compensation.)

Individual campuses' policies may vary pertaining to Lecturers, such as those which define eligibility for service on senate and academic committees, and voting rights within departments. Such policies, which may not conflict with the terms of the Contract, are available through the offices of the department/college, the campus senate and faculty/academic affairs, and are usually posted on the campus website.

One-Year and Three-Year Appointments (Article 12)

Through collective bargaining, CFA has pursued the goal of increasing job security for Lecturers. The union has successfully improved Lecturer appointment rights in several specific parts of the Contract. Job security, as it exists, takes different forms for Lecturers with full-time and part-time appointments.

A Lecturer who has completed an academic year of part-time work (two semesters or three quarters) will receive, if reappointed the following fall, a one-year appointment at the previous year's or higher time base. The previous year's time base is referred to as "entitlement time base" and the subsequent appointment as a "similar assignment."

For example, if you taught two courses per semester during your initial year, your appointment for the following year should also be for at least two courses per semester and for at least one year.

Lecturers may receive full-time (1.0 or 15 WTUs/term) multi-year unconditional appointments. This group of Lecturers has the assurance that once they receive their appointment, the department will make the work available for the years of the appointment.

Job security for part-time Lecturers (less than 1.0 or 15 WTUs/term) takes a different form. Beginning with the 2002-2005 Contract, Lecturers (full- and part-time) who have taught one semester or two quarters in each of six consecutive years in the same department or equivalent unit receive a three-year appointment at their current time-base entitlement. In the event there is no work available to satisfy the time-base entitlement, a Lecturer still continues to maintain it for the duration of the three-year appointment.

If in the third year of a three-year appointment, or at the start of an initial or successor three-year appointment, there is no work available (i.e., the Lecturer has a zero time base), he/she is placed for a period of three years on a reappointment list and given preference for work that becomes available after incumbent three-year part-time Lecturers. No later than July 1st of each year during this period, the Lecturer must inform the department chair of his/her interest in and availability for employment. Failure to notify the chair will result in removal from the department list (See Article 38.48: Layoff). The period during which a Lecturer is on the reappointment list does not constitute a break in service.

Lecturers also will be placed on the reappointment list if there is no work available to support an initial three-year appointment or if they are laid off.

During the term of an appointment, part-time Lecturers can accrue additional work up to and including a 1.0 time base and remain conditional. However, subsequent three-year appointments at a 1.0 time base must be unconditional.

Once entitlements for three-year Lecturers have been met and careful consideration given to other incumbent Lecturers, qualified Lecturers must be offered additional available work up to and including a 1.0 time base before new Lecturers can be hired. See Article 12.29(a)8i and 12.29(b)9i.

Three-year Lecturers in a department have preference for "new or additional work" that is available to be assigned to non-tenure-track faculty. The department must offer uncovered courses first to qualified three-year Lecturers who are not yet at a 1.0 time base, and then to Lecturers holding one-year appointments.

A Lecturer holding a one-year appointment who is "objectively determined to be demonstrably better qualified" for a specific class may be assigned that class before a qualified Lecturer holding a three-year appointment. This exceptional circumstance applies only to extra "new or additional work" under 12.29(a)8 and 12.29(b)9, after all entitlements for three-year Lecturers have been met.

Eligible Lecturers cannot be denied a course because it takes them above 15 units. Any units in excess of 15 weighted teaching units can be assigned and paid under a different code.

Payment is mandated under Article 12.29(d). Lecturers can accept the work and be paid their current pay-rate for the units above 15, or by mutual agreement with the appropriate administrator, Lecturers can reduce their time base in a subsequent term by the same number of extra units without any loss of compensation; for example, teaching a configuration such as 16, 16, and 12 at a quarter campus, but being paid 15, 15, and 14.

Personnel Files (Article 11)

Your personnel file, officially called the Personnel Action File (PAF), contains the documentation of demonstrated competence and accomplishments on which your department chair or hiring committee must base decisions regarding your reappointment, including the original copies of all your periodic evaluations.

The PAF is kept in the office of a designated custodian of the files, such as Academic or Faculty Affairs, the college dean's office, or the department office. You have the right to see and review this official file, and to add materials that document your teaching ability, as well as scholarly, creative, and service activities.

The university administration must base any personnel actions taken with respect to you only on your official file. You must be given a copy of any item at least five days before it is placed in your file.

You have the right to respond in writing to any material placed in your personnel file, as well as to request a meeting concerning the relevancy and accuracy of the material. Your rebuttal or explanation will be included in your file. It is recommended that you periodically review your file (at least once a year) so that you are familiar with its content.

Your PAF is only available to you, to your department chair and/or hiring committee, and to designated administrators. The file is not made available to anyone outside the university (e.g., to another university or employer to which you are applying for a job).

It is important to remember that only you are aware of all the activities in which you participate; therefore, if you consider these activities relevant to any CSU evaluation process, it is your responsibility to ensure that they are documented in your file. Your personnel file should always include a copy of your most current curriculum vitae.

Evaluation (Article 15)

Through collective bargaining, Lecturers in the CSU have won the important right to periodic evaluations of their work. This right plays a critical role in other areas of importance to Lecturers, particularly "careful consideration" for reappointment.

Evaluation criteria and procedures are developed by appropriate faculty committees and approved by the campus president. However, they must comply with the Contract provisions. Your department must make written evaluation criteria and procedures available to you no later than 14 days after the first day of instruction of the academic term.

Any changes in evaluation criteria or procedures made prior to commencement of an evaluation must be provided to the faculty employee in advance. The criteria and procedures may not be changed once the evaluation process begins.

If you have not received this information, you should request it from your department chair or support staff.

Evaluations of full-time Lecturers must include:

1. Student opinions of teaching performance for those with teaching duties, Peer review by a department faculty committee, and

2. Evaluations by appropriate administrators.

Evaluations of part-time Lecturers must include:

1. Student opinion surveys for those with teaching duties,
2. Evaluations by appropriate administrators and/or the department chair, and
3. An opportunity for peer input.

Part-time Lecturers appointed for one semester or two quarters or less may be evaluated at the discretion of the department chair, the appropriate administrator, or the department. If you are a Lecturer appointed for one semester or two quarters or less and the department does not plan to evaluate you, you may request an evaluation for your file.

Lecturers with three-year appointments are required to be evaluated only once every three years but may be evaluated more frequently at their request or the request of the administration.

Evaluations of Lecturers eligible for an initial or subsequent three-year appointment must include:

1. Student opinions of teaching performance for those with teaching duties,
2. Peer review by a department faculty committee (for most Lecturers, this includes a classroom observation),
3. Evaluations by appropriate administrators.

The cumulative evaluation, based on six years for an initial three-year appointment or three years for a subsequent three-year appointment, must rate the performance of the faculty unit employee as either satisfactory or unsatisfactory and any determination of unsatisfactory performance must provide reasons that are documented in writing. A satisfactory rating may include suggestions for development.

A Lecturer eligible for an initial or subsequent three-year appointment who is on leave during the period in which the evaluation is scheduled may request a postponement of the evaluation. (See Article 15.30.)

All courses will have written or electronic student evaluations unless a campus president has approved a requirement for fewer after consideration of recommendations from the appropriate faculty committee. This applies to TT and Lecturer faculty equally.

When classroom visits are carried out as part of an evaluation, faculty must be given at least five days notice and there must be consultation between the faculty member and the person who visits the classroom regarding the classes to be visited as well as the scheduling of such visits.

An improvement in the Collective Bargaining Agreement subjects online classes to all the rights and conditions set out in Article 15 and applicable campus evaluation policies that apply to face-to-face classes.

Since reappointment decisions are based solely on the content of your personnel file, it is important that you make sure you are evaluated. You may ask colleagues outside the formal evaluation process to observe your classroom performance and provide written comments to add to your file.

Each stage of the evaluation process should result in a written recommendation which is incorporated into your personnel file and of which you receive a copy. You have the right to request a meeting or submit a written rebuttal within 10 days following receipt of the recommendation. In any response you make, it is generally best to avoid inflammatory language and carefully address the issue(s) raised. Because the nature of your response is important, review it with a sympathetic colleague or a CFA representative.

If you receive a periodic evaluation that cherry-picks negative data, you should always take advantage of the 10-day period to submit a “rebuttal,” in which you respectfully correct factually incorrect statements and/or contextualize lower than average ratings.

Reappointment and Careful Consideration (Articles 11, 12, 15)

All Lecturer appointments are temporary. However, under the contract articles on Personnel Files (Article 11), Appointment (Article 12) and Evaluation (Article 15), Lecturers have important rights with respect to reemployment.

In order to be reappointed, you must apply.

There is no entitlement to reappointment, with the exception of three-year appointments described below:

- A Lecturer who has taught one semester or two quarters in each of six consecutive years for the same department or equivalent unit will receive a three-year appointment following an evaluation in which there is a determination that the Lecturer has performed the duties in a satisfactory manner and absent documented serious conduct problems.
- After an initial three-year appointment, a Lecturer will receive a subsequent three-year appointment, following an evaluation in which there is a determination that the Lecturer has performed the duties in a satisfactory manner and absent documented serious conduct problems.

Because the application deadline for future employment may fall in advance of the expiration of your current appointment, be sure to find out the applicable policies and procedures that exist in your department with regard to your application for reappointment.

When requesting reappointment, it is always a good idea to list all the classes offered by the department that you are qualified to teach, as well as the days and/or times you are available to teach. If you don’t specify that you are unavailable to teach on a specific day/time and refuse a class offered, the department has met its contractual obligations to meet your formal entitlement or entitlement base.

Under Article 12.7, a department has the contractual obligation to give “careful consideration” to all Lecturers who apply for subsequent employment. Over the years, CFA has won a number of important cases in this area, giving increased specificity to the relevant contract provisions.

Each department or equivalent unit must maintain a list of Lecturers who have been evaluated. At a minimum, careful consideration means the department must carefully review the information in your personnel file, including student and peer evaluations, as well as your application, when considering you for reappointment. This review should go beyond mere formality; the decision should not be capricious or arbitrary.

Arbitrators have helped clarify the idea of careful consideration as “*cautious, accurate, thorough and concerned thought, attention and deliberation to the task at hand.*”

Arbitrators Koven (in Brooks) and Kenneth Perea (In the Matter of Kenneth A. Lebeiko, AAA Case No. 3-85-17-G, 1985) amplified the definition of careful consideration by determining that the administration must follow established evaluation and decision-making procedures. Subsequently, CFA has successfully argued that department and campus criteria and standards for the evaluation of Lecturers must comply with Article 15: Evaluation.

Because not all campus administrators and department chairs have a full awareness of their obligations with respect to careful consideration for reappointing Lecturers, it is important for you to take a proactive approach when seeking reappointment. Consider taking the following steps:

- Meet with your department chair to discuss your possible reappointment and suggest classes you can teach.
- Request in writing a subsequent appointment and include a list of classes you are qualified to teach.
- Review department and campus guidelines for evaluation and appointment of Lecturers to make sure your department follows them in your case.

As in other areas of the Contract, only more so because of the complexities involved with careful consideration, you need to be vigilant. If you feel your rights have been violated, seek assistance from your CFA Lecturer Representative, Faculty Rights Committee, or CFA Staff Representative as soon as possible.

Vacancy Announcements (Article 12)

In the continued fight for reducing the precarity of Lecturer faculty, contract language was added in 2021 to improve Lecturer access to tenure-track positions. This language would guarantee an interview for Lecturer faculty who a campus search committee determine are qualified for the position. This provision is meant to create a foot in the door for Lecturer faculty to move into the tenure-line.

Extension Work (Article 40)

Lecturers who teach in extended education or self-support) generally have fewer rights as compared to their regular state-support academic year appointment. In extension, there is a separate salary schedule with no guarantee of receiving the same salary as in state-support work and courses do not accrue units towards entitlements, SSI raises, health benefits, or membership in the CalPERS retirement system, and appointment and preference-for-work rights are limited.

For extension courses that have been previously offered through state support during the last academic year, hiring preference is given to qualified three-year appointed Lecturers who did not have their entitlement met during the most recent academic year, or in the case of a mid-year extension course, in the current academic year.

Faculty who develop courses offered through extension in classification code 2322, Instructional Faculty, Special Programs—For Credit, have the right of first preference to teach those courses. For extension courses taught in that same classification code, faculty may be paid more than they would in state-support.

7. Workload

Workload is consistently one of the most important issues for faculty. Faculty may find themselves having issues in several areas related to workload if they are supervised by administrators who are unfamiliar with the Collective Bargaining Agreement. At the same time, to compensate faculty who go beyond their responsibilities, CFA members bargained for workload relief for faculty who provide exceptional service to students.

Outlined below are items that may be important to you when considering instances where you may have an unreasonable workload and/or when you should apply for service awards.

Excessive Workload (Article 20)

The contract has provisions to try and protect faculty from excessive workload.

Members of the bargaining unit shall not be required to teach an excessive number of contact hours, assume an excessive student load, or be assigned an unreasonable workload or schedule.

Consideration shall be given to the following factors when workload is assigned:

- Graduate instruction
- Course modality
- Activity classes
- Laboratory courses
- Supervision
- Distance Learning
- Sports
- Directed study

Consideration shall be given to the following factors for adjustments in workload:

- Class size/number of students
- Course and curricular redesign
- Preparation for substantive changes in instructional methods course modality
- Research, scholarly, and creative activities
- Advising
- Student teacher supervision
- Thesis supervision
- Supervision of fieldwork
- Service learning
- Student success initiatives
- Assessment and accreditation activities
- Service on department, college, or University committees

In determining what is “excessive” or “unreasonable,” the items listed above and the following are to be considered:

- Number of students seeking to take courses in the academic area
- The distribution of student enrollment
- The level of support provided to the program
- The effects of the introduction of new instructional technologies

- The prior practices of the University

The assignments of faculty members giving instruction in the classroom, laboratory, or studio will be determined by the appropriate administrator after consultation with the department chair (or designee) and/or the faculty member. The department's (or appropriate unit's) overall course assignments must be consistent with the department and student needs.

If you believe the assignment is excessive or unreasonable, you may request to meet with the appropriate administrator regarding your assignment. Faculty members are encouraged to request the meeting as soon as the concern is known. The appropriate administrator shall meet with the faculty member within ten (10) days of the request, and should provide a response within five (5) days of the meeting. Meeting with an administrator is not required in order to file a grievance over Article 20.

Assigned Time

Assigned Time for Exceptional Levels of Service to Students (Article 20)

Exceptional service awards are intended to recognize faculty who have demonstrated commitment to working on issues faced by our diverse student population. Assigned time should be awarded to faculty for mentoring, advising, and outreach, to support underserved, first-generation, and/or underrepresented students, including those caused by cultural taxation.

The term “cultural taxation” names the “unique burden” that faculty of color and other underrepresented faculty face in carrying out responsibilities to the university, and that if unacknowledged and uncompensated, cultural taxation can be a “stealth workload escalator” and, thus, a “silent killer of professional careers and aspirations.”

Every academic year, CSU campuses collectively pool 900 Weighted Teaching Units (WTUs) to provide assigned time to faculty employees who offer exceptional levels of service, but who are not otherwise receiving an adjustment in workload to reflect their effort. The allocation of awards should not result in less than 3 WTUs for any individual campus. Campuses shall assign all WTUs designated for this program.

These awards apply to all faculty unity employees. Thus, instructional faculty, counselors, librarians, and coaches – whether contingent (e.g. Lecturers), probationary, or tenured – are all eligible to apply. Campuses shall assign all WTUs designated for this program. Each campus shall provide an accounting of assigned time for this program for the prior fiscal year by no later than November 1 of the subsequent year.”

Academic Senates on each campus shall develop criteria and procedures for the use of the funds. Applications shall be evaluated by the appropriate faculty committee(s), which shall make recommendations to the appropriate administrator.

Denials shall specify the reasons. Appeals shall be heard by a faculty committee designated for the purpose. Decisions of the appeals committees shall be final and binding and not subject to Article 10 of this Agreement.

Assigned Time for Temporary Faculty Unit Employees Performing Institutional Service (Article 20)

CSU campuses will collectively provide a pool of 500 WTUs for each academic year, allocated based on campus full-time equivalent students (FTES), to provide assigned time specifically to Temporary Faculty Unit Employees who perform institutional service that support the CSU's priorities. Such WTUs shall not be included as part of a temporary faculty member's future entitlement base, except where such WTUs were

utilized to satisfy the time base entitlement. The allocation of the assigned time will be determined by the President (or designee), and the decision shall be final.

The allocation of the pool shall not result in less than 3 WTUs for any individual campus.

8. Compensation

Salary (Article 31)

Appointment on the Salary Scale

All Lecturers are appointed at a particular point on the salary scale within a particular range (A, B, C, or D). Most Lecturer appointments occur in the A or B ranges and are in an Academic Year (AY) classification, though the salary structure also accommodates seldom-used 12-month appointments. With the exception of Lecturer A, all Lecturers are placed in the same salary schedule as their tenure-line peers.

See the CFA website for a summary of the salary schedule: <https://www.calfac.org/resources/salary-schedule/>. This chart reports gross monthly salaries for full-time equivalent appointments. The Salary Chart reports the relevant criteria for determining placement on the salary scale—Range minima, SSI maxima, and Range maxima.

Upon a Lecturer's initial appointment, the university determines the level of salary it will offer the Lecturer. Technically, the salary placement of a Lecturer within their salary range is negotiable, but practice in the CSU dictates that Lecturers rarely, if ever, have an opportunity to engage in salary negotiations. Factors such as teaching experience, highest level of degree, and demonstrated professional ability are all relevant to the level of initial appointment.

Practices vary widely around the state with respect to initial appointment levels.

After the initial appointment, a Lecturer faculty member's salary may be increased by receiving across-the-board General Salary Increases (GSIs) and/or Service Salary Step Increases (SSIs) that have been bargained, and/or Range Elevation. A Lecturer appointed in consecutive academic years to a similar assignment in the same department shall require the same or higher salary placement as in their previous appointment.

Lecturers who teach in more than one department often receive different salaries from the different hiring units.

The Lecturer appointment letter generally gives both the monthly full-time base salary, which is the monthly gross salary if teaching 15 units, as well as the actual monthly gross salary, based on the proportion of full-time the Lecturer is teaching. (These would be the same monthly gross salary for a Lecturer teaching a full-time 1.0 time base of 15 WTUs.) Each academic year salary is paid in 12 monthly installments to allow for year-round benefits for faculty who are eligible for benefits. But the way in which academic year salary is disbursed has no bearing on all part-time Lecturer's eligibility to receive unemployment benefits between academic terms.

Range Elevation

Range Elevation is the increase in salary by movement from one salary range to the next, e.g., Range A to B, B to C, or C to D. (See Appendix B(2) for a chart of the salary ranges.) If granted, a Range Elevation brings a salary increase of at least 5% (Article 31.6), or the percentage increase required to reach at least the minimum of the next range, whichever is greater.

The Collective Bargaining Agreement (CBA) specifies the procedures that the campus must follow regarding Range Elevation, including eligibility, criteria, timelines, and appeal of denials (see Article 12.16-12.20). Each

campus president must establish a campus Range Elevation policy after recommendation from the campus Senate. The campus policy must be in compliance with the language in the CBA.

Range Elevation is not automatic. If you are eligible, you need to apply. Each campus has its own application procedures. You can find additional Range Elevation resources on CFA's website at <https://www.calfac.org/resources/range-elevation-resource>

There are two ways to become eligible to apply for Range Elevation:

1. Under the original eligibility track set out in the CBA, Lecturers become eligible to apply for Range Elevation when they have at least five years of service in their current salary range and have no more eligibility for Service Salary Increases (SSIs). Lecturers who are at or above the SSI maximum in their salary range are no longer eligible for SSIs.
2. Under the eligibility track negotiated in the 2016 MOU, thousands of Lecturer faculty and temporary Librarians who have been unable to reach the SSI maximum in their salary range finally have some relief. Lecturer faculty and temporary Librarians who have six years of service in their current salary range, at a time base of at least 0.8 (a full-time adjusted year of service, or FTAS), or the unit equivalent of six years of service at a 0.8 time base (at least 168 semester units or 216 quarter units), are eligible to apply. This track is set to expire with the expiration of the current contract in 2025, but will be a continued topic of bargaining.

Campus administrators are required to notify Lecturers who are eligible to apply for a Range Elevation at least 30 days prior to the campus deadline for submitting the Range Elevation application (see Article 12.18). However, you should also keep careful track of your potential eligibility.

To determine whether you are eligible under the original eligibility track, you need to know:

- Your current salary range (stated in your appointment letter),
- Your full-time equivalent salary (what you would be earning if you were teaching a 1.0 time base), and
- The SSI maximum for your range.

The SSI maximum increases each time there is a General Salary Increase (GSI); so you need to look at the most recent faculty salary schedule.

FTAS for an academic year is defined as the average time base over the academic year, divided by 0.8, up to a maximum of 1.0 for the year, within a single department.

For example, if a Lecturer faculty's or temporary Librarian's average time base over an academic year was 0.4, then their FTAS for that year would be $0.4/0.8 = 0.5$. If their average time base was 0.8, then their FTAS for that academic year would be $0.8/0.8 = 1.0$. If their average time base was 1.0 (i.e., full time) then their FTAS for that year would be 1.0, the maximum allowed FTAS for a year (rather than $1.0/0.8 = 1.25$).

CFA has created a Range Elevation Estimator that can help Lecturer faculty and temporary Librarians calculate their FTAS. See <https://www.calfac.org/resources/range-elevation-resources/>

To prepare for a Range Elevation application, keep copies of your periodic evaluations, reports of your student evaluation data, and documents showing your professional contributions in your teaching (or other assigned duties) as well as any other contributions you have made to the department, campus, or your discipline.

The criteria for Range Elevation "shall be appropriate to Lecturer work assignments" (Article 12.19). This means you cannot be evaluated on activities that are not part of your assignment. An arbitration ruling also made clear a terminal degree or research cannot be required if they are not part of the assignment. Range Elevation is not a promotion and brings no increase in job security or status. It is simply a pay raise and means you won't remain in your current salary range for the remainder of your career in the CSU.

To apply for Range Elevation, you should review your campus Range Elevation policy and timelines and talk with your department chair and with other Lecturers to learn more about what is expected for a successful application.

Campus Range Elevation policies are available on the Range Elevation webpage on CFA's website at <https://www.calfac.org/resources/range-elevation-resources/>

If your application is denied, you may appeal to a peer review panel (Article 12.20). Most Lecturers who have appealed have been successful in the hearing process. Those who are denied are permitted to apply again in subsequent years. While a denial is not grievable, campus policy that is not in compliance with the CBA can be grieved.

Prior to CFA successfully negotiating for the right to Range Elevation, when Lecturers reached the SSI maximum in the salary range in which they had been hired, they stayed in that range for the rest of their time in the system and received only GSI raises. Now that Range Elevation is available, many Lecturers have received Range Elevations, and all eligible Lecturers are urged to apply. CFA Lecturer Representatives at the campuses have worked hard helping ensure that the campus policies are fair, keeping Lecturers informed about the Range Elevation procedures, and assisting Lecturers with appeals. CFA will take up Range Elevation in successor bargaining for our next Contract and keep faculty aware of any changes or improvements as we bargain them.

Those with questions about years of service, time base, and salary should contact campus payroll offices.

If you have questions about your eligibility for a Range Elevation or the application process and are not able to resolve the problem by talking with your department chair or other administrators, contact your campus CFA Lecturer Representative or CFA chapter office.

Many campus CFA chapters offer Range Elevation workshops, so watch for these.

Additional Range Elevation resources, are available on the Range Elevation webpage on CFA's website at <https://www.calfac.org/resources/range-elevation-resources/>

Benefits

Note: Eligible faculty are responsible for enrolling in benefits, and there are restrictions on when one may enroll. As soon as you get a qualifying appointment, don't delay! Contact your campus benefits office within 30 days of your appointment about enrolling in benefits: medical, dental, vision, life, and disability insurance.

In 2002, CFA successfully bargained improved health benefits eligibility for Lecturers. This progress was possible because of enabling legislation (AB 211) that CFA sponsored and, after 10 years of work, was able to get signed into law.

Lecturers and Coaches in an academic-year classification who get an appointment for at least six units of state-supported work (0.4 time base) for at least one semester or two consecutive quarters are eligible to receive subsidized benefits. These are provided through the California Public Employees' Retirement System (CalPERS) for faculty and eligible spouse or domestic partner, and children, up to age 26. This health benefits eligibility standard covers medical benefits, vision and dental care, life insurance, and disability insurance. Eligible Lecturer faculty receive the same benefits as tenure-line faculty.

For employees who meet CalPERS eligibility standards, some health plans, plus non-CalPERS vision, dental, life insurance, and long-term disability insurance are fully paid by the University. Health plans that require an employee contribution are also available through CalPERS.

If you have benefits but drop below a 0.4 time base (six units) during a subsequent semester or quarter, you lose your eligibility. But under federal statutes (known as COBRA), you may generally continue your health plan enrollment for up to 18 months (or 36 months, depending on the circumstances) if you pay both the employee AND EMPLOYER costs plus 2%.

Lecturers, for the purpose of benefits eligibility, can combine work in more than one department and at more than one campus, even a semester and a quarter campus, and get benefits as long as they satisfy the duration requirement by having a one-semester or two-quarter appointment, and the time-base requirement, by having appointments totaling at least six units. If you combine campuses for the purpose of benefits eligibility, you need to check with both campus benefits offices on the specifics of your eligibility.

On July 2, 2007, the CSU Chancellor's office issued a letter encouraging quarter campuses to appoint part-time Lecturers who do not have academic-year appointments but are expected to teach for two consecutive quarters to a two-quarter appointment to help ensure that they are eligible for health benefits. A copy of the letter is available at <https://www.calfac.org/council-of-Lecturers/>

Through the FlexCash Plan, faculty who waive CSU benefits because they have other non-CSU coverage (for example, through a covered non-CSU spouse who has group coverage) can receive an additional \$128 in compensation per month for waiving medical benefits, \$12 for waiving dental, and \$140 for waiving both. There are also plans that allow faculty to pay eligible health care and childcare costs on a pre-tax basis. If interested, please go to: www.calstate.edu/Benefits/flexible/flexible.page.shtml.

[Note: the \$128 for giving up medical may be worth it, as one cannot double-dip medical; but \$12 for giving up Delta Enhanced Dental Insurance might not be worth it as one can combine dental plans to gain superior dental coverage.]

A summer health benefits stipend is available to Lecturers under very limited circumstances. (Refer to Article 21.28 of the CBA.)

Lecturers in the CSU are eligible to apply for the Chancellor's Doctoral Incentive/Forgivable Loan Program (CDI/FLP). The CSU has agreed with CFA that at least 25% of awards must be offered to qualified individuals who are currently serving in Bargaining Unit 3 positions or who have served in Unit 3 within the two-year period prior to the award date (Memorandum of Understanding 7/31/91). For details, see www.calstate.edu/hr/cdip

Further information about benefits is available in Article 32 of the CBA; however, benefits questions are complex and are best addressed to the campus benefits office.

Time-Base Calculations

Full-time Lecturers have a time base of 1.0 (100%), which consists of 15 weighted teaching units (WTUs) per semester or quarter. For an academic year, a 1.0 or full-time base is 30 WTUs on semester campuses and 45 WTUs on quarter campuses. An appointment may include units of direct instruction as well as units of related professional duties.

The time base for part-time Lecturers at both semester and quarter campuses is normally found by dividing by 15 the number of WTUs taught during the semester or quarter.

<u>Semester/Quarter</u>	<u>Time Base</u>
3 WTUs	0.2
6 WTUs	0.4
9 WTUs	0.6
12 WTUs	0.8

Time bases may be calculated out to three decimal points and Lecturers may have assignments with fractions of 1 WTU.

CSU Fee Waiver Program

Lecturer faculty with three-year appointments or coaches with six consecutive years of service (where one year of service is considered one semester or two quarters in the bargaining unit on a single CSU campus during a single academic year) are eligible to waive certain fees each term at a CSU campus for a maximum of two courses or 6 units. A faculty member may transfer the fee waiver benefit to a spouse, domestic partner, or dependent child up to age 25. (See Article 26 in the CBA.)

Retirement

Caution: Before making decisions about retirement issues, be sure to check with your campus human resources or benefits office, CalPERS at 888-CalPERS, and your local Social Security office. Through the CalPERS website, www.calpers.ca.gov, you can access your account, learn about your benefits, and use online tools to help plan your retirement.

Lecturers in the CSU are enrolled in one of two mandatory retirement plans: Part-time, Seasonal, and Temporary Employees' Retirement Plan (PST) or California Public Employees' Retirement System (CalPERS).

If you are not eligible for CalPERS, you will be enrolled in the PST retirement plan. This plan is funded entirely by employee contributions, which is 7.5% of your salary. If you later become eligible for CalPERS, you have the option of rolling over your PST contributions into one of the investments offered under the Savings Plus Plan. (See "Voluntary Pre-tax Retirement Savings Plans" below.) While a Lecturer is in the PST program, there is no Social Security contribution from either the employee or the employer.

Fortunately, many Lecturers are eligible to enroll in the CalPERS retirement plan, which requires both employee and employer contributions. Employees who gained CalPERS membership prior to January 15, 2011 contribute 5% of monthly pay in excess of \$513 of gross wages, while those gaining CalPERS membership after this date contribute up to 8% of their gross wages above \$513. CSU employees eligible for CalPERS also pay into the Social Security retirement system, as does the CSU, and thus contribute to their future Social Security benefits.

CalPERS Eligibility

If you are already a CalPERS member from a previous job, including previous work on a CSU campus, you will be enrolled in CalPERS and the employer and employee contributions will start from the beginning of your employment.

If you are a Lecturer faculty member employed for at least

7.5 WTUs of state-support work (.5 time base) per term, you will be enrolled in CalPERS, and the employer and employee contributions will start, with the third consecutive semester or fourth consecutive quarter. You can combine units in more than one department and at more than one campus to reach the required .5 time base. The CSU will now begin contributing to your retirement, and both the CSU and you will begin contributing to Social Security.

The CSU is required to monitor your CalPERS eligibility, but you should also keep track of your status and immediately contact your campus human resources or benefits office and CalPERS, if you have questions.

Once in CalPERS, you will remain eligible no matter how your time base changes. Once you have qualified for contributions, a break in your employment will not affect your eligibility. Contributions will resume upon your return, unless you previously cashed out your membership upon leaving your employment. (See CalPERS Buy Back below.)

Retirement eligibility occurs after you reach 50 years of age and have put in the equivalent of five full-time years of service (i.e., have earned and/or purchased Service Prior to Membership), or you are at least 52 years old if you gained CalPERS membership on January 1, 2013 or later.

Vested Lecturers are eligible not only for a defined-benefit CalPERS pension, but also for a defined-benefit social security pension. The CalPERS pension is determined by three factors: total full-time-equivalent years of service, age, and the highest average annual full-time-equivalent pay; i.e., what your salary would be if you were teaching at 100% time base over any consecutive 12-month period (for those who were CalPERS members prior to January 15, 2011) or any 36-month period (for those who became CalPERS members on or after January 15, 2011). The “highest full-time-equivalent base pay” factor is a tremendous advantage for long-term Lecturers in the CSU (even if their time base drops).

Retired annuitants (those retired from the CSU and receiving a CalPERS pension) also continue to receive both medical and dental benefits, as long as they were eligible for benefits when they retired and retired within 120 days of separating from the CSU. Retired annuitants may also return to teach in the CSU, but that employment may not exceed 960 hours or 50% of the previous time base during the last fiscal year prior to retirement, whichever is less. There are serious penalties for exceeding this restriction.

A Lecturer who is a retired annuitant and wishes to return to CSU employment needs to know that reappointment is NOT guaranteed and pre-retirement entitlements and pay status may not be honored. Additionally, employment in the CSU as a retired annuitant requires a break of at least 180 days between retirement date and rehire date.

If you separate from CSU service without actually retiring, you may cash out of the retirement plans (PST and/or CalPERS) to which you have made contributions.

CalPERS “Buy Back” allows you to “buy back” service credit for time worked at a CalPERS-contracting agency (CSU or elsewhere) if you cashed out your benefits when you left that prior employment. To do this, you must pay in only the employee contributions for that period of time, plus interest; the additional service credit will be added to your CalPERS account. The employer is then required to contribute its share of your service credit.

You may also choose to buy service credit for time worked in the CSU—whether as a part-time Lecturer or as a Teaching Assistant—before you qualified for CalPERS (called “Service Prior to Membership”), but you must pay the employee contributions. Options for purchasing service credit include: lump sum (including rolling over any qualified investment), or paying over time, up to 15 years, either pre-tax or post-tax. Please see your HR/Benefits department on campus.

Voluntary Pre-tax Retirement Savings Plans

To supplement other retirement benefits, any faculty member can choose to participate in any or all of the available pre-tax savings plans: CSU 403(b) Tax Sheltered Annuity Plan, Savings Plus 401(k) Thrift Plan, and Savings Plus 457 Deferred Compensation Plan. These options are funded entirely by the employee’s contributions, but the taxes on the portion of the salary that is invested may be deferred.

9. Leaves

Faculty in the CSU are eligible for various kinds of leaves, both paid and unpaid. See Contract Articles 22, 23, 24, 27, 28 and 33 (Leaves of Absence without Pay, Leaves of Absence with Pay, Sick Leave, Sabbatical Leaves, Difference-in-Pay Leaves, Holidays). Remember to check for provisions regarding pro-rating of time/compensation for part-time faculty.

In some cases, it is possible to combine paid and unpaid leaves to create a longer absence. In other cases, maximum duration of leaves may be limited by the Contract even when longer periods seem available. Because determination of types and lengths of leaves can be complicated, it is best to make use of a variety of sources of information (e.g., the Contract, experienced colleagues, and the campus benefits office) to clarify what is possible in any particular situation.

Sometimes Lecturers hesitate to take time off even when there is a legitimate need to do so. Remember that in most cases the Contract protects your current position in the University. However, it is important to follow established leaves procedures for these protections to work.

Paid Leave

Sick Leave (Article 24)

All faculty unit employees accrue credit for paid sick leave. Full-time appointments earn eight hours of sick leave per pay period (paycheck). Part-time appointments earn a pro-rated fraction. Any unused sick leave is translated into additional CalPERS service credit upon retirement, which can sometimes add a year or more, thereby increasing one's lifetime monthly pension check. (See www.calpers.ca.gov)

If you are separated from CSU employment for more than 10 months, you lose accumulated sick leave. If you anticipate being rehired at any CSU campus the following year, notify the Human Resources Department at your primary campus informing it that you want to save your accumulated sick leave, and be sure to check back to verify that you've been credited with your previous accumulated sick leave.

Lecturers who teach in extension are also eligible for sick leave. Article 40.19 specifies that all extension faculty shall earn sick leave at the rate of one (1) day per 3 semester WTUs or 4 quarter WTUs, and this sick leave shall be credited at the beginning of the appointment. This sick leave may be used at any time during that appointment.

Bereavement Leave (Article 23)

Upon request to the campus president, five days of paid bereavement leave will be granted in the instance of a death in the immediate family. (Article 23.3 defines the term "immediate family.") You may also use up to 40 hours of accrued sick leave in such an instance, if authorized by the president (Article 24.12).

Parental Leave (Article 23)

All bargaining unit employees are entitled to up to 50 days (ten weeks) of paid parental leave. The leave must start within the period of time beginning 60 days prior to the anticipated arrival (birth or adoption) of the child and ending 75 days after the arrival of the child.

The leave must be taken in consecutive days unless you reach a prior agreement otherwise with the appropriate administrator. (See also "Disability Leave" and "Family Care and Medical Leave.")

Additional Flexibility (Article 23.6)

Additional flexibility is available, including parental leave sharing if the partner/spouse is also a faculty unit employee; reduction in workload in lieu of parental leave of 60% (9 WTUs) for one semester or 100% (15 WTUs) for one quarter (upon approval of the appropriate administrator); and combination of paid parental, sick, and unpaid leave in order to take an entire term leave (upon approval of the appropriate administrator).

In order to allow Lecturers to retain benefits during parental leave, paid leave need not be exhausted before unpaid leave is taken.

Emergency Leave (Article 23)

Emergency leave with pay may be granted by the President for natural catastrophe or emergency situations that place the health or safety of the Lecturer or their immediate family in jeopardy. Leave may be granted by the President for Lecturers who require leave due to violent crimes, domestic violence, and/or sexual assault. CFA also offers support for members through our Disaster Relief Fund; details here: <https://www.calfac.org/join-cfa/#Disaster-Relief-Fund>

Sabbatical/Difference-in-Pay Leaves (Articles 27 & 28)

Full-time faculty, including Lecturers, are eligible for both sabbatical and difference-in-pay leaves for approved academic purposes. These leaves must occur within the period of employment specified in the appointment letter.

Since these leaves create an obligation for a term of work equal to the length of the leave to be fulfilled after the period of leave, Lecturers would normally have to take such leaves early in an appointment period. Because there are many conditions that apply to these leaves, consulting Articles 27 and 28 in the Contract is a necessary first step.

If a sabbatical leave is granted by the Professional Leave Committee but denied because of departmental needs or issues other than the merit of the sabbatical proposal, the sabbatical leave shall be granted in the following year, without the faculty member being required to re-apply, so long as the campus does not award enough sabbaticals. However, if the campus does award enough sabbaticals, but the member is denied based on department needs, the member needs to re-apply, but they cannot be denied based on department needs again.

Personal Holiday (Article 33)

One day per calendar year may be used for personal business. Scheduling of a personal holiday must be by mutual agreement of the faculty member and appropriate administrator, usually a department chair or dean.

Disability Leave

For information on disability leave, check with your campus benefits office and with the California Employment Development Department (EDD) for information about the state disability insurance benefits. The EDD telephone number is 800-300-5616 and the website address is <https://edd.ca.gov/en/disability/>

Note: Faculty are also eligible for several other types of paid leave, including jury duty, leave to vote, and absence as a witness. See the Contract for details.

Unpaid Leave

Personal Leave (Article 22)

All Lecturers may be granted unpaid personal leave for a specific purpose for up to two years. You will not lose any accumulated employment rights under Article 12 (Appointment) for taking such a leave. However, if the leave exceeds 15 days, you become responsible for payment of insurance premiums for any health or dental benefits you may have.

The campus president has the option of granting a leave of this type in such a way that it constitutes a break in service; if this is the case, the employee must be informed of such determination at the time the leave is granted.

Professional Leave (Article 22)

This unpaid leave allows faculty to take advantage of scholarly and professional opportunities away from the campus. Since there are a number of conditions that apply, consult the Contract for details. Note especially that the responsibility for health and dental benefit payment shifts to the employee during a leave of this type.

Family Care and Medical Leave (Article 22)

Lecturers, like other faculty, may receive up to 12 weeks of unpaid family care and medical leave within a 12-month period if they have at least two semesters or three quarters of service. While this category of leave is unpaid, benefits do continue.

This leave may be used for reason of: the birth/adoption/ foster care of a child; care for a child, parent, spouse or domestic partner with a serious health condition; or for the employee's own serious health condition. (See also "Parental Leave" under Paid Leave.)

10. Grievances and Other Problems

CFA can help resolve many problems or complaints informally and encourages this approach when it seems effective and appropriate. However, depending on the specific issue, persons, and circumstances, it may be necessary to use the formal dispute resolution mechanism provided by the Contract, known as the grievance procedure.

If you think you may have a grievance, contact your CFA Lecturer Representative, a CFA Faculty Rights Committee member, or your CFA staff representative to obtain assistance securing a resolution. Do so as soon as possible, due to the 49-day deadline for filing a grievance. (See below.)

It is your responsibility to attempt to resolve promptly any employment problem that may arise and to act within the grievance procedure timelines. The Collective Bargaining Agreement (CBA or commonly known as “the Contract”) provides that a Level I grievance must be filed with the campus president or designee.

If you feel that your contract rights have been violated you need to file a grievance no later than 49 days after the event giving rise to the grievance, or no later than 49 days after you knew or reasonably should have known of the event giving rise to the grievance (Article 10.4). You will likely forfeit your contractual rights if you delay in filing a complaint.

Once a grievance has been filed, the appropriate administrator must hold a meeting with you within 21 days. A CFA representative will assist you and may be present during the meeting, but you must keep a close watch on your grievance timelines, which begin to run as soon as the alleged violation is known to you. Be sure to check timelines with your CFA Faculty Rights Representative, or CFA staff member, and review the timelines on the Grievance Procedure Flow Chart included in this section.

Grievance Procedures govern most aspects of grievances (Article 10)

Because of legislation that CFA successfully sponsored, our contract has an expanded definition of what faculty matters are grievable and offers faculty two grievance tracks—the contractual grievance track or the statutory grievance track.

In addition, the Contract gives Lecturers the option of an expedited umpire arbitration procedure for appointment issues.

At the time of filing a grievance, the grievant selects either the contractual grievance track or the statutory grievance track. The latter involves a faculty hearing committee. Before deciding which, it is advisable to consult a CFA Faculty Rights Committee member or staff representative.

The grievant should also carefully review the CFA Grievance Filing Guide, available on the CFA website, www.calfac.org/grievances and from CFA chapter offices.

The statutory track offers an opportunity to file grievances on issues not linked to specific contract provisions; however, generally the statutory track will not have the direct assistance of CFA staff and Faculty Rights Representatives past advice at the initial filing stage. Faculty who have worked in the CSU for less than one semester or quarter are limited to the contractual grievance track.

The statutory track cannot be used for “chapter” or “class action” grievances, which are situations in which CFA may choose to file a contractual track grievance in CFA’s name rather than an individual faculty members’ name, especially when the problem is shared by a group of faculty. Only contractual track grievances set precedent.

Some issues have the potential to be filed under either track, and faculty, especially Lecturers, need to think about whether their case is better heard by an outside neutral arbitrator or a faculty hearing committee prior to a potential hearing with an outside arbitrator.

Whichever track a grievant selects, the next step is a Level I meeting with the administration. If there is no resolution after the Level I meeting, a contractual track grievance proceeds to Level II at the Chancellor's Office, and then to arbitration if CFA agrees to arbitrate the grievance.

In the statutory track, a grievance not resolved at the Level I meeting, can be appealed to a three-member faculty hearing committee, which makes a written recommendation to the campus president. If the president rejects the committee's decision to sustain the grievance, then the grievance is eligible for arbitration. Where the president agrees in part, and disagrees in part, with the committee's decision, then only the issues with which the president disagrees may be appealed to an arbitrator.

For statutory track grievances, the faculty hearing committee consists of three full-time faculty members and one alternate. The committee members are chosen from a panel consisting of all full-time faculty members on a campus.

Only full-time faculty can serve on the panel and be selected for the committees. Full-time Lecturers are eligible to serve on committees; however, service for Lecturers is voluntary. Full-time Lecturers should seriously consider serving on a hearing committee that has the potential to make important decisions on faculty matters.

Appeals to a Special Article 12 Umpire

In both the contractual track and statutory track, Lecturers have the option, if their grievance qualifies for arbitration, of using the Umpire system. A Lecturer not satisfied with a resolution by the Chancellor's Office at Level II (contractual track) or by the Faculty Hearing Committee process, including presidential review (statutory process), may choose to submit grievances to a special Umpire jointly selected by the CFA and the CSU administration.

This expedited arbitration procedure is available only for grievances pertaining to Lecturer appointment, reappointment, work assignment, or careful consideration, under Article 12. The Umpire's decision is final and not precedent-setting. The Umpire option can bring a quicker resolution of Article 12 matters for both Lecturers and the departments that need to make real-time hiring decisions. However, this option may not be suitable for complicated grievances. Lecturers should review Article 10.27 and talk to their CFA representative before making a decision on using the Umpire option.

Investigations and Possible Disciplinary Actions

Be aware that if a meeting with an administrator is investigatory in nature, such that the information sought or provided could lead to corrective or disciplinary action, the employee is entitled to representation by another faculty unit employee or a CFA representative. These are known as Weingarten Rights.

If you feel that the meeting may potentially have any investigatory or disciplinary purpose, immediately invoke your right to CFA representation by saying:

"If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I request that my steward or union officer be present at the meeting. Without representation, I choose not to answer any questions."

See CBA Articles 18 and 19 for information about reprimands and disciplinary action procedures.

Sexual Harassment and the Right to Non-Discrimination

It is the policy of the CSU to prohibit discrimination against faculty unit employees on the basis of race, color, religion, ancestry, national origin, sex, sexual orientation, gender identity, gender expression, genetic information, marital status, pregnancy, age, disability, medical condition, caste, or veteran status. According to state and federal law, these and other forms of discrimination are illegal.

CSU Chancellor's Office Executive Order 1096 provides policy and procedures for filing complaints regarding discrimination and harassment. The Order specifies how the university must respond to allegations and requires that complainants file within 50 days of "the most recent" occurrence. (See <https://calstate.policystat.com/policy/16328171/latest/>.)

In 2023, a state audit revealed that CSU failed to adequately respond to Title IX violations of sexual misconduct. In response, the Joint Legislative Audit Committee and the Assembly Higher Education Committee have called for more effective oversight from the Chancellor's Office. Senate Bill 808 will require the Chancellor's Office to submit an annual report to the legislature detailing actions taken to address sexual harassment. In addition, a "Call to Action" legislative bill package is in development to explore strategies for improving campus culture by preventing sexual discrimination and harassment on our campuses.

If you believe you are being discriminated against, contact your campus CFA chapter office or your CFA staff representative at once. Some problems can be addressed at the campus level through CFA intervention and the help of the campus human resources staff. To address a violation of your rights under the Contract to a workplace free of discrimination and harassment, or a violation of EO 1096, you may also file a grievance. You also can file a complaint with the state's Department of Fair Employment and Housing. CFA recommends that you contact your CFA chapter for help when you feel you are suffering discrimination or harassment.

An important aspect of non-discrimination rights is your right to be free from harassment based on any of the above categories. Sexual harassment, which is legally defined, is a form of sex discrimination and is prohibited by state and federal law, as well as by CSU policy. No supervisor may threaten or insinuate, either explicitly or implicitly, that your submission to or rejection of sexual advances will influence any aspect of your employment or career development.

Similarly, all employees, faculty and staff, have an ethical and legal responsibility to interact with students in a manner free from all forms of unlawful discrimination, including sexual harassment.

If you believe that you have been sexually harassed or harassed because of your gender expression, you can discuss the situation informally with one of your CFA Faculty Rights advocates or your CFA Staff Representative. (There may also be other resources on your campus, such as a Women's Center or an Office of Equity and Diversity.)

Problems with Students

IMPORTANT LINKS
Equal Employment
Opportunity Commission
District Office
(U.S. Gov) www.eeoc.gov
Civil Rights Department
(California State Gov)
calcivilrights.ca.gov

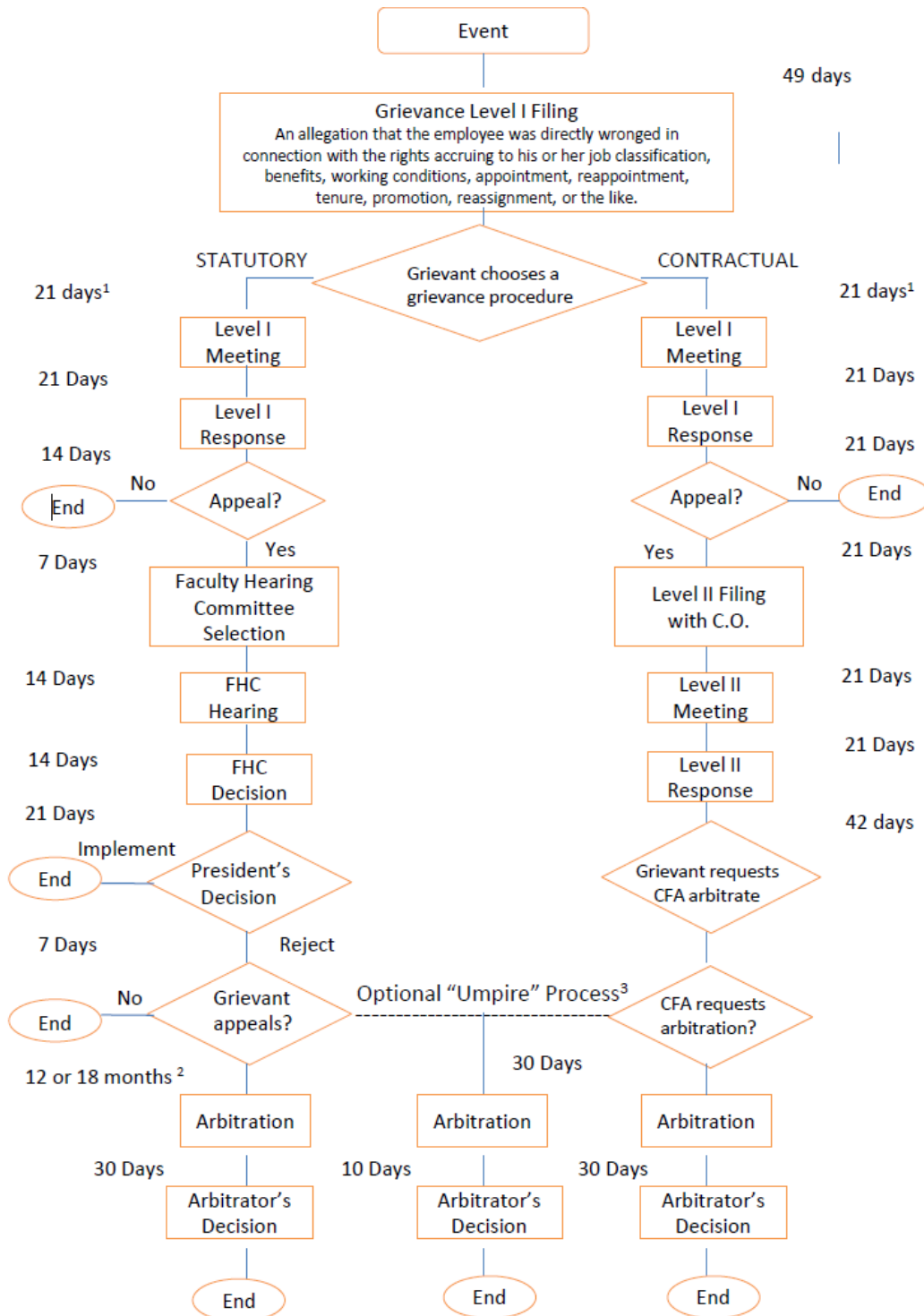
It's important for Faculty members to try and meet students where they are. Not all situations need to be handled through policing or reporting students to the appropriate administrators. Finding other avenues and resources to support student needs can go a long way in building trust and rapport. Many problems with students can be avoided by clearly stating departmental and university policies in your course syllabi. Check with your department chair or department office staff for policies relating to attendance, withdrawal, and make-up work.

However, there may be instances where you encounter a student who behaves in an inappropriate and threatening manner. If such a problem arises, use your discretion to determine whether the situation

warrants a report in writing to your department chair. If you do not already have a copy of department and campus policies regarding such situations, obtain these materials from your chair, dean, or Student Affairs Office, and make sure you report any incident within the timelines specified in these policies.

Lecturers may feel particularly insecure in such circumstances, and such concerns are not misplaced. You are fully entitled to assistance and representation from CFA. In addition to reporting the situation, talk to one of your CFA chapter officers or your CFA staff representative to obtain further information and help in resolving the problem. Employees who seek redress of problems as a group (as opposed to as an individual) have a higher level of protection from retaliation.

GRIEVANCE PROCEDURE FLOW CHART



¹ 25-day postponement(s) are possible to facilitate informal resolution (CBA at 10.5)

² 12 months, unless promotion case – then 18 months

³ On the contractual track, the grievant chooses whether or not to use the Umpire process for matters pertaining solely to appointment, reappointment, or work assignment under Art. 12 (if case is accepted by CFA for arbitration)

11. Appendix

Appendix A: Quick Guide to Lecturer Provisions

This quick guide refers you to CBA articles with provisions that are particularly relevant to Lecturers (faculty on full- or part-time temporary appointments). The CBA is available at www.calfac.org.

Getting and Keeping the Work

12.2	Appointment letters
12.3	One-year appointment rights and entitlement rights (also see chart in Appendix F)
12.5	Pay for classes canceled prior to third class meeting/subsequent cancellations require full pay 12.5, 12.6 Full-time non-contingent appointment rights
12.7	Careful consideration
12.9	Similar assignment and salary placement
12.12	Three-year appointments, including zero time base to protect entitlement (12.12.e)
12.12.f	Re-employment rights (see also Article 38.48)
12.13	Subsequent three-year appointments
12.29	Preference for available work (order of assignment) up to and including a 1.0 time base
12.29.d	Compensation for the 16th unit
12.32	Restrictions on Visiting Faculty employment
15.1-15.30	Evaluation procedures (including student evaluations of teaching)
15.14	Classroom visits require notification and consultation
15.26-15.30	Periodic evaluation requirements for Lecturers with three-year appointments 21.23-21.24 Contractual procedures and hiring order for state-funded summer term
22.1-22.27	Leave of absence without pay (Lecturer entitlements protected in 22.2) 23.4-23.5 Paid parental leave (Article 23 covers additional paid leaves)
24.1-24-23	Paid sick leave, disability leave, and catastrophic leave 38.11-38.12 Order of layoff (see also re-employment rights in 38.48)
11.1	Personnel files as basis for personnel actions
10.2	Lecturers have full access to grievance procedures: both contractual and statutory tracks.
10.27-10.28	Expedited umpire arbitration procedure for Lecturer appointment cases Appendix F Chart of eligibility criteria for one-year and three-year appointments

Getting a Fair Salary

31.1-31.6	Lecturers on same salary schedule as tenure-line faculty (except Range A only for Lecturers)
31.7	Lecturers receive same percent General Salary Increase as tenure-line faculty
31.17- 31.24	Lecturers receive same percent Service Salary Increases (SSIs) as tenure-line faculty
12.9	Reappointment in same department or unit requires same or higher salary placement.
12.10	Lecturer SSI eligibility 24 WTUs at semester campus or 36 WTUs at quarter campus
12.11	Ability upon new appointment to be rehired above SSI maximum
12.16-12.20	Range Elevation to allow advancement on salary schedule (with appeal rights)
12.19	Criteria for Range Elevation shall be appropriate to Lecturer work assignments
12.18	Notification of Range Elevation eligibility required
12.33	Dedicated department funding sufficient to implement contractually required increases
20.2.d	Part-time Lecturer compensated at regular rate of pay for all WTUs assigned

Getting Benefits

32.2	Full health benefits (medical, vision, dental, disability, life insurance) for Lecturers and coaches with at least 6 units (a 0.4 time base) per term and appointment for at least one semester or two consecutive quarters
32.13	Flex cash payments for benefits-eligible faculty who waive benefits
21.28	Lecturer benefits stipend in summer term (see criteria)
32.19	PST Retirement Plan for Lecturers not eligible for CalPERS retirement plan <i>In statute</i> Lecturers with at least 7.5 WTUs enrolled in CalPERS and social security (with employee and employer contributions) at beginning of third semester or fourth quarter of consecutive employment at 0.5 (7.5) WTUs or higher
26.1-26.14	Lecturers and Coaches eligible for fee waiver (see criteria in 26.1)

Equal Access/Recognition as a Faculty Member in the System

2.13	Part-time and full-time faculty on temporary appointments are faculty unit employees in Unit 3 covered by all references in the CBA to “faculty” unless specifically excluded.
10.9-10.10	In statutory grievance process, all full-time Lecturers serve on panels and can serve on committees. (Service by Lecturers is voluntary.)
20.37	Lecturers eligible for Assigned Time for Exceptional Levels of Service to Students
24.9	Right to notification of total accrued sick leave
25.6	Lecturers eligible to apply for and receive RSCA (Research, Scholarly and Creative Activity) Awards
31.29	Access to direct deposit program
32.23-32.24	Access to pre-tax parking and one parking pass for multiple campuses
33.3	Access to personal holiday
27.2, 28.4	Full-time Lecturer eligibility for sabbatical and difference-in-pay leaves

Appendix B: Salary Schedule Summary

Summary of Salary Schedule for Unit 3 Classifications

Effective date: 7/1/24

AY/10-month						12-month	
Monthly Salary	Annual Salary	Instructor Lec A Asst Lib Coach Asst	Assistant Prof Lec B Sr Asst Lib Coach Spec SSP-ARI	Assoc Prof Lec C Assoc Lib Coach SSP-ARII	Professor Lec D Librarian Head Coach SSP-ARIII	Monthly Salary	Annual Salary
5,507	66,084	Min				6,288	75,456
5,708	68,496		Coach Spec Min			6,538	78,456
5,959	71,508	SSI Max				6,825	81,900
6,221	74,652		Min			7,127	85,524
6,677	80,124	Max				7,658	91,896
6,825	81,900			Min		7,830	93,960
7,481	89,772		SSI Max			8,593	103,116
8,593	103,116				Min	9,883	118,596
9,431	113,172			SSI Max		10,849	130,188
10,116	121,392		Coach Spec Max			11,642	139,704
10,347	124,164				SSI Max	11,910	142,920
11,105	133,260		SSP-ARI Max	Coach Max		12,771	153,252
11,642	139,704				Head Coach Max	13,378	160,536
12,191	146,292			SSP-ARII Max		14,019	168,228
12,771	153,252				SSP-ARIII Max	14,681	176,172
13,224	158,688		Max			15,211	182,532
14,280	171,360		(Chair Max)			16,420	197,040
14,523	174,276			Max		16,697	200,364
15,211	182,532				Max	17,490	209,880
15,672	188,064			(Chair Max)		18,029	216,348
16,420	197,040				(Chair Max)	18,882	226,584

*Please note: this is a summary of the salary schedule for most, but not all Unit 3 classifications. For complete details, see the salary schedule at <https://www.calstate.edu/csu-system/careers/compensation/Pages/salary-schedule.aspx>