

BRIEF OVERVIEW OF LECTURER PROVISIONS IN COLLECTIVE BARGAINING AGREEMENT
(rev. 8/06/07)

Articles in the CFA/CSU Collective Bargaining Agreement (CBA or contract) that refer to “faculty” include Lecturers (temporary faculty) unless the provision is explicitly restricted.

Go to <http://www.calfac.org/contract.html> for:

- Complete Collective Bargaining Agreement 2006-2010 (ratified and went into effect as of 5/15/07) (Articles 12 and 15 are particularly relevant to Lecturers)
- Summary of Salary Related Issues
- FAQ on SSIs
- Summary of Non-salary Related Issues
- Summary of Lecturers Issues (3 pages)
- Q & A about the Tentative Agreement
- Contact contract1@calfac.org with questions

Salary: Lecturers are included in General Salary Increases (GSIs) and Service Salary Increases (SSIs or “steps”). Lecturer D’s will be eligible for consideration in the Post-Promotion Increase (PPI) program. Lecturers are not eligible for the new Equity Program. The contract has 20.7% (not counting compounding) in GSIs during 2006-2010, with the first GSI of 3% retroactive to 7/06 and a total increase of at least 7.7%, effective as of 7/07. In addition, eligible Lecturers will get SSIs and can apply for range elevation and PPIs. (See Summary of Salary Related Issues and FAQ on SSIs on website listed above.) It’s important that you track your salary carefully over the next few months, with your 5/01/07 paycheck as a base.

Benefits: Lecturer health benefits eligibility remains six units and a one-semester (or two consecutive quarters) appointment, with accrual possible across CSU. Lecturers are now eligible for leaves without pay on the same basis as other faculty. Lecturers with 3-year appointments are now eligible for fee waiver

Appointment Rights (Article 12): Previously established appointment rights are unchanged except as noted below.

- Initial 3-year appointments are automatic following six consecutive years of service in a department (at least one semester or two quarters per year) except in cases of documented unsatisfactory work or serious conduct problems and are based on the regular periodic evaluation process. There is no “special or separate” evaluation. By June 30th of each year, administration must post a list of Lecturers eligible for a 3-year appointment.
- The Preference for Work order (Article 12.29) is based on the “Angelo Order” and is now included in the contract. Students appropriately hired as TAs, GAs, and ISAs have preference in this order but there is a cap on TA use and all such hiring will be tracked and monitored by a joint Chancellor’s Office/CFA committee.
- After 3-year Lecturers or other multi-year appointments are given work up to their entitlement, there are two new categories in the order of work: a “recall” category for 3-year Lecturers who were laid off and put on a recall list and a “Visiting Faculty” category allowing a very limited number of full-time hires who can be appointed for only one year and cannot be hired for a subsequent Visiting Faculty appointment.
- After decisions are made regarding Lecturers with only “careful consideration” rights, then remaining temporary work is assigned to incumbents as “new and additional” work up to and including a 1.0 time base. (In some cases, a 1.0 time base may involve 16 units in a term.)
- Contract now includes a Chart (Appendix F) that helps clarify 1-year and 3-year entitlements.

Evaluation (Article 15)

- Lecturers with 3-year appointments are required to be evaluated only once every three years (but can be evaluated more often at either party’s discretion).
- New provisions for evaluation timelines, rebuttal, and classroom visit notifications.

Range Elevation

- Contract mandates deadlines and changes peer review process if range elevations are denied, which will require changes in Academic Senate policy. (Academic Senate policies must be in compliance with the contract.)
- Because of the retroactive SSIs, additional Lecturers will be eligible to apply for range elevation pay raises during the 06-07 academic year. Criteria unchanged (“work assignment”).

Grievance Procedures

- Lecturers are included in the expanded, two-track grievance procedure that now includes both the previous contract grievance process and the new statutory process. The statutory process has an elected faculty hearing panel from which is drawn faculty to serve on hearing committees. All Lecturers can vote for panel members and full-time Lecturers can serve.
- There will be an optional “Umpire” arbitration system for Lecturer appointment issues.

Quick Guide to Lecturer Provisions in CFA/CSU Collective Bargaining Agreement (CBA) 2006-2010
 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 CFA's web site: <http://www.calfac.org>
 For further information, refer to the Lecturers' Handbook or contact CFA.

Getting and Keeping the Work

- 12.2 Appointment letters
- 12.3 One-year appointment rights and entitlement rights (see also 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.f)
- 12.12.h Recall rights (see also Article 38.48)
- 12.13 Presumption of subsequent three-year appointments
- 12.29 Preference for available work (order of assignment) up to and including a 1.0 time base
- 12.31-12.33 Restrictions on Teaching Associate employment
- 12.34 Restrictions on Visiting Faculty employment
- 15.1-15.27 Evaluation procedures (including student evaluations of teaching)
- 15.14 Classroom visits require notification and consultation
- 15.26 Periodic evaluation required only once during 3-year term for lecturers with 3-year appointments
- 21.23-21.24 Contractual procedures and hiring order for summer term
- 22.1-22.27 Leave of absence without pay (Lecturer entitlements protected in 22.2)
- 23.4-23.5 Paid maternity/paternity leave (Article 23 covers additional paid leaves)
- 24.1-24-23 Paid sick leave, disability leave, and catastrophic leave
- 38.11 Order of layoff (see also recall rights in 38.48)
- 11.1 Personnel files as basis for personnel actions
- 10.2 Lecturers have full access to grievance procedures: both contract and statutory tracks.
- 10.28 Expedited umpire arbitration procedure for lecturer appointment cases

Getting a Fair Salary:

- 31.1-31.6 Lecturers on same salary schedule as tenure-line faculty (except Range A only for Lecturers)
- 31.7-31.11 Lecturers receive same percent General Salary Increase as tenure-line faculty.
- 31.13-31.16 Lecturers in D range eligible for Post Promotion Increases (PPI)
- 31.19- 31.26 Lecturers receive same percent Service Salary Increases (SSIs) as tenure-line faculty.
- 12.9 Re-appointment 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
- 12.16-12.20 Range elevation to allow advancement on salary schedule (with appeal rights)
- 12.18 Notification of range elevation eligibility required
- 12.35 Dedicated department funding

Getting Benefits

- 32.2 Full health benefits (medical, vision, dental, disability) 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
- 32.19 PST Retirement Plan for lecturers not eligible for CalPERS retirement plan
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
- 26.1-26.14 Lecturers and coaches eligible for fee waiver (see restrictions 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.
- 10.8-10.10 In statutory grievance process, all lecturers can vote in faculty panel elections, and full-time lecturers can serve on panels and committees. (Service by lecturers is voluntary.)
- 24.9 Right to notification of total accrued sick leave
- 31.31 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

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