

LECTURER CONTRACT IMPLEMENTATION ISSUES

(rev 8/06/07)

To see the actual contract language, refer to the Collective Bargaining Agreement (contract), which is posted on the web, along with a link to the “Summary of Lecturer Provisions”: <http://www.calfac.org/contract.html>

1. LIST OF LECTURERS ELIGIBLE FOR 3-YEAR APPOINTMENTS

By June 30th of each year, a list must be posted in each department of Lecturers who will be eligible for a three-year appointment (Article 12.15). Lecturers who are not on the list but believe they have become eligible for a 3-year appointment must come forward and identify themselves within 30 days of the posting of the list. The intent of this language is to clarify for both departments and Lecturers the 3-year entitlements so that work assignments are done correctly (avoiding grievances and shuffling of work later.)

The contract does NOT say that Lecturers who are not on the list but do not come forward have given up their right to a 3-year appointment. CFA's position is that once established, that right to a 3-year appointment exists.

The format of the list might be hard copy, electronic, or preferably both.

2. PREFERENCE FOR WORK AND ENTITLEMENTS

The preference for available temporary work at the beginning of the academic year is spelled out in Article 12.29.a. Lecturer entitlements are based on the time base taught during the previous year (or for 3-year Lecturers the time base taught during the year before the 3-year appointment begins.)

This entitlement can no longer be reduced based on the argument that part of the time base was "temporary/temporary" work. The San Marcos campus has already filed a grievance because of the continued application of "temporary/temporary."

The new contract has a chart in Appendix F that helps determine entitlement eligibility.

3. TEACHING ASSOCIATES (TA'S)

Students appropriately hired as Teaching Associates still have preference over Lecturers so long as the TA's are graduate students making progress toward a degree in the program in which they are teaching and are carefully supervised. However there is now a cap on the hiring of TA's (Article 12.31). We should ask local administrations about their plans to monitor TA use. There will also be a systemwide joint committee to monitor TA use and use of other student classifications (Article 12.33).

4. APPOINTMENT OF NEW FULL-TIME LECTURERS

The hiring of new full-time Lecturers can only occur after exhausting the preference for work list in Article 12.29. The only exception is the very restricted “Visiting Faculty” classification in 12.29.a.6 and 12.34. We need to remind campuses about the restrictions on hiring new full-time temporary faculty and ensure correct coding (Code 2393). Talk to your Faculty Rights representatives if you believe the campus is not following this provision.

5. ADDITIONAL WORK/1.0 TIMEBASE/16th UNIT

Once entitlements are filled and careful consideration is given to incumbent Lecturers who do not have 3-year appointments, remaining available work must be offered to qualified part-time Lecturers up to and including a 1.0 time base, even if that means going over 15 units in a term (Article 12.29.a.8). Grievances should be filed if Lecturers are denied additional work because the work would exceed 15 units. (See appendix below for “Background Information on the 16th Unit Issue.”)

6. ZERO-TIME-BASE APPOINTMENTS AND RECALL LIST

If there is not enough work to fill 1-year and 3-year part-time entitlements during the term of an appointment, the Lecturer will maintain the entitlement during the term of the appointment, even if this results in a zero-time-base appointment. (As in previous contracts, full-time unconditional appointments must be honored during the term of an appointment or the administration must go through formal Article 38 layoff procedures.)

If there is not enough work at the end of a 3-year appointment to support a subsequent appointment, the Lecturer will be notified and placed on a recall list. CFA, upon request, will be given copies of all notification letters. (Article 12.12.h and Article 38.48)

7. LECTURER PAY INCREASES (GSIs and SSIs)

Lecturers have the same eligibility for General Salary Increases (GSIs) and Service Salary Increases (SSIs) as other faculty. Teaching in summer term counts toward SSI eligibility. No more than one SSI can be awarded per year.

Lecturers need to be reminded to check if they are eligible for the SSI that is retroactive to the beginning of the fall 2006 term. To be eligible, a Lecturer must have accrued 24 semester units or 36 quarter units since being appointed or since last receiving an SSI. (The last funded SSIs were in 2004.) If Lecturers are not eligible until the end of fall term, they should request the SSI then. SSIs are also funded for the three remaining years of the contract. (See the “FAQ on SSIs” at the CFA website for further information on SSIs.)

8. RANGE ELEVATION

Lecturers who are no longer eligible for SSIs in their salary range can apply for range elevation (Article 12.16-12.20).

Range elevation procedures were previously established at each campus. The new contract has improved language regarding timelines and also deletes the previous limits on how many appeals can be funded; therefore the Academic Senates will have to request changes in campus policies.

Because of the retroactive SSI, some Lecturers will become retroactively eligible (as of Fall 2006) to apply for a range elevation. The administration will have to notify these Lecturers of their eligibility. These Lecturers will likely go through the range elevation process during the 2007-2008 academic year but, if range elevation is awarded, it must be retroactive to the previous year.

9. LECTURER PERIODIC EVALUATION

In the new contract, Lecturers with 3-year appointments have to go through a periodic evaluation only once every three years unless either the administration or Lecturer requests a more frequent evaluation (Article 15.26).

In addition, the new contract specifies that no later than 14 days after the first day of instruction, evaluation criteria and procedures must be made available to Lecturers (15.3), rebuttal time on periodic evaluations is increased to 10 days (15.5), and classroom observations require notification and consultation. (15.14).

These changes will necessitate changes in campus and department evaluation policies.

10. GRIEVANCE PROCEDURES

The new contract has improved grievance procedures as well as an expansion of what matters can be grieved (Article 10).

The contract will have two grievance tracks: the established contractual track and a new “statutory/faculty hearing” track.

Elections will be held in the fall for the Faculty Hearing Panel (from which the faculty hearing committee members are chosen). All Lecturers are eligible to vote in the elections. Full-time Lecturers can serve on panels (but service is voluntary).

At the time of filing a grievance, faculty will have to pick one track (contractual or statutory). All faculty members are eligible to file grievances; however only faculty members who have been employed for more than one semester or quarter can file a statutory grievance.

All the statutory grievances have been “tolled” (postponed) until Fall 2007. CFA will

be putting out more information on the new grievance procedures. Refer faculty with questions to the chapter faculty rights representatives.

Lecturers can choose to use an expedited “umpire” arbitration system for Article 12 appointment issues once a grievance has gone through the campus-level part of the grievance procedure (contractual or statutory). See Article 10.28

11. BENEFITS ELIGIBILITY AT QUARTER CAMPUSES

Benefits eligibility at quarter campuses requires an appointment for at least six WTUs and at least two consecutive quarters. On July 2, 2007, the Chancellor’s Office sent a memo to quarter campuses encouraging the campuses to appoint faculty expected to teach for two consecutive quarters during the academic year to a two-quarter appointment rather than two one-quarter appointments, so as to ensure benefits eligibility. The letter is posted at http://www.calfac.org/lecturers_updates.html

APPENDIX: BACKGROUND INFORMATION ON 16th UNIT ISSUE

CFA was not able to get contract language mandating compensation for a 16th unit assigned to Lecturers as part of their accruing a 1.0 time base. However, the contract is now clear that 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.8.

Eligible Lecturers cannot be denied a course because it takes them above 15 units. We need to grieve any such situations.

Regarding payment, the State Controller apparently cannot process pay in one pay code for more than 15 units per term at one campus, but the 16th unit can be assigned to a different pay code. If the campus has had a practice (as does Cal State LA) of paying above 15 units, that practice should continue. Most campuses, even if they don't have a formal 16th unit policy such as that at Cal State LA, have paid above the 15th unit when they had an emergency situation and needed an instructor for a class.

If payment can't be mandated, the Lecturer can turn down the work, of course.

Or the Lecturer can accept the work and ask for load banking or spreading the units across more than one term, (perhaps, for example, teaching a configuration such as 16, 16, and 12 at a quarter campus).

Finally, the Lecturer can agree to teach the 16th unit as a voluntary unpaid one-unit overload. On one hand, CFA is opposed to people working without compensation; however, Lecturers might choose to teach an unpaid one-unit overload because, first they could earn more (e.g. 15 units of pay vs. 12) and second, by taking the 16th unit, they are more likely to accrue units up to a 1.0 academic year time base and build their entitlement, with the opportunity of working up to a full-time unconditional assignment upon a subsequent appointment.