

CFA Counselor's Handbook

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Introduction

Those of us who have worked in the CSU for most of our careers appreciate the huge professional gains counselor faculty have made over the years. As Student Affairs professionals, we have been highly influential in molding university life by way of organizational programming, educational outreach, and consultation. We are inherently enthusiastic collaborators, drawing together others in the Division of Student Affairs to support the educational mission of the university. And without a doubt, the professionalism, integrity, clinical skill, and compassion of counselor faculty have aided innumerable students through life crises and developmental challenges, affording them the help necessary to continue not only their classroom educations, but to foster their growth as healthy individuals.

And while many in the CSU recognize and even applaud the contributions of counselor faculty, when budget times are tough, our livelihood is at risk. If we do not continue to inform ourselves, to remain as activists, to support our CFA colleagues, then the professional gains for which we have fought so hard will be lost. It is my hope that this handbook is useful, giving you important information and resources regarding your rights as counselor faculty in the CSU. As a work-in-progress, I would encourage you to let us know what seems helpful and what needs to be added or clarified.

Like all good union activities, the California Faculty Association Counselors' Handbook was a collective effort. It was modeled and for some sections, drawn directly from the California Faculty Association Lecturers' Handbook. I want to thank Elizabeth Hoffman and others who worked on the Lecturers' Handbook who so graciously allowed us to use their materials. I also want to thank Linda Smith (San Diego), Lana Burris (Chico), Kent McLaughlin (San Jose), Rick Miller (Northridge), and Rick Nadeau (CFA Counselor liaison) for so capably writing whole sections of the handbook. Rick Miller (Northridge), Ron Perry (Fresno, retired), and Rick Cantey (Long Beach, retired), supplied the history and institutional memory that might otherwise be lost to us. It is not insignificant that we have committed a bit of counselor history, pen to paper.

In Union,

*Elie Axelroth (Cal Poly, SLO)
CFA Counselor Representative
September 2004*

Counselors and CFA: A Brief History

Higher education in this country has traditionally adhered to the concept of *in loco parentis*, assigning some level of responsibility to colleges and universities — in place of the parents — for the well being of its students. In the California State University system, as in many other universities, this led to the development of Student Health Centers, Offices of Student Life, and Counseling Services; and thus, in one form or another since the beginning of the system, professional counseling, including individual and group counseling, outreach and prevention education, and consultation have been fundamental services within the California State University system.

Initially, counselors were acknowledged as holding academic and professional backgrounds and credentials similar to those of teaching faculty. As a result, within the California State College System (as it was called at the time), counselors were regarded as general faculty, holding class and rank, tenure, benefits, privileges and salary equal to their teaching colleagues. For many years, Counseling Services evolved on a track parallel to their teaching department colleagues, developing a professional identity and taking on increasingly complex roles on campus.

In the early 1970s, the Chancellor's Office began a move to separate counselor and teaching faculty. Counselor faculty working in the division of Student Affairs were designated as Student Affairs Officers (SAOs), thus administratively separating them from their teaching colleagues. The Academic Related (AR) designation was added for counselors and others who had previously held class and rank. Originally, there were no functional differences between the old and new classification, with five ranks in the new SAO-AR and no differences in salary. Subtle differences, however, were instituted in retention, promotion, and tenure procedures.

In 1982, the legislature approved collective bargaining (unionization) for many state agencies, including the California State University. Despite advice from its own attorneys that counselors belonged with teaching faculty in Unit 3, the Public Employees Relations Board (PERB) divided the system into nine bargaining units, assigning counselors to Unit 4 along with other student affairs staff, while assigning teaching faculty and librarians to Unit 3. This split from the teaching faculty began a downward trend for counseling faculty. The SAO-AR's in the new Unit 4 became Student Service Professionals, Academically Related (SSP-AR) with new guidelines, new job descriptions, new qualifications, new criteria for reclassification (not promotion), and different benefits. A different and lower salary schedule was instituted which was the beginning of a salary gap that widened over the next ten years.

It was a challenging time for counselors. While the level of psychopathology and intensity of student problems was on the increase, salaries were falling substantially behind teaching colleagues. In addition, universities were becoming more risk-averse and demanded an increase in professional preparation: doctorates and state licensure became requirements; an inflexible 40-hour scheduled week mandatory; and morale declined. Some Unit 4 cohort members resented counselors' advanced degrees, licensure, higher salaries, and remaining faculty privileges. This tension within the Unit translated

into rifts within the Division of Student Affairs and further alienated counselor professionals from the rest of the institution. In addition, perceived as outsiders, counselor positions were exploited for salary savings and resigning or retiring counselor positions were often lost. The number of counselor faculty in the system declined significantly never to rebound.

Other difficulties arose during this period, further underscoring the challenges posed by PERB's unfortunate decision to place counselors in Unit 4. By the late 1980s, a statewide group of counselors began to explore the possibility of rejoining Unit 3. Formally called a Unit Modification, PERB maintained strict rules for such a move that involved the agreement of both units, both bargaining representatives, and of course the CSU administration.

In time, the two bargaining units and their agents agreed that the assignment of counselors to Unit 4 had been a mistake in the first place. Unfortunately, the Chancellor's Office remained strongly opposed to reassignment. In many discussions over the ensuing years, the Chancellor's Office raised various roadblocks. A group of counselors from campuses across the state worked for hundreds of hours to hit the ever-moving target presented by the Chancellor's representatives: counselors were required to reach and maintain 80% membership in APC; counselors were required to prove their jobs to be similar in nature to professors and librarians; counselors were required to petition both unions for permission to change. And still the system's representatives refused. Finally, in the fall of 1991, PERB announced that the CSU was ready to agree with all parties to the unit modification moving counselors from Bargaining Unit 4 to Unit 3. No increase in benefits, wages, or conditions was attached to the reassignment. Any changes would have to be bargained by CFA in the future.

Thus began the present chapter in collective bargaining history of CSU counselor faculty. With CFA's support, the move to full parity began. Initially, the gap in salary scales was the most vexing issue. Again, a small, dedicated group of counselors undertook a nationwide study of university counseling salaries, attempting to show that California's professional counselors were underpaid. Over time and with the strong support of teaching and librarian colleagues, counselor faculty regained many of the losses of the 1980s.

There is still, however, some disparity between counselor and teaching faculty. With formal membership on the bargaining team, counselors were able to obtain sabbaticals during re-opener negotiations. Pay parity with large salary increases for all ranks was obtained during full contract bargaining. While there is no gap in salary, counselors however, are unable to FERP. Faculty Early Retirement Program (FERP) allows retired faculty to continue half-time duties for as many as five years while receiving retirement salaries and benefits. When this benefit is achieved, counselor faculty will finally have all major components of faculty status.

It should be noted that much of the credit for the successes counselor faculty have enjoyed are due to the hard work of the following people. This is by no means an exhaustive list, and others should feel free to add names from their memories. We are

very grateful to the hard work of: Dr. Ron Perry (Fresno), Dr. Hal Giedt (Northridge), Dr. Rick Gutierrez, (SF), Dr. Rick Cantey (Long Beach) Dr. Jeff Clark (Sacramento), Dr. Bill Sternal (LA), Dr. Lee Broadbent (Fullerton), Dr. Martha Kazlo (San Bernardino) Dr. Rick Miller (Northridge), Dr. Elie Axelroth (SLO), and most of all to Dr. Linda Smith (San Diego) for her unflagging efforts in the long march to today.

Compensation

Appointment on the Salary Scale

Counselor faculty have been given the designation of Student Services Professional-Academic Related (SSP-AR) and are appointed at Level I, II, or III. Counselors are also given the designation of academic year only (AY) or 12-month appointments. Academic Year (AY) means that the counselor works during the academic calendar. No vacation, as such, is accrued, but vacation time coincides with academic breaks and the summer session. In a somewhat complicated payment schedule, paychecks are received throughout the year.

The 12-month appointment is just that: counselors accrue vacation time and work year-round. Counselor faculty are not eligible at this time for the 10/12 plan. This plan, available to librarians, would allow 12-month counselors the option of working 10 months each year. Under the 10/12 plan, vacation, sick leave, and service credit toward retirement is accrued for the entire year. (As opposed to working 2 months without pay, in which case service credit is only accrued for 10 months and health benefits are discontinued.) This option for 10/12 employment may be negotiated by CFA at a later date.

Counselors may be hired at any particular point on the salary scale. This determination is usually based on academic background, professional ability and experience. Budgetary considerations also play a role in determining where counselor faculty are appointed along the salary schedule. The university determines the salary it will offer the counselor at the time of the initial appointment; this salary is negotiable at the time of appointment. Afterwards, the beginning salary usually determines the individual's salary level for subsequent reappointments.

In 2002, as a result of many years of negotiation, counselor faculty received salary parity with teaching faculty. The salary of an SSPAR Level I, II, and III are equivalent to an assistant, associate, and full professor salary, respectively. See Appendix C for the CSU Salary Schedule for Counselors in the contract.

Salary Increases

After the initial appointment, there are three main ways that counselors typically receive increases in salary: across-the-board General Salary Increases (GSIs); Service Salary Step Increases (SSIs); and promotions. Other potential avenues for salary increase are merit pay and market or equity increases.

Each year, CFA and the CSU negotiate **General Salary Increases** (GSIs) based, in part, on what the legislature and the government decide is available for increasing the salary pool for the year. These increases are intended to offset the effect of inflation on the faculty's purchasing power (though faculty purchasing power is less now than it was in

1972). Once a GSI is negotiated, all faculty members receive the same percentage increase.

Service Salary Step Increases (SSIs) refer to upward movement on the salary schedules. Such adjustments are determined by the CFA and CSU during negotiations annually. Awarding of an SSI is based upon the determination of the appropriate administrator that an employee has performed in a satisfactory manner in carrying out the duties of his or her position. In recent years, the amount of the SSI has been 2.65% and has been effective at the close of business on June 30 of that year. A counselor who has been denied an SSI has the right to a meeting with an appropriate administrator within seven (7) days to review the denial and may be represented by the CFA.

There are some limitations to SSI step increases. All salary ranges in the salary schedule have an “SSI Max Step.” You cannot receive SSI increases beyond this amount of money. In addition, under the current salary schedule, a counselor may receive no more than 8 SSI step increases within each level or rank, i.e. SSPAR Level I, II, or III.

On most campuses, **promotion** from SSPAR-I to SSPAR-II usually occurs at the time tenure is awarded (usually after 6 years of service). However, in some circumstances, when a counselor is performing duties more typically done by those who are at the SSPAR-II level, it is possible to request early consideration for promotion.

Merit Pay

Merit pay for counselors will only become available if the negotiated compensation increase settlement between CFA and CSU exceeds 3.5% and is subject to future bargaining. Though this has not been the case in recent years, any future merit awards cannot diminish any counselor’s eligibility for remaining Service Salary Increases.

Direct Deposit

All bargaining unit employees determined eligible by the State Controller’s Office are eligible to participate in the direct deposit program.

Benefits

PERS Eligibility for Health Benefits

Health benefits are provided through the California Public Employees Retirement System (CalPERS) and are available to faculty who meet PERS eligibility standards. This health benefits eligibility covers medical benefits, vision and dental care, life insurance, and disability income protection insurance. Temporary counselor faculty unit employees are eligible for CSU health insurance if they are employed at least half-time for a period of more than six months.

Health, Vision, Long-Term Disability and Life Insurance

For employees who meet PERS eligibility standards, some health plans, plus non-PERS vision, life insurance, and long-term disability benefits are fully paid by the university. Note that domestic partners are eligible family members under the bargaining contract. However, benefits for domestic partners are taxed as income under current federal law. Health plans that require an employee contribution are also available through PERS. Because health insurance considerations are complex, questions are best addressed to your campus benefits office. Counselors who live in certain rural areas may be eligible for a stipend of \$500 for each full-time employee and a pro-rated amount for part-time employees.

Dependent Care Reimbursement Program

Counselor faculty are eligible to participate in the CSU Dependent Care Reimbursement program (DCRA). This is a voluntary benefit that offers you the ability to pay for eligible out-of-pocket dependent care expenses with pre-tax dollars, thus reducing your tax liability. Eligible expenses include such things as day care expenses for a dependent child under 13 years old, or care for an elderly parent. Contact your Human Resources office for more information.

Flex Cash

Counselors may waive medical and/or dental benefits through the Flex Cash Program and receive a monthly payment, if they can document having non-CSU health coverage from another source.

Fee Waiver

All probationary and tenured counselor faculty and temporary counselors with at least 6 years of full-time equivalent service in the department may enroll in the CSU fee waiver program subject to provisions of the bargaining contract. This benefit, which covers up to two CSU courses or 6 units whichever is greater, may be extended to a spouse, domestic partner, or dependent child subject to certain conditions as defined in the contract.

Miscellaneous Benefits

Counselors are eligible to use campus recreational facilities as long as it has been determined that this use does not interfere with student use.

Counselors can be reimbursed for expenses incurred as a result of travel on official CSU business in accordance with CSU travel regulations.

Counselors are eligible for payroll deductions for parking fees at CSU facilities. Eligible bargaining unit employees can participate in the CSU Pre-tax Parking Fee Deduction Plan.

Employment

In order for CFA to help protect your rights, it is critical that you stay informed about your employment status. CFA recommends that counselor faculty keep a carefully maintained file of documents pertaining to their employment in the CSU.

The following information should be kept in your records:

- All appointment letters
- Date of your first appointment
- Date of your most recent hiring and/or duration of your current appointment
- The time base for your current appointment
- Your current salary range
- Your current step in the range (or number of SSI counters remaining to you)
- Your current salary

Appointment Letter

A counselor's terms of employment are further specified in the appointment letter. At the time of appointment, a counselor must be provided with a letter specifying the effective dates of appointment, other unique aspects of the appointment, and the salary. The appointment letter also serves as the notice of termination, since it indicates the specific period of employment, including the end of that period. If you are not provided with this letter, request it from the Director of Counseling Services.

It is important not to confuse the appointment letter with the contract. The appointment letter states terms specific to the individual counselor. The contract (collective bargaining agreement or CBA) is the master agreement for all faculty statewide. For example sabbaticals, which may be awarded to counselor faculty, are an important provision in the contract, but would not be mentioned in the appointment letter.

Part-time appointments are conditional on budget and enrollment, while full-time appointments cannot be. The appointment letter states specific budgetary or enrollment conditions under which the appointment becomes void.

The terms of an appointment letter must never be less than the terms stated in the contract. Individual campuses may also have varying policies pertaining to counselors, such as those that define eligibility for service on academic committees. These policies may be available through the departmental office, academic senate, or personnel office. Such policies may not conflict with the terms of the contract.

Personnel Files

Your personnel file, sometimes called the Personnel Action File (PAF) or Working Personnel Action File (WPAF), is important. This file contains the documentation of

demonstrated competence and accomplishments on which your department chair or hiring committee must base decisions regarding your reappointment, promotion and/or tenure. It is your responsibility to ensure that your file is up-to-date. The official copy is kept in the office of a designated custodian of the files, usually in Academic or Faculty Affairs or Student Affairs. You have a right to see and review this file, and also to add to it. You should find the written records of your employment in this file. You may add materials that document your counseling competence, scholarly and creative activities, professional development, and other activities at the university or in the community. The university administration must base any personnel actions taken with respect to you on your official file. You must be given a copy of any item five days before it is placed in your file.

You have the right to respond in writing to any material placed in your file. Your rebuttal or explanation will then be included in your file. Review your file periodically (at least once a year) so that you are familiar with its contents. 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 no one else is 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 current curriculum vitae.

Evaluation

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

Evaluation criteria and procedures are developed by appropriate faculty committees and approved by the campus president. Your department must make written evaluation criteria and procedures available to you within 14 days of the start of work (Article 12.2). Any changes in evaluation criteria made prior to commencement of an evaluation must be given to the employee in advance. The criteria and procedures may not be changed after the evaluation process begins. If you have not received this information, you should request it from the Counseling Center Director.

Since RTP decisions are to be based solely on the contents of your personnel file, it is important that you make sure you are evaluated. Evaluations of counselors' clinical work **may** consist of written student evaluations, peer review by a peer committee, and evaluations by appropriate administrators. It is up to you to decide what type of evaluation best reflects your professional work. Other information, documenting performance in the areas of service to the community, research, creative and/or professional contributions, etc. may also be a part of the file.

Each stage of the evaluation process should result in a written recommendation which is incorporated into your personnel file and of which you will receive a copy. You have the

right to submit a written response, following receipt of the recommendation. In any response you make, it is generally best to avoid inflammatory language and address carefully the issue(s) raised. Because the nature of your response is important, review it with a sympathetic colleague or a CFA representative.

Careful Consideration

Under the contract articles on Personnel Files, Appointment, and Evaluation (Articles 11, 12, and 15, respectively), lecturers have important rights with respect to possible re-employment. While the right to “careful consideration,” has not been tested for temporary counselor faculty, it is CFA’s position that these same rights apply to counselors. CFA has successfully argued that department and campus criteria and standards for the evaluation of lecturers must comply with Article 15.

What is careful consideration? At a minimum, it 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, and the decision should not be capricious or arbitrary. Arbitrator Adolph Koven stated the following with respect to a case in which a lecturer asserted that she had not received careful consideration:

...The University should be able to show concrete evidence of how the decision not to retain him or her was reached and that the decision had a reasonable basis ... [A] simple assertion by an administrator, standing alone, [can not] be used to establish that “careful consideration” was given. (In the Matter of Betty Brooks, AAA Case No. 3-84-102, Arbitrator Adolph m. Koven, 1986)

Another arbitrator, Phillip Tamoush, offered the following useful, succinct definition of careful consideration:

“Careful consideration” means exactly that, cautious, accurate, thorough and concerned thought, attention and deliberation to the task at hand. In a sense, on behalf of applicants, it can be viewed as a benefit to guarantee that special attention be given to persons who have already devoted effort and gained experience within the system and especially the department where the “new” position exists. (In the Matter of Bryant Creel, AAA Case No. 72-390-0028-85, Arbitrator Philip Tamoush, 1985)

Arbitrators Koven (in Brooks) and Kenneth Perea (see In the Matter of Kenneth A. Lebeiko, AAA Case No. 385-17-G, Arbitrator Kenneth Perea, 1985) amplified the definition of careful consideration by determining that the administration must follow established evaluation and decision-making procedures.

Not all campus administrators and Counseling Center Directors have a full awareness of their obligations with respect to careful consideration. Therefore, it is important for you to take a proactive approach when you seek reappointment. You should consider taking the

following steps: meet with your Director to discuss your possible reappointment. In writing, request a subsequent appointment. Finally, review Counseling Center and campus guidelines for evaluation and appointment of counselors to make sure your department follows them in your case.

If you believe you have not been reappointed because you were not carefully considered, it is important that you seek assistance from your counselor representative, one of your CFA Chapter Faculty Rights Committee members, or your CFA staff representative as soon as possible.

Leaves

All counselor faculty in the CSU are eligible for various kinds of leaves, both paid and unpaid. This section highlights both paid and unpaid. (See the contract for a complete listing of leave provisions and remember to check for any provisions pertaining to prorating of time/compensation for part-time faculty.)

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

Sometimes faculty, including temporary faculty 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, but it is important to follow the established leaves procedures for these protections to work.

Paid Leave

All counselor faculty accrue credit for **paid sick leave**. Part-time/temporary faculty accrue credit on a pro rata basis.

Upon request to the campus president, two days of **paid bereavement leave** will be granted in the instance of a death in the immediate family. See Article 23.3 for a recently expanded definition of “immediate family.” Three days will be granted if the death requires that you travel over 500 miles from your home. You may also use up to 40 hours of accrued sick leave in such an instance, if authorized by the university.

All bargaining unit employees are entitled to up to 30 days of **paid maternity/paternity leave** for the period commencing up to 60 days after the arrival of the new child. Only workdays are counted in determination of the calendar span of the 30 days of leave. See also disability leave and unpaid maternity/paternity leave below.

Full-time counselor faculty, including temporary faculty are eligible for both **sabbaticals and difference-in-pay leaves** for approved professional 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, temporary faculty would have to take such leaves early in an appointment period. There are many conditions that apply to these leaves; consult Articles 27 and 28 of the contract.

One day per calendar year may be used for a **personal holiday**. Scheduling of a personal holiday must be by mutual agreement of the counselor faculty and appropriate

administrator, usually the Counseling Center Director. Personal leave days are not cumulative.

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

For information on **disability leave** consult Articles 24.18-21 and check with your faculty affair/benefits office. Check also with the California Employment Development Department (EDD) for information about state disability insurance benefits. The EDD telephone number is 800-300-5616 and the website address is:
<http://edd.ca.gov/dirq2501.htm>

Under Government Code Section 12945, subdivision (b)(2), female employees have a legally guaranteed right to take up to four months of pregnancy disability leave. This may be supplemented with paid or unpaid family care or medical.

Unpaid Leave

All counselor faculty may be granted **unpaid personal leave** for a specific purpose and length of time. Part-time temporary counselor faculty may be granted unpaid personal leave for a short duration, not to exceed one semester or one quarter. Temporary faculty will not lose any accumulated employment rights for taking such a leave, although if the leave extends longer than 15 days, you become responsible for payment of insurance premiums for any health or dental benefits you may have. The campus president will determine if the leave constitutes a break in service; if this is the case, the employee must be informed in advance of the effective leave date.

Unpaid professional leave allows counselor faculty to take advantage of scholarly and/or other professional opportunities away from the campus. There are a number of conditions that apply, so consult the contract for details. Note especially that responsibility for health and dental benefit payments shifts to the employee during a leave of this type.

Counselor faculty, including temporaries, may receive up to 12 weeks of **unpaid family 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. (See also paid maternity/paternity leave above).

Note that all leave rights automatically terminate at the end of an appointment.

Retirement

California Public Employees' Retirement System (CalPERS)

Most counselor faculty are eligible to enroll in the CalPERS Retirement System, which has both employee and employer contributions. CSU employees eligible for CalPERS also pay into the Social Security retirement system and thus contribute to their future Social Security benefits. Vesting in CalPERS (meaning you are eligible to retire) occurs after you have put in the equivalent of five full-time years of service and are at least 50 years old. You must retire within 120 days of separating from the CSU in order to remain eligible for CalPERS health benefits.

Part-Time, Seasonal, and Temporary (PST) Employees Retirement Plan

If you are not eligible for CalPERS, you will be enrolled in the PST Retirement Plan. This plan is funded entirely by employee contributions that equal 7.5% of your salary. If you later become eligible for CalPERS, you have the option of rolling over your PST contributions into another plan called the State 457 Retirement Plan, something like an IRA or a tax-sheltered annuity.

If you separate from CSU service without actually retiring, you may cash out of the retirement system to which you have made contributions.

Tax-Sheltered Annuity

Counselor faculty may participate in a tax-sheltered annuity plan at the time of his or her hire. This option is funded entirely by the employee's contributions, but the benefit is that payment of taxes on the portion of the salary that is invested is deferred.

Pre-retirement Reduction in Time Base (PRTB)

A PRTB allows tenured counselor faculty at the age of 55 years to reduce their time base (and salary), but continue to accrue full service credit toward retirement. In order to be eligible for a PRTB, the counselor must have been employed in the CSU full-time for at least 10 years. Once the counselor is authorized to participate in PTRB, the counselor may not revoke the reduced time base and return to full-time employment unless approved by the president. In addition, a PRTB may participate for up to 5 years, at which time the counselor is then retired from the system. See the contract and your Human Relations office for more information.

Faculty Early Retirement Program (FERP)

At the present time counselor faculty are not eligible for the Faculty Early Retirement Program (FERP). This option may be negotiated by CFA during future negotiations.

Grievances

Counselor faculty now have the same grievance rights and due process protections as their teaching faculty colleagues. CFA can help resolve many problems or complaints informally and encourages this approach where it seems effective and appropriate. However, depending on the specific circumstances, formal dispute resolution provided by the contract may be necessary.

The Collective Bargaining Agreement (CBA) distinguishes between three basic types of grievances: contract grievances, faculty status disputes, and disciplinary grievances. All three types of grievances may be taken by CFA to **binding arbitration** and this allows counselor faculty to have the case heard before an independent arbitrator who has the legal authority to overturn the university's action. All grievance articles cited below may be found in the contract section on the CFA Web site at: www.calfac.org

Contract grievances claiming that the university misapplied or violated specific provisions of the contract must be filed at the campus within 42 calendar days of a faculty member becoming aware of a grievance. An example of a grievance is the placement of materials in your personnel file without you being notified. Provision 11. 4 of the contract states that faculty must be notified of the placement of materials in their file and must receive a copy of such materials five (5) days prior to its placement in the file.

Faculty status disputes, claiming that the university violated terms of the contract and misapplied university policies and **standards and criteria** for retention, tenure and promotion (RTP), must be filed with a *dispute letter* to the President (or designee) within 21 days of receiving a notice that you've been denied retention, tenure, or a promotion. A form for this letter can be found on the CFA website. Each campus has its own specific policies, procedures, standards and criteria documents for the retention, tenure, and promotion of counselor faculty. Since the CBA provides that all personnel decisions must be based upon the evidence in the personnel action file, and because final decisions often flow from the peer review and administrative evaluation process, Articles 11 (personnel files) and 15 (evaluation) are always relevant articles to cite in any faculty status dispute matter. To win a faculty status case, CFA must meet the "burden of proof" that the final campus decision was not based upon "reasoned judgment" and was capricious, arbitrary, and/or prejudicial to the grievant.

Discipline cases have much faster timelines, going into effect when a counselor receives a "notice of pending disciplinary action" from the administration which sets up the disciplinary action procedure. Discipline cases usually articulate a claim of "unprofessional conduct," and have three kinds of sanctions –suspension, demotion, and termination. Since the timelines on discipline cases are very fast, CFA must be notified by counselor faculty as soon as possible so that CFA can begin reviewing the case for possible arbitration. The timelines and procedures for discipline are found in Article 19 of the CBA. After completing the disciplinary procedure and receiving a final notice from the President, CFA has only 10 days to decide whether to arbitrate the case. If CFA says "no" to arbitration, counselors have the right to have the discipline reviewed by the State Personnel Board, which makes a recommendation to the President.

Reprimands are covered in Article 18 of the CBA and are not considered disciplinary actions. However, since reprimands can be a first step towards a future disciplinary action, they should also be treated as very serious matters.

On each CSU campus, CFA has trained faculty available to help counselors with grievances. In addition, there are professional staff members on each campus to provide assistance. If you think you have a grievance, have been notified of a pending disciplinary action, or have been denied retention, tenure or promotion, it is your responsibility to immediately contact CFA for assistance. We will help you understand the process and inform you of your rights. We can also provide representation at level 1 and informal meetings, and when possible, work out a settlement that avoids the need to litigate the case.

CFA has a complex process of reviewing grievances as they move from the campus to the Chancellor's office and then to CFA for a final review and decision. If the case is denied arbitration by CFA's Director of Representation, counselors are provided an appeal process before a statewide representation committee that has the authority to reverse the decision not to arbitrate.

Why join CFA?

CFA has been a staunch supporter of counselor faculty beginning in the late 1980s with the union's advocacy supporting a unit modification moving counselors from Unit 4 to Unit 3. CFA's support for counselor faculty continued into the 1990s with the fight for salary parity with our teaching faculty colleagues. (See the section on *Counselors and CFA: A Brief History* for more on why counselor salaries lagged behind teaching faculty beginning in the 1970s). Over the course of many years, CFA continued to press this issue during negotiations, making it a priority. In 2002, CFA prevailed with salary parity. This resulted in salary increases of anywhere from 6% to over 22%. While this would not have happened without the persistence and hard work of a number of counselors in the system, CFA's advocacy was essential to success.

What is the difference between a fee payer and a CFA member?

Legislation passed in 1999 amended an inequity uniquely affecting unions representing state employees in higher education. When the bill became law, non-union members could be assessed a percentage of the dues that members pay to support contract bargaining and representation on their behalf during grievance hearings. Even if you are not a member of CFA, you will notice a deduction, called an **agency fee**, on your paycheck for CFA.

Note: CFA dues are assessed at a little less than 1% of your salary. The agency fee is approximately 70% of dues, which means, for example that a counselor making \$4,000/month would pay \$26.60 in agency fee or \$38 a month to be a CFA member. The difference is only \$11.40/month to be a CFA member.

Why is this important? In addition to the important advocacy provided by CFA, membership entitles faculty to a number of benefits. For counselor faculty perhaps the most important is a one million dollar **malpractice insurance** policy that is in force while we are engaged in activities connected to our employment in the CSU. The Educators Employment Liability Program is provided through the National Education Association (NEA). More information about CFA member benefits may be found on the CFA web site or contact NEA regarding the educator's liability program at www.nea.org

Participating in CFA

CFA has been able to advocate effectively for counselor faculty because a number of counselors over the years have become active in the statewide organization, acting as spokespersons on the issues unique to counselors in the CSU. This initial grassroots effort led to counselors becoming an integral part of the faculty union. While counselor faculty fought for and successfully obtained salary parity, there are a number of key issues still to be negotiated. It would not be an overstatement to conclude that counselor faculty must continue to be actively involved in the union in order to maintain the gains made.

Counselors may participate in a number of ways: as a counselor representative, going to campus chapter meetings, or participating on the counselor faculty listserv. Even if you decide not to be active in CFA, it is important to stay informed and to know your rights.

Counselor Representatives

Counselor faculty in every Counseling Center in the CSU system are encouraged to nominate a representative to CFA. The Counselor Representatives meet twice a year to discuss current issues facing counselors, for example, hiring practices, grievances, salary and other benefits, and contract negotiations.

Campus Chapter

Each campus has an Executive Board that meets regularly and invites your ideas and input. It is important that counselor faculty, teaching faculty, librarians, lecturers, and coaches support each other in the instructional mission of the university. You may participate by attending, or serving on a number of committees such as Faculty Rights which deals with grievances, the Membership Committee, or the Political Action Committee.

Staying Informed

Even if you are unable to participate in union activities, it is important to stay informed and know your rights. Your livelihood and profession are at stake. Familiarize yourself with the Collective Bargaining Agreement (CBA) between Unit 3 and the CSU. For a copy of the current CBA, contact your campus chapter or print out a copy from the CFA website at www.calfac.org.

You may sign up for the union Counselor Faculty listserv by contacting the Counselor Representative to the CFA Board at www.calfac.org/counselors.html. At the same website, read the CFA Headlines or have them emailed to you directly. The Headlines will keep you informed of the latest issues facing CSU campuses including legislation, budget, and other activities of CFA. It is your union. Keep it strong.