

**ACADEMIC SENATE
of
CALIFORNIA POLYTECHNIC STATE UNIVERSITY
San Luis Obispo, CA**

AS-698-09

**RESOLUTION ON FURLOUGH IMPLEMENTATION
AND FACULTY RIGHTS**

- 1 WHEREAS, Both California Faculty Association (CFA) and The California State University (CSU)
2 acknowledge that budget cuts “will naturally have consequences for the quality of education
3 that we can provide”; and
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- 5 WHEREAS, The side letter between CFA and CSU outlining the good faith terms for the furlough
6 implementation is complicated; and
7
- 8 WHEREAS, In these difficult times, faculty must be given sufficient latitude for implementing the
9 furlough while carrying out their job responsibilities; and
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- 11 WHEREAS, The nature of faculty responsibilities defy a fixed time frame or percentages of work per
12 day/week; and
13
- 14 WHEREAS, In several colleges, the deans have attempted to place restrictions on faculty choice of
15 furlough days beyond the guidelines in the CFA-CSU side letter; therefore be it
16
- 17 RESOLVED: That the Cal Poly Academic Senate urge that the process for implementing the furlough
18 remain as simple as possible, in accordance with the CFA-CSU side letter on the furlough;
19 and be it further
20
- 21 RESOLVED: That faculty rights be respected in choosing their own furlough days according to their
22 professional judgment and within the guidelines of the side letter; and be it further
23
- 24 RESOLVED: That campus and college administrators refrain from imposing additional restrictions or
25 guidelines that further complicate, restrict, or constrain faculty rights to reduce their
26 workload in accordance with the furlough side letter; and be it further
27
- 28 RESOLVED: That the Cal Poly Academic Senate deplore all forms of pressure and coercion that may be
29 brought to bear on faculty as they struggle to balance the need for furloughs against meeting
30 their job obligations; and be it further
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- 32 RESOLVED: That the Cal Poly Academic Senate declare that any work reduction or furlough arrangement
33 that impacts curricular operations remain within the purview of the faculty; and be it further
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- 35 RESOLVED: That copies of this resolution be forwarded to the Provost, Associate Vice President for
36 Academic Personnel, the college deans, and department chairs/heads.

Proposed by: Academic Senate Executive Committee
Date: September 22 2009
Revised: November 17 2009

REFERENCE MATERIAL

CSU 7-28-09 Furlough Agreement with CFA

1. Preamble

- a. To preserve, in light of the reduction by approximately \$583,816,000 from the Legislature's February 2009 special sessions budget revisions of the state general fund support in the CSU 2008-09 and 2009-10 budgets, as many faculty unit jobs as possible and at the same time to serve as many students as possible without unreasonably increasing workload, while acknowledging that cuts of this magnitude will naturally have consequences for the quality of education that we can provide, CFA and CSU hereby agree to the following Memorandum of Understanding.
- b. The purpose of furloughs is to lessen the severity of layoffs by reducing compensation costs.

2. Definitions

- a. The term "furlough day" as used in this Agreement refers to a day on which a faculty unit employee is normally scheduled to work, or is in pay status, that is taken as an unpaid day off.
- b. The term "pay status" as used in this Agreement refers to the time in which a faculty unit employee is working or is on paid leave.

3. Furlough Days

- a. The President may designate specific furlough days as campus closure days, or partial campus closure days (including reduced administrative services days). For instructional faculty unit employees, campus closures or partial closures above shall be limited to six (6) days. Scheduling of additional furlough days shall be by mutual agreement of the faculty employee and the appropriate administrator. Absent mutual agreement, the appropriate administrator shall designate the furlough days for the faculty employee based on compelling operational needs of the campus and shall explain those needs in writing to the faculty unit employee.
- b. Full-time Academic Year faculty unit employees shall be subject to eighteen (18) furlough days during the 2009/2010 academic year. The pattern of days shall include no more than nine (9) furlough days per semester and six (6) furlough days per quarter. At

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CSU Stanislaus the pattern of days shall include no more than eight (8) days in the fall term, two (2) days in the winter term, and eight (8) days in the spring term.

- c. Full-time 12 month Faculty Unit Employees shall be subject to twenty-four (24) furlough days between July 1, 2009 and June 30, 2010. 10 month employees shall be subject to no more than twenty (20) furlough days between July 1, 2009 and June 30, 2010.
- d. Full-time Faculty unit employees on a cruise calendar at the California Maritime Academy shall be subject to twenty (20) furlough days during the dates of the cruise academic calendar for 2009/2010.
- e. Salary Reduction – the salary reduction for Academic Year, Ten (10) Month and Twelve (12) Month Faculty Unit Employees shall be 9.23% of the annual salary.
- f. Furlough Credit – for each month in which a salary deduction is taken a corresponding furlough credit shall be given to the Faculty Unit employee.
- g. Furlough Observance - The Furlough Program shall allow a Faculty Unit employee to observe up to four (4) furlough days in a single calendar month. With the exception of this one-time observance no employee shall be subject to, or take, more than two (2) furlough days in any calendar month for a full-time faculty unit employee over the terms of this agreement. Due to the unique calendar at the California Maritime Academy, the parties agree that exceptions to the maximum observance days per week and per pay period may be made.
- h. A Faculty employee shall not be permitted to observe more than one furlough day in any workweek, except during one week during the month of the four (4) day exception in 3(g) above.
- i. Full-time Faculty Unit Employees who after June 30, 2008 voluntarily reduced their time-base shall be allowed to return to their prior time-base within thirty (30) days of the effective date of this MOU.
- j. The President may designate the day after Thanksgiving as a furlough day.
- k. For Academic Year Faculty unit employees, only those days that are workdays within the academic calendar may be used as furlough days.

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- l. All furlough days must be taken before June 30, 2010.
- m. At the end of the negotiated Furlough Program, the President shall ensure that all Faculty unit employees have taken the appropriate number of furlough days commensurate with the salary reductions that have been made.

4. Employee Salary Rates and Schedules

- a. Each employee's pay reduction necessitated by furloughs shall be spread evenly over the months in which deductions are made. With an effective implementation date of August, this would mean an eleven month period for 10 month and 12 month employees (which equates to a 10.07% monthly deduction) or, for academic year employees, the 9.23% shall be deducted over the pay periods associated with the 2009/2010 academic year. For academic calendars in which the first pay period is September 2009, salary reductions will continue through the August 2010 pay period.
- b. Part-time employees shall be subject to furloughs on a pro-rated basis. Pro-ration shall be determined consistent with the employee's time base.
- c. Employees may not substitute vacation days, sick leave, or personal holidays for furlough days.

5. Faculty Unit Employee Workload

- a. The composition of professional duties and responsibilities of individual faculty members shall be determined as described in Article 20 of the CBA. The furloughs described herein shall not result in an unreasonable workload or schedule within the meaning of Article 20.3.
- b. Prior to starting their assignment for any term, pursuant to this agreement, Faculty Unit employees shall certify in writing that:
 - i. They will not work on the assigned furlough day; and
 - ii. They will not work beyond the duties assigned for the furlough week
- c. In order to effectuate the observance of the furlough for full-time librarian, counselor, or coaching employee(s), who are governed by the provisions in Articles 20.15 and 20.29, that week's assignment shall be reduced by (eight) hours per Furlough Day taken

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during that week. This provision shall apply pro-rata to any less than full-time librarian, counselor, or coaching employees.

- d. To address the impacts on probationary faculty caused by furloughs, the furloughs described herein shall have no adverse effect on the eligibility for, and award of, tenure pursuant to Article 13 and/or promotion pursuant to Article 14 for probationary and tenured faculty unit employees. At the request of a probationary faculty unit employee made to the appropriate administrator between July 1, 2009 and June 30, 2010, the probationary period of such employee will be increased, by one (1) year from the normal probationary period of six (6) years of full-time probationary service and credited service specified in Article 13.3 to a probationary period of seven (7) years of full-time service and credited service, provided that the request is received by the appropriate administrator before the first level of review has rendered its recommendation concerning an active application for tenure and/or promotion by the employee.
 - e. For the duration of the furlough program, no additional administrator or volunteer (who did not teach in Academic Year 2008/2009) may perform bargaining unit duties in a department in which faculty unit employees are subject to furlough.
6. Impact of Furlough Program on Salary Programs, Benefits and Retirement
- a. The Furlough Program shall not affect an employee's anniversary date or seniority credit or create a break-in-service. The Furlough Program shall not impact the accrual of vacation and sick leave or the payment of health, dental or vision benefits, or the Flex Cash Option.
 - b. The Furlough Program shall not impact compensation levels for the purposes of CalPERS retirement under the current Regulations. These benefits shall be based on the unchanged salary rate that would have been credited had the employee not been furloughed.
 - c. These furloughs also shall have not affect the eligibility for, award of, and amount of, leaves of absence with pay pursuant to Article 23, sick leave pursuant to Article 24, sabbatical leaves pursuant to Article 27, difference in pay leaves pursuant to Article 28,

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participation in the Faculty Early Retirement Program ("FERP") pursuant to Article 29, Pre-Retirement Reduction in Time-Base ("PRTB") pursuant to Article 30, and vacation pursuant to Article 34, except that a faculty unit employee may take a Furlough Day during such leave, participation in the FERP, PRTB, or vacation.

- d. These furloughs shall not constitute a break in service for any faculty unit employee and shall also not change the seniority date of any tenured faculty unit employee.
- e. The furloughs described herein shall not effect eligibility for, award of, and amount of any salary increases pursuant to Article 31, including, but not limited to, any salary increases accompanying a promotion pursuant to Article 31.5.
- f. The furloughs described herein shall have no adverse effect on the eligibility for, award of, and amount of upward movement on the salary schedule pursuant to Article 12.10 or range elevations pursuant to Article 12.16 through 12.20.
- g. Any FERP participant may request, and shall be granted, a leave of absence without pay for any academic term or terms beginning between July 1, 2009 and June 30, 2010. Such leave of absence without pay shall not adversely affect future participation in the FERP; specifically, any FERP participant taking such a leave of absence without pay shall be entitled actively to participate in the FERP for a total period of no more than five (5) academic or fiscal years.
- h. Any faculty unit employee may request subject to the terms of Article 22, Leaves Without Pay, a leave of absence without pay for any academic term or terms beginning between July 1, 2009 and June 30, 2010.
- i. Any tenured faculty employee who applies, and is otherwise eligible pursuant to Article 30, for a PRTB for any academic term or terms beginning between July 1, 2009 and June 30, 2010 shall be granted such a PRTB, and any tenured faculty unit employee currently holding a PRTB who applies for a further PRTB for any academic term or terms beginning between July 1, 2009 and June 30, 2010 shall be granted such further PRTB.
- j. Any full-time, three-year temporary faculty unit employee who is laid-off between July 1, 2009 and June 30, 2010 will be placed on the reemployment list and will have all

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rights of an individual on the reemployment list pursuant to Articles 12.7, 12.8, and 38.48.

- k. Additional Employment: For the period between July 1, 2009 and June 30, 2010, Article 36.4 shall be revised to read as follows:

"The '25%' overage as used in this Article shall be calculated as a percentage of the faculty unit employee's pre-furlough full-time workload or, when appropriate, full-time time base; or as a percentage of the faculty unit employee's pre-furlough full-time salary, whichever is greater. The total additional employment of the faculty unit employee shall not exceed the .25% overage."

7. Exemptions from Furloughs

- a. Faculty Unit employees whose salary is 100% funded from grants and contracts not funded from the state general fund, shall not be subject to this furlough agreement.
- b. Faculty Unit employees whose salary is partially funded from grants and contracts not funded from the state general fund, shall be subject to this furlough program pro-rata with the percentage of funds received from the state general fund used to fund that salary.
- c. Instructional Faculty Unit employees in 2322, Special Programs, and 2323, Extension for Credit, shall also not be subject to this furlough agreement.
- d. The Furlough Program does not apply to employees who are on a leave of absence without pay or on military leave. The Furlough program will not impact Family Medical Leave, Industrial Disability Leave and Non-Industrial Disability Insurance (NDI) Leave.

8. State-wide Labor Management Committees and Information Reporting

- a. The parties shall form a state-wide labor-management committee to monitor the effect of furloughs on workload during the period of this Furlough Program. Both the CSU and Faculty Unit employees shall make good-faith efforts to resolve workload issues arising out of the furlough with local campus management at the campus level before raising the issue to the attention of the state-wide committee.

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- b. This labor management committee shall be formed within thirty (30) days of the execution of this Agreement. Within forty-five (45) days of the execution of this Agreement, the LMCs shall meet and schedule routine meetings thereafter.
 - c. For each academic term between July 1, 2009 and June 30, 2010, CSU will report to CFA within thirty (30) days of the start of such academic term (a) the name and department of faculty employees by campus who taught during the same academic term in the previous year and who do not teach during that academic term in this year; and (b) the name and department of faculty employees by campus who received health benefits during the same academic term in the previous year and who do not receive health benefits during that academic term in this year.
9. Reduction of Maximum Number of Furlough Days

If the 2008-2009/2009-2010 reductions in state general fund support are less than those detailed in The Legislature's Conference Committee Recommendations on the Budget Bill (approximately \$583,816,000), in an amount greater than \$58,000,000, or should the CSU negotiate and implement new salary increases such as General Salary Increases or Service Salary Increases with any CSU represented bargaining unit while any CFA represented employees are subject to furloughs, CFA may elect to meet and confer over the maximum number of furlough days allowed under this proposal.

10. Enforcement

Any alleged violation of this MOU shall be grievable pursuant to the procedures of Article Ten (10) of the Collective Bargaining Agreement between the parties.

11. Duration

The furlough program will be effective from July 1, 2009 to June 30, 2010.

For the CFA:

For the CSU:

Date

Bill Candella 7-29-09
Date

State of California
Memorandum

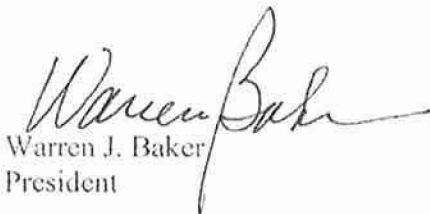
CAL POLY

SAN LUIS OBISPO
CA 93407

To: Rachel Fernflores
Chair, Academic Senate

Date: January 13, 2010

From: Warren J. Baker
President



Copies: R. Koob, M. Suess

Subject: Response to Academic Senate Resolution AS-698-09
Resolution on Furlough Implementation and Faculty Rights

I formally acknowledge receipt of the above-referenced Academic Senate Resolution.