

Frequently Asked Questions on Faculty Furloughs

Last updated August 11, 2009

After a vote of the CFA membership this summer, CFA and the CSU administration entered into a furlough agreement. Below, we answer frequently asked questions about the implementation of the furlough agreement. The agreement itself can be viewed at http://calfac.org/allpdf/Budget_09_10/FurloughSideLetter.pdf

PLEASE NOTE, UPDATED QUESTIONS AND ANSWERS ARE IN BLUE TYPE.

Faculty may submit questions not addressed here to furloughsandbudgetcuts@calfac.org.

A. GENERAL QUESTIONS

1. Are all faculty members subject to the furloughs?

All faculty members are subject to the furloughs, with the following exceptions:

- Faculty whose salaries are 100% funded from grants and contracts not funded from the state general fund
- Faculty who teach self-support classes
- Faculty who are on a leave of absence without pay or military leave.
- Faculty whose salary is funded in part from the state general fund and in part from grants and contracts, or who teach some state-support classes and some self-support classes, are subject to the furloughs with respect to that portion of their salary that is funded from the state general fund/state-support only.
- Part-time faculty are subject to the furloughs on a pro-rata basis, as described in #25 below.

2. How many furlough days will there be?

Between July 1, 2009, and June 30, 2010, full-time Academic Year (AY) faculty will have 18 days, 10-month full-time faculty will have 20 days, and 12-month full-time faculty will have 24 furlough days.

3. How much is pay reduced for faculty during the furlough period?

The annual salary for work performed between July 1, 2009 and June 30, 2010 is reduced by 9.23%. The reduction is spread evenly across the corresponding pay-periods.

4. When is the first pay period that will be reduced for the furlough? And the last?

For any AY faculty members, and assuming that AY 2009-10 starts on September 1, 2009: the first pay check to reflect a reduction will be the one issued at the end of September or beginning of October, 2009, which covers work performed in September 2009. The last pay check to reflect a reduction will be the one issued at the end of August or beginning of September of 2010, which also covers work performed in AY 2009-10.

5. Will health and retirement benefits be reduced as well?

No. The furlough has no effect on eligibility for, and amount of, health, dental, and vision benefits or the Flex Cash option. It also has no effect on retirement benefits, which will be based on the pre-furlough salary rate. Similarly, the furlough has no effect on eligibility for, and amount of, sick leave, vacation, sabbaticals, difference in pay leave, and leave of absence with pay. However, faculty on such leave, vacation, or sabbatical will have their pay reduced for the period in question as described above.

6. Can I work on a furlough day?

Technically no. Prior to starting your assignment for any term between July 1, 2009 and June 30, 2010, you will have to certify in writing that you will not work on furlough days and that you will not work beyond the duties assigned for weeks with one or more furlough days. Obviously, however, no one is able to monitor what an individual faculty member does on any particular day.

7. Why are faculty asked to sign the non-work agreement?

It is our understanding that the CSU administration wants to guard against later claims for payment for work performed.

8. Can I refuse to certify that I will not be working on furlough days? I will have to work on furlough days and do not want to lie.

CFA does not recommend this. Refusal to do so could potentially subject you to discipline. Instead, you should reduce (rather than just reshuffle) your workload so that you do not have to work on furlough days.

9. What if I find the form offensive?

Under Article 11.2 of the CBA, "A faculty unit employee shall have the right to submit material to his/her Personnel Action File." Therefore, you can submit a separate statement together with the form, for inclusion in your Personnel Action File, in which you explain your opinion about the form or about having to sign it.

10. What happens if I have not taken all my furlough days by the deadline, June 30, 2010?

The campus President is supposed to ensure that you have taken the appropriate number of furlough days. Your annual salary will be reduced by 9.23% in any event.

11. Will I lose my "exempt" status under state and federal wage and hour law in those weeks in which I am subject to a furlough day and will I become entitled to overtime for hours worked in excess of 8 hours a day or 40 hours during those weeks?

No. In order to lose your "exempt" status under state and federal wage and hour law, your monthly salary would have to be reduced to less than two (2) times the state minimum wage for full-time employment. A 9.23% salary reduction does not do this.

12. Will all management employees also be subject to furlough?

Yes, according to the Chancellor's Office.

13. Will the furloughs continue after this year?

CFA would have to agree to any continuation of the furloughs beyond June 30, 2010. Absent such an agreement, the furloughs automatically expire on that date.

14. Are violations of the side letter grievable?

Yes.

B. SCHEDULING OF FURLOUGH DAYS

15. How will furlough days be scheduled?

The campus President may designate campus closure days. Instructional faculty can be subjected to no more than six (6) such campus closure days as furlough days. Non-instructional faculty (librarian, counselor, and coaching employees) can be subjected to any number of such campus closure days as furlough days, up to the maximum number of 18, 20, or 24 furlough days .

The campus President may also designate the day after Thanksgiving as one of his/her six furlough days, but only if that day is not already designated as a holiday on the campus official Academic Year Calendar for 2009-2010.

For both instructional and non-instructional faculty, any remaining furlough days up to the maximum number of 18, 20, or 24 furlough days are scheduled by mutual agreement between each faculty member and the appropriate administrator.

16. Can any day during the academic year 2009-2010 be designated as a furlough day?

No. The general rule is that only official workdays on a campus's academic year calendar can be designated as faculty furlough days. This rule applies both to the days chosen by the faculty member and

to those chosen as faculty furlough days by the campus President. (Note that different rules apply to campus closure days for other CSU employees.)

To determine which days are workdays in the academic work year for your campus, see: <http://www.calstate.edu/HRAdm/Payroll/AcademicCalendars/AcademicCalendars.shtml>

17. What happens when a faculty member and the appropriate administrator cannot reach mutual agreement regarding the scheduling of the remaining furlough days?

If no mutual agreement can be reached, the appropriate administrator shall designate the furlough days for the faculty member based on "compelling operational needs" and shall explain those needs to the employee in writing.

18. Are there any other limitations on the scheduling of furlough days?

Yes. No more than 2 furlough days can be scheduled in any given month, and no more than 1 furlough day can be scheduled in any given week. There is a one-time exception to these limitations whereby a faculty member can schedule up to 4 furlough days in one particular month, including up to 4 furlough days in one week of that month. For AY faculty, each furlough day must be one of the 180 workdays established by the campus academic calendar.

19. What if the President designates 4 days in one week as faculty furlough days as part of the 6 that s/he can designate? Does that prevent a faculty member from choosing another group of 4 days in one week?

No. The furlough agreement states: "The Furlough Program shall allow a Faculty Unit employee to observe up to four (4) furlough days in a single calendar month." This language makes clear that this is a right that **faculty** have under the furlough agreement, and this right cannot be abridged by unilateral action on the part of the President.

20. Can I substitute vacation, sick leave or personal holidays for furlough days?

No.

21. Can I take teaching days as furlough days?

Yes, subject only to the limitations below.

22. Can the administration impose a limitation on the number of teaching days that can be taken as furlough days?

No. The administration cannot impose an across-the-board limitation on the number of teaching days that can be taken as furlough days, let alone prohibit faculty from taking any teaching days other than campus closure days as furlough days. However, in individual cases, excessive scheduling of certain teaching days as furlough days may conflict with compelling operational needs. For example, if a faculty member teaches a class that meets only on Thursdays, and wants to schedule every other Thursday as a furlough day, the resulting reduction of class meetings by half might conflict with compelling operational needs if the class cannot be taught effectively in half the meetings.

23. So who determines what are "compelling operational needs"?

In the first instance, "the appropriate administrators." However, if it is clear that the administrator is using "compelling operational needs" as an excuse to unreasonably deny a desired furlough day to any faculty member – for example by claiming that "compelling operational needs" militate against the faculty member taking any teaching days as furlough days – then the faculty member can file a grievance and let an arbitrator decide what constitutes "compelling operational needs."

24. How are the furloughs supposed to work for faculty on cruise calendar at the Maritime Academy?

Faculty on cruise calendar at the Maritime Academy will be subject to 20 furlough days. Because such faculty cannot take furlough days while on a cruise, exceptions to the limit of one furlough days per week and two furlough days per month may be made for them.

C. FURLOUGHS AND SPECIAL SITUATIONS

25. How do the furloughs work for part-time faculty?

Part-time faculty members are subject to the furloughs on a pro-rated basis that is proportional with their time base. Part-faculty members can take "working teaching days" and/or "working non-teaching days" as furlough days.

Academic year part-time Lecturers will have 18 furlough days in an academic year (9 furlough days in a semester term or six in a quarter term), which is the same number of days as academic year full-time faculty. Each of the furlough days for a part-time Lecturer is pro-rated consistent with their time base.

For example, an AY part-time Lecturer with a 50% time base appointment for 7.5 units in a term would have each of his or her 18 furlough days pro-rated to 50% of full-time. No CSU work, whether teaching or non-teaching work, would be done on these furlough days.

The salary reduction for a part-time Lecturer also is pro-rated consistent with their time base. Using the same example, an AY part-time Lecturer with a 50% time base appointment for 7.5 units in a term and pre-furlough salary of \$2,000 per month would have a furloughed salary of \$1,815.40 per month: $[\$2,000 - (\$2,000 \times .0923 = \$184.60) = \$1815.40]$

26. I buy out some or all of my teaching time with, or receive assigned time from, funds from grants and contracts not funded from the state general fund. Will I be furloughed on the bought-out teaching time or assigned time?

No. Only the portion of your salary funded from the general state fund, if any, is subject to the furloughs.

27. My Dean decides how much of my bought-out teaching time or assigned time is charged to my external grant. What if the dean reduces that amount?

If your salary remains unchanged, this would theoretically increase the portion of your salary that is subject to the furloughs. However, unless the Dean has compelling reasons unrelated to the furloughs to do so, such an action would be grievable. In addition, your grant or contract may contain language that would prevent the Dean from doing so.

28. If I teach during this Summer or next, will my pay for this work be reduced?

The Chancellor's Office is not planning to ask for furloughs for anyone teaching in the summer of 2009. Because those sessions are well under way, they have not developed a mechanism to capture the savings, and they also have not developed a mechanism whereby faculty could easily reduce their work schedules, given the very short time line. Accordingly, faculty working on summer 2009 appointments will receive their full pay and will not have to take additional furlough days. However, the Chancellor's Office "reserve[s] the right to apply furlough to summer 2010 employment in the month of June," as they can under the furlough agreement.

29. If I perform chair duties during this Summer or the next for extra pay, will my pay for this work be reduced?

If the work is performed between July 1, 2009 and June, 2010 as part of a 12-month appointment, pay for that work will be reduced by 9.23%.

30. I am a full-time chair with one half-time AY appointment and one half-time 12-month appointment. How do the furloughs work for me?

You should be subject to 21 full furlough days (9 for your half-time AY appointment and 12 for your half-time 12-month appointment) and a 9.23% salary reduction for each of your appointments.

31. Will faculty who are on sabbatical or difference-of-pay leave be subject to the furloughs?

Yes. Both sabbatical and difference-of-pay leaves are "for purposes that provide a benefit to the CSU, such as research, scholarly and creative activity, instructional improvement or faculty retraining." As such, faculty are expected to work during these leaves, and they are therefore subject to the furloughs.

32. I am FERPing. Can I avoid being furloughed in AY 2009-10 and still preserve my FERP rights?

Yes. Any FERP participant can take a leave of absence without pay for any or all academic terms beginning between July 1, 2009 and June 30, 2010. Such a FERP participant preserves his or her FERP rights, specifically, the right actively to participate in the FERP for a total period of no more than 5 academic or fiscal years. In other words, a FERP participant who takes a leave of absence without pay between July 1, 2009 and June 30, 2010 does not lose the period when he or she was on leave but can FERP for an equal period later on, in addition to any otherwise remaining FERP time.

33. I voluntarily reduced my time base after June 30, 2008. Can I increase it now?

Any full-time faculty member who voluntarily reduced his or her time base after June 30, 2008 will be allowed to return to his or her prior time base if he or she so requests by August 27, 2009.

34. I am a full-time faculty member with additional employment compensated by CSU. Will I be able to continue this additional employment?

Yes. In fact, the furlough agreement increases your eligibility for additional employment. Whereas under the Collective Bargaining Agreement, such additional employment is capped at 25% of the employee's "full-time workload or, when appropriate, full-time time base," under the furlough agreement, it is capped at 25% of the employee's "pre-furlough full-time workload or, when appropriate, full-time time base" or the employee's "pre-furlough full-time salary, whichever is greater."

Moreover, if the additional employment occurs on the same campus as the main employment, it is not subject to the furlough, *i.e.*, the salary for the additional employment will not be furloughed and the employee will not have to take additional furlough days for it. If the additional employment occurs on a different campus from the main employment, it is subject to the furlough, *i.e.*, the salary for the additional employment will be furloughed and the employee will have to take additional furlough days for it.

35. I am a non-citizen with a work visa. Will the furloughs affect my status?

Some visas have a minimum salary requirement. Please contact faculty affairs and ask whether the furloughs will affect your status. If the answer is "yes," you may have to consult an immigration attorney. Your local bar association may have a referral service that can assist you in finding such an attorney. You may also want to consult the website of the U.S. Citizenship and Immigration Services: <http://www.uscis.gov/portal/site/uscis>

D. FURLOUGHS AND WORKLOAD

36. How can instructional faculty make sure that they receive a workload reduction that is commensurate to the pay reduction?

The furlough agreement explicitly states that "[t]he furloughs...shall not result in an unreasonable workload or schedule within the meaning of Article 20.3." For instructional faculty, this means that to receive a workload reduction that is commensurate to the pay reduction, they must schedule some furlough days on teaching days.

The Chancellor's Office has stated in a Press Release that "[u]nder the...furlough agreement, faculty members will work with individual campus administrators so that class schedules for students are minimally disrupted" and that "if a furlough day is taken on a day of instruction, alternative out-of-classroom assignments could be given to students." It should be noted that these statements are NOT part of the side letter. As a result, if a campus administrator attempts to ensure that "class schedules for students are minimally disrupted" by limiting the number of teaching days that can be taken as furlough days, or if that administrator does allow a faculty member to take teaching days as furlough days but orders him or her to give "alternative out-of-classroom assignments" to students, this may create an unreasonable workload or schedule that can be grieved.

37. What about workload reduction for non-instructional faculty, such as librarian, counselor, or coaching employees?

Under the Collective Bargaining Agreement, the assignment of librarian, counselor, or coaching employees "shall be an average of forty (40) hours in a seven (7) day period." Under the furlough agreement, that assignment "shall be reduced by eight hours per Furlough Day taken during that week." This ensures that non-instructional faculty receive a workload reduction that is commensurate to the pay reduction.

38. How will CFA make sure that faculty receive a workload reduction that is commensurate to the pay reduction?

CFA and the administration will form a state-wide labor-management committee to monitor the effect of the furloughs on faculty workload between July 1, 2009 and June 30, 2010. CFA will help faculty resolve workload issues on campus before they are discussed at the state-wide labor-management committee. If an issue cannot be resolved on campus or at the state-wide labor-management committee, CFA will help faculty pursue grievances in appropriate cases.

39. I am a probationary (tenure-track) employee. Can I afford to take a workload reduction without hurting my chances of getting tenure?

The furloughs are not supposed to have an adverse effect on the eligibility for, and award of, tenure. To ensure that probationary employees can take a workload reduction without hurting their chances of getting tenure, the furlough agreement provides that, upon request, the probationary period of any probationary employee will be extended by one year from six to seven years. The probationary employee must make this request between July 1, 2009 and June 30, 2010; and if the employee has an active application for tenure, he or she must make the request before the first level of review has rendered a recommendation concerning that application. Note that this provision does not absolve the probationary employee from the obligation to submit performance review materials in a timely fashion.

E. FURLOUGHS AND PROMOTION AND RANGE ELEVATION INCREASES

40. I am a tenure-track or tenured faculty member who is up for a promotion. Will the furlough reduce the salary increase that comes with a promotion?

No. With a promotion, you will get the regular 7.5% (minimum) increase based on your pre-furlough full-time salary. After the promotion has become effective but before the furloughs have expired, your paycheck will reflect both the 7.5% increase and the 9.23% reduction. Once the furloughs have expired, your paycheck will reflect only the 7.5% increase.

41. I am a lecturer who is up for a salary increase pursuant to Article 12.10 or a range elevation pursuant to Articles 12.16 through 12.20 of the Collective Bargaining Agreement. Do the furloughs hurt my chances to get such a salary increase or range elevation?

No. The furloughs shall have no adverse effect on the eligibility for, award of, and amount of salary increases pursuant to Article 12.10 or range elevations pursuant to Articles 12.16 through 12.20. Similarly, the furloughs shall have no adverse effect on the eligibility for, award of, and amount of any salary increases pursuant to Article 31. Note, however, that some salary increases pursuant to Article 31, such as the General Salary Increases and the Service Salary Increases, are in jeopardy independently of the furloughs because CSU has not received an amount in the state budget for 2009-10 that would be consistent with the "Compact." And because the Service Salary Increases are in jeopardy, so are salary increases pursuant to Article 12.10. Again, this is unrelated to the furloughs. The furloughs do not make it any less likely that faculty will get these increases.

F. FURLOUGHS AND FACULTY JOBS

42. The furloughs are supposed to save jobs. How will CFA know that the administration does not take other measures, such as increased reliance on management employees or volunteers for teaching, that destroy faculty jobs?

For the duration of the furlough program, no additional management employee or volunteer may teach or perform other bargaining unit work who did not already do so in AY 2008-09.

43. How will CFA know if the furloughs indeed do save any jobs?

Under the furlough agreement, the administration must supply CFA with the names and departments of faculty members who lost employment or benefits. This information must be provided each academic term and for every campus. Recall that benefits are not lost as a result of the furloughs, but only as the result of a time base reduction. In addition, CFA receives data that show how much money is spent on faculty salaries each month.

44. I am a full-time three-year lecturer. What if the furloughs don't save my job and I get laid off?

You will be placed on a reemployment list and will have preference for available temporary work over non-three-year lecturers for three years. Please see Articles 12.12 and 38.48 of the Collective Bargaining Agreement for details.

45. I am a part-time lecturer with a three-year appointment. What if the furloughs don't save my time base and I lose all work?

Part-time Lecturers with three-year appointments who lose all work will maintain their preference for available temporary work rights with either a zero-time-base appointment or will go on the reemployment list, depending on when the three-year appointment expires. Please refer to Articles 12.12 and 38.48 for details.

46. I am a tenured faculty member. Will the furloughs change my anniversary date or seniority credit in case of lay-offs?

No. The furloughs will not affect a tenured employee's anniversary date or seniority credit. They also do not create a break-in-service for any employee.