

FERP Award – April 2007

CFA won its systemwide FERP Workload grievance, along with an individual case for a named grievant. The cases involved instances in which CSU both imposed and announced intentions to impose workloads on FERP faculty that were inconsistent with the workload of tenured faculty members. Instead of offering assignments that contained a mix of direct and indirect weighted teaching units (WTUs), these new assignments did and would require FERP participants to take on workloads with direct WTUs only. These workloads are inconsistent with non-FERP tenured faculty members and violate Articles 20 and 29 of the Collective Bargaining Agreement.

The systemwide grievance was filed after CFA learned that "Sam Strafaci and/or his office has informed campuses that they may ignore indirect instructional credits in the assignment of work to FERP employees." In another case, a Professor at CSU San Bernardino filed a grievance when he was assigned a workload that was inconsistent with tenured and tenure-track faculty in his department. Arbitrator Bonnie Bogue's Decision and Award specifies the following for the system wide grievance:

The CSU is directed to issue a written directive to all campuses, colleges and departments expressly stating that the collective bargaining agreement requires FERP faculty members to be assigned proportionate workloads, consisting of direct and indirect instructional duties, in the same manner as regular tenured faculty are assigned.

The appropriate remedy is for the CSU to review FERP records on all campuses to identify any FERP faculty who were assigned an "all teaching" workload after March of 2004. Failure to apply a 12:3 ratio for direct to indirect WTUs is not by itself evidence of a violation, because the contract does not require a strict numerical ratio. However, the CSU has the affirmative duty to provide evidence from which it can be determined whether each FERP faculty member's teaching load was a mix of direct and indirect WTUs rather than "all teaching."

For any assignment that was "all teaching," the FERP faculty member is eligible for a make-whole remedy, unless CSU provides evidence that that FERP participant voluntarily accepted such an assignment.

FERP participants who were assigned but did not voluntarily elect an "all-teaching" workload are entitled to a monetary award. The award will compensate each FERP faculty member for the excess workload during terms in which that individual was not allowed compensated time for indirect instructional duties. Alternatively, a FERP participant may elect a prospective remedy of accepting a reduced workload in the subsequent terms to offset the excessive workload caused by an "all teaching assignment," if the duration of their FERP appointment allows sufficient time. The CSU is directed to issue a written directive correctly stating the contract requirement that FERP faculty members are to be assigned proportionate workloads, consisting of direct and indirect instructional duties, in the same manner as regular tenured faculty are assigned. The CSU is directed to identify any FERP faculty who were involuntarily

assigned an “all teaching” workload after March of 2004 and to make them whole, consistent with the above discussion of remedy.

We will be monitoring implementation in the next couple of months, and we will rely on Faculty Rights Representatives and CFA leaders to let us know about cases on your campuses. Contact Kathy Sheffield at ksheffield@calfac.org.