

# APC – CSU 2010-2011 COLLECTIVE BARGAINING AGREEMENT

On Saturday, June 26, 2010, the Academic Professionals of California (APC) Election Committee finalized the official tabulation of the vote to ratify the Collective Bargaining Agreement (CBA) modification and extension for fiscal year 2010-11.

By an overwhelming majority, the voting APC membership approved the agreement as proposed.

The results were as follows:

485 ballot response envelopes were received at the APC Statewide Office;  
10 of these ballots were disqualified by the Election Committee;  
475 remaining ballots were determined to be valid and then counted.

The proposed contract extension was approved by 96.2% (457) of APC members who voted, while 3.8% (18) rejected the proposal.

At a meeting held in Long Beach, CA on July 13, this agreement was subsequently ratified by the California State University (CSU) Board of Trustees.

Below is a summary of the CBA (or contract) extension, which shall be in effect during the current fiscal year (July 1, 2010 through June 30, 2011):

(The modifications follow in the order of the contract. New language is in *italics*.)

## Article 2 – Definitions

Add the following language as a new provision labeled Article 2.13: *Intermittent Employees – The term “intermittent employee” as used in this agreement refers to employees appointed for a specific period of time to do bargaining unit work on an as needed hourly basis and are paid only for hours worked.*

## Side Letter of Agreement to Article 23.7 and 23.8

**The CSU and APC were able to agree on a “side letter” to move funds out of the Merit Bonus pool into the Budget Shortfall Mitigation (BSM) bonus pool.**

*“The parties agree that for FY 2009-2010 and for FY 2010-2011 only, the Merit Bonus pool created in FY 2005/2006 and FY 2006/2007 (\$762,300) will be added to the monies available for the Budget Shortfall Mitigation (BSM) bonus. In each year the total available pool created per provision 23.7 plus the \$762,300 will be distributed pursuant to provision 23.7. D.*

*This agreement ends after the Budget Shortfall Mitigation (BSM) bonus is paid for FY 2010-2011 and the previous contract language is reinstated.”*

This will mean that all Unit 4 employees can expect a small increase in the bonus checks they will receive in November 2010 and again in 2011. In addition the CSU continues to pay out to Unit 4 employees the APC negotiated and funded Long Term Satisfactory Service (LTSS) bonus and the Educational Achievement Stipend (EAS).

### **Article 33 – Layoff**

Modify Article 33.2 to read: When the CSU determines that there may be a need for implementation of any procedures outlined in this Article, the CSU agrees to immediately notify the Union, and upon written request, meet and confer with the APC on the bargaining unit impact. *The campuses will copy the Union steward on layoff letters to employees.*

Modify Article 33.4 to read: *At least forty-five (45) days prior to the effective date of a layoff, voluntary programs to avoid and/or mitigate layoff including, but not limited to, reduced worktime, unpaid leaves of absence (per Article 22), and use of the 10/12 and/or 11/12 pay plans (per provisions 27.1-27.9), shall be made available.*

These two Article 33 modifications are intended to clarify the process and procedure for campus layoffs and are in direct response to a myriad of problems and campus missteps encountered by Unit 4 employees and APC campus stewards.

Add the following language as a new provision labeled Article 33.6: *When the CSU determines that there may be a need for implementation of any procedures in Article 33, Layoff, the number of student assistant hours and the number of administrators shall not be increased for the purpose of performing bargaining unit work.*

This provision is currently in the CBA as Article 17.10.

Article 33.6 is now Article 33.7, and is modified to read: Layoffs shall be within classifications determined by the President. Ten (10/12) month, eleven (11/12) month, twelve (12) month and academic year positions with the same class title shall, for the purpose of layoff, be considered a single class. The order of layoff shall be:

- A. first, intermittent employees;
- B. second, temporary employees;
- C. third, probationary employees;
- D. last, permanent employees.

*Employees who perform work on an irregular basis may be excluded from layoff at the discretion of the President. Intermittent, temporary and probationary employees in a classification shall be separated or laid off before permanent employees in the same classification. Non-reappointment of an intermittent or temporary employee does not constitute a layoff.*

The terms intermittent and temporary would by definition mean an employee needed for only a short period of time, yet some campuses continue to assign intermittent and temporary status to employees and positions which quite clearly are of a permanent nature. As we move through these uncertain fiscal times APC is striving to safeguard as many jobs as possible and curtailing the use of intermittent employees assigned to do the work of Unit 4 while permanent members are being laid off or having their time base reduced.

Renumber Article 33.26 to Article 33.27, a new provision; *In the event that intermittent bargaining unit work is available, such work shall first be offered to employees on the Article 33.28 reemployment list if the employee was in the classification series of the intermittent position and is qualified to perform the work. Offers of intermittent work shall first be offered to the most senior employee on the reemployment list in the classification series and in descending order of seniority, provided the employee is qualified to perform the work. Declining intermittent work shall not negatively affect the employee standing on the Article 33.28 reemployment list.*

The new language in provision 33.27 states that Unit 4 employees who have been laid off or had their time base reduced must be considered for intermittent hours, and the acceptance or non-acceptance of the assignment will not affect their standing on the reemployment list. These “as needed” hours will not be substantial enough to replace salaries or a reduced time base, but Unit 4 employees who have suffered the loss of employment or partial employment deserve the right to be considered first.

#### **Article 34 – Duration and Implementation**

Replace existing language in Article 34 with the following:

34.1 Except as provided in provision 34.2 below, this agreement shall become effective upon ratification by both parties and shall remain in full force and effect up to and including *June 30, 2011*.

34.2 No Change

34.3 Negotiations for a successor agreement shall commence when one of the parties delivers to the other its proposals in writing, no earlier than February 1 and no later than March 1, *2011*.

What is most significant in the modifications of this article is not what is new but what has been deleted. The original language of Article 34.3 enabled the Union to reopen the contract if in the final state budget the CSU received a 7.5% gross increase over the previous year. The CSU would not agree to any language which would allow APC to reopen if “new money” was appropriated. Although APC does not believe appropriations for the CSU will increase it is still disheartening that the language could not be agreed to in this contract year. However, APC will be back at the table in less than a year’s time and if new money was redirected to the CSU by the state legislature for the 2010/2011 fiscal year, we will insist that Unit 4 employees are compensated in the successor Collective Bargaining Agreement.