
THE CALIFORNIA STATE UNIVERSITY

Office of the Chancellor
401 Golden Shore, 4th Floor, Long Beach, CA 90802-4210
(562) 951-4400 / FAX (562) 951-4890



Memo

To: CSU Presidents

A handwritten signature in black ink, appearing to read "Samuel A. Strafacci", written over a circular stamp or seal.

From: Samuel A. Strafacci
Assistant Vice Chancellor
Human Resources

Date: July 2, 2003

Re: Post-Contract APC Employment Conditions

While we are continuing to bargain with the Academic Professionals of California (APC) for a new contract, the current contract expired on June 30, 2003 and we do not have a contract extension. Overall, it should be noted that the CSU is generally obligated to continue the terms and conditions of the contract while bargaining continues after June 30, even though there is no contract in effect. This continues to be the case during mediation and fact-finding, if bargaining is later determined to be at an impasse by the Public Employment Relations Board. Therefore, there should be no wholesale changes in terms and conditions of employment for APC-represented employees. The two sole exceptions to this general rule are as follows.

Expiration of Right to Arbitrate Grievances. One exception to this rule is that the arbitration provision of the CSU/APC contract does NOT survive the expiration of the agreement. Therefore, grievances dealing with events that arose during the term of the contract continue to be subject to binding grievance arbitration, but grievances dealing with events that arose after June 30 are NOT subject to binding grievance arbitration.

Payment of Overtime in Cash Only. Another change in the contractual conditions of employment is that after June 30 the CSU will no longer be permitted to provide CTO in lieu of cash for overtime payments. The contractual waiver of the requirement to compensate in cash only does not survive the expiration of the contract; so all overtime must be paid in cash for employees in Unit 4.

In order to comply with a request from the Union, please provide us with a monthly accounting of overtime hours worked and overtime hours paid by your campus to APC non-exempt employees for the month of July 2003. Please provide this information to Ramona Cañas at this office either by e-mail to rcanas@calstate.edu or by fax to (562) 951-4890 on or before August 30, 2003. This information will be required by the 10th of each succeeding month until such time that a new contract is in place.

Please note the following items that do continue in effect:

Long-Term Satisfactory Service Bonus. Employees who, during the 2002-2003 fiscal year, reached a 5-year anniversary (10th, 15th, 20th, etc) as described in provision 23.7b of the contract, should have received a Long-Term Satisfactory Service Bonus. If this bonus hasn't been paid, it should be paid immediately.

Pursuant to provision 23.7a of the contract, the Long-Term Satisfactory Service Bonus must continue to be paid to eligible employees during the 2003-2004 fiscal year, even though we do not have a new successor contract. When such employees reach a 5-year anniversary, as described above, they are to receive a bonus in accordance with provision 23.7b of the contract.

Educational Achievement Stipends. We are in the process of discussing a procedure for the Educational Achievement Stipends. The CSU and APC have agreed that these stipends should not be awarded until we provide you with a procedure.

Please call (562) 951-4400 if you have any questions.

cc: Chancellor Reed
Jackie McClain
Chancellor's Cabinet
Vice Presidents of Student Affairs
Human Resources Directors
Labor Relations Managers
Employee Relations staff