



2017 4Cs

The Starting Point

The stated goal is to harmonize the contracts of the three bargaining units: the 4Cs, AFT, and AFSCME. We are also seeking changes that allow the unions to better represent the memberships and address items that will allow our memberships to better serve our students.

The Starting Point

First meeting to discuss ground rules with administration was on December 9, 2015.

There were about 20 negotiating sessions held over the course of the next 18 months, all focused on non-economic issues such as language changes, with three Tentative Agreements resulting.

All 4Cs Members Will Vote on Two Items

1. 4Cs Contract Vote – determines wages, longevity, pools of money, and language changes.
2. SEBAC Vote – determines negotiated changes to pension and healthcare.

* Note: Job security language is contingent on SEBAC and a local agreement being ratified. Nobody gets job security unless both SEBAC and local agreements pass.

4Cs Contract: Full-Timers

Wages 0 - 0 - 0* - 3.5 - 3.5

- Year 1 will end on June 30, 2017:
 - *The fight for first year “0” changed when budget deficit increased by \$1.5B; and*
 - ** Year 3 has a \$2000 July bonus, or \$1000 + top step bonus for those eligible.*
- Years 4 and 5 include increments & top step bonuses; and
- Promotion dollars can still be awarded during frozen years.
- A top step will be added to each of the ranks for faculty and nonfaculty effective 7/1/16. Value of the top step shall be equal to the current increment. No step movement until 7/1/18
- Contract reopener on Equity in Wages for CSCU System (not to occur before 7/1/18)

Contract Vote: FT Longevity/Furloughs

Longevity – One time delay

- 2017 Longevity payments will be on time
- 2018 Spring Longevity payment delayed until July

Furlough Days – Three between 7/1/2017-6/30/2018 to be scheduled by mutual agreement with no harm to seniority or accruals. By MOA on contract accounts, union share of the furlough days will be 100%.

Contract Vote: FT Job Security

Consistent with 2011 SEBAC Agreement. Between the date of this Agreement and June 30, 2021, there shall be no loss of employment for permanent employees hired prior to July 1, 2017.

Protection from job loss does not apply to:

- Expiration of a temporary or special appointment (in 1st year),
- Nonrenewal of a nontenured employee for performance-related reasons,
- Termination of grant or other outside funding specified for a particular position; and
- Less than 20-hour per week part-time employees.

Employees in the 2nd or subsequent special appointment year on the effective date of this Agreement shall be covered by this job security provision.

Contract Vote: FT Job Security

- Does not prevent the BOR from restructuring and eliminating positions provided that the affected employees shall be reassigned or transferred to an existing comparable job in the system for which the employee possesses the requisite qualifications and experience.
- Salary and tenure status shall be preserved.
- An employee who refuses an offered position shall not be considered a layoff.

Contract Vote: FT Faculty Workload

- Current employees:
 - Shall elect to either complete AR or teach a course for \$2500. Decision to be made by the member no later than May 15 of preceding academic year.
 - With permission from Dean or administration, may perform AR and teach additional course(s) and paid at the prevailing PTL rate

Contract Vote: FT Faculty Workload

- For faculty hired on or after 7/1/17:
 - Newly hired full-time faculty shall be required to teach a course in lieu of AR
 - Hired at step 3 of the respective rank of the salary schedule (steps to mirror the SEBAC Agreement)
 - Released as appropriate with approval from the college so that they may work on professional obligations toward the goals of attaining tenure and/or promotion

Contract Vote: FT Tuition Waiver

Employees can use the value of the existing tuition waiver for any of the colleges and universities throughout the CSCU System

Contract Vote: FT Contract Accounts

MOA on Contract Accounts:

- Grievance/equity accounts continue funding per usual
- 1% of payroll to fund promotions and merit awards
- 1.35% of payroll for professional development (including nursing refresher) (unspent funds revert back to BOR)
- Maximum of 26 sabbaticals per academic year for 4Cs
- All other contract accounts shall terminate and become obligations of the BOR
- All remaining funds shall be transferred to grievance/equity including Minority fellowship funds
- Remaining funds shall be dispersed to members who were employed as of 6/15/16 and 6/15/17 in two equal installments

Contract Vote: FT

Language Changes Economic

- While travelling, meal reimbursement increased to \$100 per day or amount spent, whichever is less.
- Approved summer work not to exceed 25 days at \$202/day
- Existing Merit Awards and Educational Excellence incorporated into the CBA
- Work at more than 1 college or location more than 10 miles from home campus will receive a \$500 stipend per semester
- Class coverage rates of pay harmonized with AFT

Contract Vote: FT

Language Changes Economic

- When colleges close due to weather or other circumstances, all employees do not need to report to work and shall not suffer a loss of pay
- RFP for GAP/disability insurance; will negotiate over costs
- Employees acting in interim capacity will be compensated at higher pay grade
- Comp time is earned on a 1:1 ratio
- Non-teaching faculty required to attend commencement outside of normal work hours receive comp time to use during the same pay period

Contract Vote: FT Language Changes Promotion

- Promotional process: Notice of intent to apply for promotion by last day of fall semester. Deadline for promotion, tenure, and sabbatical leave all moved to 1st day of spring semester. President can approve extensions.
- Cease production of promotion lists.

Contract Vote: FT

Language Changes Special Appts.

- Serving on 3rd or subsequent special appt., shall be given 90 days notice for non-renewal.
- In the case of non reappointment of the 4th consecutive special appt., the employee may request the reason(s) in writing. The reasons shall not be arbitrary or capricious.
- BOR may grant special appts. for a period of 6 years and then employee will be transitioned to a standard, tenure-track appt.

Contract Vote: FT

Establishment of Sick Leave Bank

The unions proposed this to protect members who have been subject to a catastrophic or extended, long-term illness.

- All members will be in the sick leave bank and will contribute three days to the bank. Employees who retire with over 240 sick days will automatically donate the remainder to the sick leave bank.
- Days shall be allocated by a joint committee of four members, two designated by the Union, two by the Employer. The Committee will have full authority to grant benefits and administer the program.
- Unused sick days in the bank shall be carried over from year to year and shall not lapse.

Contract Vote: FT

Language Changes Non-Economic

- Tenure is portable for involuntary transfers
- Completed service during Special Appointment may count toward tenure and/or promotion
- Reopener on co-ops, internships, independent study, and advisory work.
- Reopener on distance learning
- Agree to discuss and formulate job descriptions for Dept. Chairs and Program Coordinators

Contract Vote: FT

Language Changes Non-Economic

- BOR replaces BOT throughout
- Health & Safety Committee activated
- Review Side Letters to the Contract
- Calculations for promotions consistent with SPP Stipulated Agreement re:
Faculty Promotion Calculations and
Misc. Rates of Pay

Contract Vote: FT

Language Changes Non-Economic

- Establishment of a working committee on caring for dependents
- When a course includes a lab, the lab shall count as an additional prep
- Incorporate BOR policy on CSU Emeritus status with access to college email and course privileges for Emeritus members and dependents
- Layoff language harmonized with AFT (no language on bumping)

4Cs Contract: Part-Timers

Wages 0 - 0 - 0* - 5.5 - 5.5 for PT Lecturers, Noncredit Lecturers, EAs

- Year 1 will end on June 30, 2017:
- Year 3 has a prorated \$2000 July bonus
- Years 4 and 5 are 5.5% GWI

4Cs Contract: Part-Timers

If a class scheduled to be taught by a PT member is cancelled and assigned to a FT member within 7 days prior to the start of the semester, the PT member shall receive \$300.

Seniority Pool: Automatic after 18 credits and one satisfactory evaluation. Remain in the pool unless they have refused, declined, or otherwise not responded to requests to teach for 3 consecutive semesters without good cause.

4Cs Contract: Part-Timers

Tuition Waiver: Same benefits as full-timers on prorated basis (1 course per semester taught). Spouses and dependent children can use. Value can be applied at any of the institutions within CSU.

Snow days: When classes are cancelled or college is closed, employees do not have to report to work and shall not suffer any loss of pay

4Cs Contract: Union Business

Names and addresses of bargaining unit members provided to the union on a quarterly basis

Removed language pertaining to service fees and agency fees from contract (should be in union docs, not employer's)

4Cs President or designee shall be afforded 60% release time to conduct union business

Contract Vote Wages/Longevity

What does a 'Yes' vote mean?

Contract 'Yes' votes = wage structure discussed, delayed longevity in 2018, 3 furlough days, and 4 years of job security

What does a 'No' vote mean?

Contract 'No' votes = possible arbitration for wages and pools of money, and NO job security

* Note: Job security language is contingent on SEBAC and a local agreement being ratified. Nobody gets job security unless both SEBAC and local agreements pass.