

THE APC BULLETIN

Representing Bargaining Unit 4 – Ensuring a Quality CSU Education with Expertise, Support and Compassion

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ACADEMIC PROFESSIONALS OF CALIFORNIA

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IN THE NEWS

AB 1231 Update

The AB 1231 bill was amended on May 16 to include language in case this bill would be in conflict with any collective bargaining agreement. You can continue to keep up with the bill status at the below link.

https://leginfo.legislature.ca.gov/faces/billHistoryClient.xhtml?bill_id=201720180AB1231

There may be a third reading before the Senate Appropriations Committee votes on the bill, then if cleared, to be voted on by the full State Senate.

The status of AB 1231 and service step increases for CSU support staff should reach a conclusion in the California legislature this summer.

President's Message

In the coming days and weeks, several items that will affect Unit 4 employees and all workers will be announced.

A recent U.S. Supreme Court decision ruled that companies can use arbitration clauses in employment contracts to prohibit workers from banding together to take legal action over workplace issues. Speculation indicates the ruling could affect some 25 million employment contracts. Other national decisions that could affect individual workers' will be forthcoming.

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Labor Relations Column

The Enemy May Be Listening:

The CSU Can and Will Access Your CSU E-Mail Account, So Don't Use It for Any Grievance- or Discipline Related Communications

If you are using a CSU e-mail account (ending in “.edu”) for grievance- or discipline related communications, you do so at your own peril. The CSU can and will access such e-mail accounts without your knowledge to defeat grievances and discipline appeals, as a recent case from another bargaining unit shows.

At issue in that case was whether a faculty member had met the applicable requirements for tenure and promotion. The CSU, without giving the faculty member notice or asking them for their consent, went fishing in the faculty member's CSU e-mail account and introduced into evidence at arbitration several messages, including messages to or from the faculty member's union representative, that it believed would help its case to show that the faculty member did not meet the requirements for tenure and promotion.

The arbitrator held that there is no union member-union representative privilege in California and that the communications were also not protected by the collective bargaining agreement. So far, so unremarkable. But the arbitrator also held that the communications were not protected under the right to privacy created by CSU policies. The arbitrator therefore admitted the e-mail messages into evidence. This might come as a surprise, given that some of these policies might initially be thought to suggest that the e-mail messages would be protected.

A system-wide CSU policy states: “All users of campus information systems . . . must not assume any degree of privacy or restricted access to information they create or store on campus systems.” But an applicable campus policy declares privacy a “basic right” of “every user of [campus] computing resources and provides:

Although not legally required to do so, [campus] computer and information services departments respect the privacy of all users. System administrators and their staff may not log onto a user's account or view a user's files without explicit permission from the user. Exceptions arise when the user's account is suspected either of disrupting or endangering the security or integrity of any network systems or services or of violations of applicable University policies or federal or state law.

Another applicable campus policy announces: “The University respects the privacy of electronic communications in the same way that it respects the privacy of paper correspondence and telephone conversations.” The policy also provides:

The University shall permit the examination or disclosure of electronic communications records without the consent of the holder when (1) required by and consistent with law; (2) when there is substantial reason to believe that violations of law or of University policies

Labor Relations Column (continued)

(3) when there are compelling circumstances; (4) under time-dependent, critical operational circumstances; or 5) to preserve records or information consistent with the University Litigation Hold policy.

The policy defines “compelling circumstances” as “circumstances in which failure to act might result in significant bodily harm, significant property loss or damage, loss of significant evidence, or significant liability to the University or to members of the University community.”

And therein lies the rub. Rejecting all other arguments proffered by the CSU in support of its claim that the e-mail messages were admissible, the arbitrator nevertheless agreed with the CSU that because tenure and promotion result in “significant liability” to the CSU, there were “compelling circumstances” in the case to excuse the CSU’s stealth access to the e-mail messages, which were therefore admissible. This could be said about almost every grievance or discipline appeal, and the CSU may take the arbitrator’s holding in this case as an excuse to go fishing in employee e-mail accounts in just about every grievance or discipline appeal.

The privacy policies on your campus are probably weaker than those on the campus at issue in the case summarized above. If the CSU could get away with snooping around in that faculty member’s CSU e-mail account, then the CSU will probably get away with snooping around in your CSU e-mail account. If anything of a sensitive nature is contained in a message to or from that account, you have to be prepared that the CSU will later introduce the message into evidence at an arbitration or discipline appeal, without you ever suspecting that they knew about the message.

The moral of the story is this: If you are a union steward or a union member and you want to communicate with anybody about a pending grievance or a discipline appeal, or even about a matter that may one day turn into a grievance or a discipline appeal, do not use your CSU e-mail account. Instead, use a private e-mail account. If you do not have a private e-mail account, get one. Doing so is free and easy through providers such as Gmail, Hotmail, or Yahoo! Moreover, advise the person you are communicating with to send messages only *to* your private account and, if they are a CSU employee, to send messages only from a private e-mail account. This may be a little cumbersome now, but it is the only way to avoid much more trouble later.

2017-2020 Collective Bargaining Agreement

The 2017 – 2020 APC Collective Bargaining Agreement (CBA) is currently at the printer and will be sent directly to your campus Chief Stewards by late June 2018. For those members who would like a printed copy, your campus leadership will contact you when they are available. The current CBA is now available online on the APC website APC1002.org.



Story ideas or comments?

*We reserve the right to edit or reject submissions for length, clarity and verification of information.
All submissions become the property of APC.*

Email: Rose Duran at: roduran@apc1002.org

Support our Right to Join a Union

Research shows that when working people decide to stand together in a union, we win better wages, working conditions, better healthcare for our families and better retirement protections. Now more than ever before we must show the world we're proud to be union strong!

Unions have fought for and gained for workers' rights and working conditions. Spread the word and post this information on what working together as a Union can accomplish.

THANK A UNION

- 1. Weekends**
- 2. Paid Vacation**
- 3. FMLA**
- 4. Paid Sick Leave**
- 5. Child Labor Laws**
- 6. Social Security**
- 7. Minimum Wage**
- 8. 8 Hour Work Day**
- 9. Overtime Pay**
- 10. Health & Safety OSHA**
- 11. Health Care**
- 12. Dental**
- 13. Vision**
- 14. Collective Bargaining**
- 15. Breaks**
- 16. Wrongful Termination Laws**
- 17. Age Discrimination Laws**
- 18. Raises**
- 19. Sexual Harrasment Laws**
- 20. American Disabilities Act**
- 21. Holiday Pay**
- 22. Military Leave**
- 23. Equal Pay Act**
- 24. Civil Rights**
- 25. Workers Comp**

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