

CSUEU / CSU 2014 - 2017 Tentative Agreement Summary

Article	Subject	Summary of Changes
1	Recognition	No change.
2	Definitions	A "intermittent employee" is not intended to replace temporary timebased employees, per diem employees, probationary or permanent employees. Created a one thousand (1,000) hour cap, per fiscal year, on intermittent employees. A "per diem employee" is not intended to replace temporary timebased employees, probationary or permanent employees.
3	Management Rights	Long-term contracting out meet and confers must be scheduled by the CSU and CSUEU, rather than commence, within 30 days of notice.
4	Effect of Agreement	No change.
5	Union Rights	Created seven (7) working day timeline to submit requests for release time to attended Board of Trustees meetings. Eliminated need for release time to be only for speakers at Board of Trustees meeting. Removed one-time language. Added ability for CSUEU to request to have its own office on each campus.
6	Concerted Activities	No change.
7	Grievance Procedure	The CSU and CSUEU will endeavor to use email in grievance filings and responses when practicable. Informal grievance will be held in 14 days, rather than 21 days. Clarified that a grievant can bring a representative to the informal grievance meeting. A written response is now required within 14 days of the informal meeting. The person who hears the informal grievance can not hear the grievance at another level. Level I grievance are now filed with Human Resources, and HR will assign the grievance to the appropriate administrator. HR will inform, in writing, the name of the assigned appropriate administrator. Level II and III grievance meetings must be held within 21 days of the Level II/III filing, rather than 21 days after receipt of the Level II/III filing. Arbitration requests can now be filed by email, and must be filed within 40 days of the Level III response. Minor updates to the mediation process to encourage mediation when appropriate. Removed list of mediators and arbitrators from the agreement. The panel of mediators and arbitrators and will be mutually agreed to by the CSU and CSUEU. Restructured contents of article for better readability.
8	Complaint Procedure	Changes made to mirror Article 7 (Grievance Procedure).
9	Employee Status	Campus position vacancies must have primary duties listed. Outside applicants may be appointed for specialized skills only if specialized skills are actually recruited for in the position vacancy announcement. If a current employee is not selected for a position that he/she interviewed for, that notification must be made in writing. Classification or In-Classification Review requests are also submitted to the campus HR office at the same time the request is made, reducing the total amount of time required for response. Employees are now allowed to bring a Union Representative to a classification appeal meeting. New process for appealing a rejection during probation: a special umpire serves as an arbitrator in an expedited hearing. An intermittent employee who is paid one thousand (1,000) hours in twelve (12) consecutive months has completed one year of service toward permanent status. A temporary employee may be granted permanent status after one year, rather than two years. "Shift change" moved to Article 18 (Hours of Work). Minor other changes for better readability.
10	Employee Performance	Upon request, an employee will now have an additional five (5) work days, for a total of two (2) weeks, to review a draft performance evaluation. CSU and CSUEU will meet by March 2015 to discuss creating a system-wide performance evaluation form. Restructured contents of article for better readability.
11	Personnel File	No change.
12	Corrective Action	Restructured contents of article for better readability. No substantive changes.
13	Resignations	No change.
14	Vacations and Holidays	Improvements to vacation request process. All requests must be in writing. Response by the appropriate administrator shall be ASAP, but no later than fourteen (14) days. If no response is received, employee may elevate request. Elevated request shall be responded to ASAP, but no later than seven (7) days.

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15	Leave Of Absence (LOA) with Pay	Expanded definition of "immediate family" to include step-parent, aunt and uncle. This now includes step-parent, aunt and uncle as eligible for family care, and provides for five (5) days paid bereavement/funeral leave. Updated language regarding completing forms after an absence. When the CSU requires a verification of illness/injury, employee must provide a licensed health care providers statement, rather than a physician's statement. Clarified that an employee will not normally be required to provide a licensed health care providers statement unless he/she have a absence of six (6) consecutive work days or more.
16	Leave Of Absence (LOA) without Pay	No change.
17	Assignment / Reassignment	Restructured contents of article for better readability. No substantive changes.
18	Hours of Work	Added "shift change" language from Article 9 (Employee Status). Clarity provided over "clean-up time".
19	Overtime	Clarified language regarding extended work hour meal allowances of up to \$15 when an employee works two (2) <u>or more</u> extra hours as part of their shift. Receipt must be submitted within 30 days.
20	Salary	Guaranteed salary increases with no contingency based on state funding levels. 3% General Salary Increase (GSI) retroactive to July 1, 2014 for all employees in active pay status, or on leave, as of that date. 2% GSI effective July 1, 2015. 2% GSI effective July 1, 2016. The maximum of the salary range increases with each GSI, but the minimum of the salary range is frozen. CSU will work with the State Controller's Office to process changes in a timely manner. Clarification that management initiated In-Range Progression (IRP) may cover more than one employee (i.e. entire campus, department, classification, etc). Campus IRP guidelines must be consistent with Article 20. Removed 10% of salary cap on stipends.
21	Benefits	No changes to health care, vision, dental, retirement or any other program. No change to the Rural Health Care Stipend. Allows employee parking to be raised only one-time per fiscal year. Increases can be no more than \$1/month. Total increase can not be more than \$3/month between fiscal year 2013/14 and 2016/17.
22	Professional Development	No change.
23	Health and Safety	No change.
24	Layoff	No change.
25	Non-Discrimination	Updated to reflect current Executive Orders in effect regarding non-discrimination and whistleblowing.
26	Cruise Employees	Increased incidental pay from \$5/day to \$7/day.
27	Labor Management Committee (LMC)	No change.
28	Family and Medical Leave (FML)	No change.
29	Duration & Implementation	Three year agreement ending June 30, 2017.
Side Letter	"Me Too" Agreement	Side letter guarantees that if faculty (Unit 3) receives a greater equivalent compensation pool in their agreement, CSUEU-represented employees can elect to get that increase, too.

The full text of the Tentative Agreement can be viewed online at www.csueu.org