

CSUEU’s Units 2, 5, 7 and 9 Economic Proposals
 CSUEU-CSU 2026 Successor Contract Bargaining

CSUEU reserves the right to add to, modify or delete these proposals and to introduce new proposals during the course of negotiations.

ARTICLE 14

VACATIONS AND HOLIDAYS

Vacations

14.1 Employees are eligible for paid vacation in accordance with the schedule in Provision 14.2 below.

Vacation Accrual

14.2 Service requirements below are in terms of full-time service. Service requirements shall be pro rata for employees who work less than full-time.

Service Requirements	Days	<u>Vacation Credit Per Monthly Pay Period</u>	
		<u>Hours</u> (Hourly Equivalent of Days)	<u>Days</u> (Annual Accrual Equivalent)
1 Month to 2 Years	5/6	6-2/3	12
25 Months to 5 Years	1-1/4	10	17
61Months to 10 Years	1-5/12	11-1/3	19
121 Months to 15 Years	1-7/12	12-2/3	21
181 Months to 20 Years	1-3/4	14	23
241 Months to 25 Years	1-11/12	15-1/3	25
301 Months and Over	2	16	26

14.3 Intermittent employees earn vacation credit in accordance with HR/Leaves 2014-02 or in any superseding Technical Letter, if applicable.

Vacation Credits

14.4 For purposes of computing vacation credit, an employee who works eleven (11) or more days in a monthly pay period is considered to have completed a month, a month of service, or continuous service. When an absence without pay of more than eleven (11) consecutive working days falls into two (2) consecutive qualifying monthly pay periods, one (1) of the pay periods is disqualified.

14.5 An authorized leave of absence without pay shall not be considered service for the purpose of vacation accrual.

- 14.6 Vacation credits are cumulative to a maximum of three hundred and eighty four (384) working hours for ten (10) or less years of qualifying service or four hundred and forty (440) working hours for more than ten (10) years of such service. Accumulation in excess of this amount as of January 1 of each year shall be paid out to the employee. An employee shall be permitted to carryover more than allowable credits when the employee was prevented from taking enough vacation to reduce the credits because the employee (1) was required to work as a result of fire, flood, or other extreme emergency; (2) was assigned work of priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; or (4) was prevented from using vacation previously scheduled to be taken in December because of being on paid sick leave.
- 14.7 A probationary employee shall not take vacation until completion of one (1) month in work status, unless by mutual agreement.

Vacation Requests

- 14.8 Based upon the operational needs of the campus, vacation schedules shall be determined by the Appropriate Administrator. Requests for scheduling vacation shall ordinarily be submitted in writing to the Appropriate Administrator at least thirty (30) days in advance. Vacations shall be scheduled and taken only as authorized by the Appropriate Administrator. If a conflict in vacation requests arises, the Appropriate Administrator shall give consideration to the employee(s) with the most seniority, provided that operational needs are met.

Once approved in writing, vacations shall not be rescinded without the mutual consent of the employee and the Appropriate Administrator, except in cases of emergency as determined by the Appropriate Administrator.

In all cases the Appropriate Administrator shall respond in writing, either approving or denying the request. The response shall be provided as soon as possible, but no later than seven (7) days after the submission of the employee's written request. If the Appropriate Administrator has not provided a response to an employee's vacation request within seven (7) days, the employee may elevate their request to the next level Appropriate Administrator. The next level Appropriate Administrator shall respond in writing, either approving or denying the request. Denials based on operational need shall detail the precise operational need. The response shall be provided as soon as possible, no later than seven (7) days after employee's elevation of the request.

Requests with less than thirty (30) days' notice for vacation shall be submitted in writing to the Appropriate Administrator who will determine whether or not to approve or deny the request based on the operational needs of the campus. Submission with less than thirty (30) days' notice shall not, by itself, be a basis for denying the vacation request. Such requests shall not be unreasonably denied. If the request requires an immediate determination, then the decision may be

communicated orally to the employee, and thereafter confirmed in writing within seven (7) days of the date of the oral response.

Once per calendar year, the employee may elect to take a lump sum payout of forty (40) hours of vacation, so long as a balance of forty (40) hours remains in the employee's vacation bank.

Nothing in this Article shall prohibit an employee from requesting use of accrued vacation credits for unforeseen circumstances requiring the employee's absence from work (e.g. flat tire, dead battery, etc.). Notice provided pursuant to campus absence notification procedures shall satisfy the employee's obligation to notify the Appropriate Administrator under this provision.

14.9 Whenever an employee's accrued vacation amount will exceed or has exceeded the maximum accrual by the end of the calendar year as a result of the denial of one or more requests by the employee to schedule and use vacation in the last quarter of the calendar year, the following procedure shall apply:

- a. The employee shall submit a vacation request for the use of the excess vacation and the Appropriate Administrator shall respond to the request within ten (10) working days.
- b. In the event that the request has not been granted within the ten (10) day period, the employee and the Appropriate Administrator shall attempt to reach mutual agreement on alternative dates on which to use the excess vacation.
- c. If the employee and the Appropriate Administrator are unable to reach agreement, the employee may suggest three (3) alternative, non-overlapping periods of vacation time to be completed no later than June 30 of the new calendar year to utilize the excess vacation. The Appropriate Administrator shall agree to one of the three (3) scheduling options submitted by the employee.
- d. If the employee fails to submit the three (3) scheduling options for use of the excess vacation or a vacation payout request, the Appropriate Administrator may direct the use of vacation on days to be determined by the Appropriate Administrator.

Lump Sum Payment

14.10 Upon separation from service, an employee is entitled to a lump sum payment as of the time of separation for any unused or accumulated vacation. Such sum shall be computed by projecting the accumulated time on a calendar basis so that the lump sum will equal the amount which the employee would have been paid had the employee taken the time off, but not separated from service.

Holidays

- 14.11 The holidays designated in this Article are intended to be a day off of a regularly scheduled workday, except as provided in provision 14.16. The amount of time an employee has off for the Holiday without a loss in pay shall be the number of hours the employee is normally scheduled to work.
- 14.12 The following paid holidays, except as provided in Provision 14.14 below, shall be observed on the day specified:
- a. January 1
 - b. Third Monday in January (Martin Luther King Jr. Day)
 - c. March 31
 - d. June 19 (Juneteenth)
 - e. July 4
 - f. First Monday in September (Labor Day)
 - g. November 11 (Veteran's Day)
 - h. Thanksgiving Day
 - i. December 25
 - j. Any other day designated by the Governor for a public fast or holiday.
- 14.13 The paid holidays listed in this provision shall be observed on the day specified unless they fall on a Saturday or Sunday, or are rescheduled for observance on another day by the President.
- a. Third Monday in February (Washington's Birthday)
 - b. February 12 (Lincoln's Birthday)
 - c. Last Monday in May (Memorial Day)
 - d. Admission Day
 - e. Second Monday in October (Columbus Day)
- 14.14 Any holiday listed in this Article which falls on a Saturday shall be observed on the preceding Friday. Any holiday in this Article which falls on a Sunday shall be observed the following Monday.
- 14.15 The amount of time off an employee shall receive with no loss in pay to observe the holiday is as provided below:

- a. An employee scheduled to work on the day a holiday is officially observed, except as provided in provision 14.16 (b), shall be entitled to the holiday. The number of hours of the holiday shall be determined by the hours the employee is normally scheduled to work on the day the holiday is observed.
- b. If an employee is on a compressed work schedule or an alternate work schedule and the holiday is observed on a non-workday, the employee shall be entitled to a day equal to their normal workday. This holiday must be used on the employee’s next work day, subject to the operational needs of the campus, or within one hundred and eighty (180) days after the holiday was observed.
- c. If an employee has been unable to take their holiday within one hundred eighty (180) days due to operational need, the employee shall be paid for the holiday.

14.16 An intermittent employee is entitled to holiday pay based on the number of hours worked in the month the holiday is observed in accordance with HR/Leaves 2014-02, or in any superseding Technical Letter, if applicable, in accordance with the following table:

<u>Hours Worked</u>	<u>Hours Holiday Pay</u>
0 – 10.9	0
11 – 30.9	1
31 – 50.9	2
51 – 70.9	3
71 – 90.9	4
91 – 110.9	5
111 – 130.9	6
131 – 150.9	7
151 +	8

14.17 An employee on a leave of absence without pay or in other non-pay status on a day a holiday is officially observed shall not be entitled to the holiday.

14.18 If a holiday falls on a scheduled workday during an employee's vacation or within a period of absence chargeable to sick leave, the holiday will not be charged to sick leave or vacation time.

14.19 A campus yearly calendar, including campus Holiday closures of the campus, shall be provided to the employees at least thirty (30) days before its effective date.

14.20 An employee shall be permitted to use accrued vacation or their Personal Holiday if the President closes the campus and there is an insufficient number of holidays scheduled to be observed during the closure. Employees eligible for CTO may use accrued CTO during periods of campus closure.

- 14.21 Should an employee not have vacation accrued, sufficient CTO balance or Personal Holiday to cover the scheduled days of closure, they shall be provided sufficient work prior to the scheduled closure to prevent any loss of pay or benefits. Such time worked shall be in accordance with Article 19, Overtime.
- 14.22 Employees, including cruise employees, who are in an academic year appointment are entitled to all days designated in the campus academic calendar as academic holidays, or any other day designated by the Governor for a public fast or holiday. If the timebase is less than full-time, this provision will be applied on a pro rata basis.

Personal Holiday

- 14.23 An employee is entitled to one (1) Personal Holiday which must be taken on one (1) day during the calendar year. If the employee fails to take the Personal Holiday before the end of the year, the holiday shall be forfeited. The scheduling of the holiday shall be by mutual agreement of the employee and the Appropriate Administrator.

Holiday Work Compensation

- 14.24 A full-time employee who works on the day a holiday is officially observed shall be compensated at their overtime rate on an hour-for-hour basis for all hours worked on the holiday. Such compensation shall be in cash or CTO, as determined by the President. This provision shall apply pro rata to less than full-time employees. Employees not eligible for overtime as listed in Appendix C shall receive time off earned at the straight time rate.
- 14.25 When a holiday is observed pursuant to Provision 14.15 and an employee is not scheduled to work on the day the holiday is observed, but is required to work on the calendar date of such a holiday, they shall only receive holiday work compensation for time worked on the calendar date of the holiday. Such compensation shall be provided pursuant to Provision 14.25, Holiday Work Compensation, of this Article.

ARTICLE 15**LEAVES OF ABSENCE WITH PAY**

15.1 “Immediate family” as used in this Article shall mean:

- The employee’s spouse or domestic partner;
- The employee, spouse or domestic partner’s: parent, step-parent, grandparent, great-grandparent, sibling, child or grandchild (including foster, adopted and step), parent’s sibling and parent’s sibling’s spouse;
- The employee’s child-in-law;
- A person living in the immediate household of the employee, except domestic employees, roomers, boarders, and/or roommates.

Sick Leave

15.2 Following completion of one (1) month of continuous service, a full-time employee shall accrue eight (8) hours of credit for sick leave with pay. Thereafter, for each additional month of service, eight (8) hours of credit for sick leave with pay shall be accrued.

15.3 Each full-time employee shall be considered to work not more than forty (40) hours each week. Employees who are appointed less than full-time shall accrue credit for sick leave with pay on a pro rata basis.

15.4 Sick leave may be accumulated without limits, and no additional sick leave with pay beyond that accumulated shall be granted except as provided for in Provision 15.8.

15.5 An employee shall be responsible for reporting an absence to the Appropriate Administrator as soon as possible in compliance with department and campus policies. The CSU recognizes that extenuating circumstances may prevent an employee from calling in before the start of their shift, but the employee will make every effort to call in as close to the start of the shift as possible.

15.6 An employee shall be responsible for completing and submitting the campus’s required absence documentation to the Appropriate Administrator on the date designated by the Appropriate Administrator.

15.7 An employee may be required to provide a licensed health care provider’s statement or other appropriate verification when absent due to illness/injury. An employee shall not normally be required to provide such a statement or verification for an absence of five (5) consecutive days or less.

Catastrophic Leave Donation Program

15.8 Any CSU employee who accrues vacation or sick leave credits may voluntarily donate either of those credits to any other CSU employee on the same campus, if the recipient employee has exhausted all accrued leave credits, i.e., sick leave, vacation and CTO, due to a catastrophic illness or injury, or whose principal place of residence has been impacted by a natural disaster/state of emergency. Catastrophic illness or injury is an illness or injury that has totally incapacitated the employee from work. Chronic conditions may also be considered catastrophic, even if the condition results in only intermittent absences. Conditions which are short term in nature, such as colds, flu, or minor injuries, are generally not deemed catastrophic. The campus must make a case-by-case determination.

The following provisions shall apply:

- (1) Catastrophic Illness or Injury
 - a. An employee, their representative or the employee's family member must request the employee's participation and provide appropriate verification of illness or injury as determined by the campus President. The President shall then determine the employee's eligibility to receive donations based upon the definition provided above.
 - b. An incapacitated employee may elect to defer a request to participate during a period of Industrial Disability Leave eligibility.
 - c. Employees may donate a maximum of forty (40) hours leave credits per fiscal year in increments of one hour or more. Donations are irrevocable.
 - d. Donated leave credits may be used to supplement each of the following: Industrial Disability Leave, Non-Industrial Disability Leave or Temporary Disability payments from the third party administrator, upon application for the appropriate disability benefit by an eligible employee. The total amount of leave credits donated and used may not exceed an amount sufficient to ensure the continuance of the employee's regular monthly rate of compensation.
 - e. The total donated leave credits shall normally not exceed an amount necessary to continue the employee for three (3) calendar months calculated from the first day of catastrophic leave within a twelve (12) month period. The President may approve an additional three-month period in exceptional cases. The leave should not be deemed donated until actually transferred by the campus record keeper to the record of the employee receiving leave credits.

- f. For employees whose appointments have not been renewed, donated time may not be used beyond the employee's appointment expiration date in effect at the beginning of the disability.
- g. Only vacation and sick leave credits may be donated.
- h. Donated leave credits may not be used to receive service credit following a service or disability retirement.
- i. Any CSU union may solicit leave donations from bargaining unit employees for direct transfer to employees eligible to receive such leave credits.
- j. Catastrophic illness or injury may also include an incapacitated member of the employee's immediate family if this results in the employee being required to take time off for an extended period of time in order to care for the family member and the employee has exhausted both all of their accrued vacation credits and all of their accrued sick leave credits which may be used for family care in accordance with the appropriate collective bargaining agreement. Only donated vacation credits may be used for such family care catastrophic leave. Immediate family member shall be defined in accordance with the definition contained in the sick leave provisions of the collective bargaining agreement covering the recipient employee.
- k. The provisions of this program shall be subject to the grievance procedure contained in the collective bargaining agreement covering the grieving employee.

(2) Natural Disaster and State of Emergency:

- a. Catastrophic leave for a natural disaster shall be leave for an employee who faces financial hardship because the employee has exhausted all of their accrued vacation credits; accrued sick leave credits; personal holiday credits; and C.T.O. credits; and is unable to work due to the effect of a natural disaster on the employee's principal residence.
- b. The employee resides in one of the counties where a state of emergency exists as declared by the governor.
- c. An employee, or their representative, must request the employee's participation and provide appropriate verification as determined by the campus President. The President shall then determine the employee's eligibility to receive donations based upon the definitions provided above.
- d. Employees may donate a maximum of forty (40) hours leave credits per fiscal year in increments of one hour or more. Donations are irrevocable.

- e. The total amount of leave credits donated and used may not exceed an amount sufficient to ensure the continuance of the employee's regular monthly rate of compensation.
- f. The total donated leave credits shall normally not exceed an amount necessary to continue the employee for three (3) calendar months calculated from the first day of catastrophic leave. The President may approve an additional three-month period in exceptional cases. The leave should not be deemed donated until actually transferred by the campus record keeper to the record of the employee receiving leave credits.
- g. For employees whose appointments have not been renewed, donated time may not be used beyond the employee's appointment expiration date in effect at the beginning of the natural disaster/state of emergency.
- h. Only vacation and sick leave credits may be donated.
- i. Donated leave credits may not be used to receive service credit following a service or disability retirement.
- j. Any CSU union may solicit leave donations from bargaining unit employees for direct transfer to employees eligible to receive such leave credits.
- k. Pledged leave credits will be formally transferred to the recipient employee only at the end of a pay period, and then in chronological order of the dates pledged. This will ensure that any unused leave credits are never actually transferred until they can in fact be used by the recipient employee. In the event that an employee is unable to use all pledged credits in a pay period, the most recently donated leave credits that cannot be utilized will then never formally be transferred, thereby guaranteeing that they are in no way lost by an employee who wants to donate them in order to help a co-worker who needs the credits.

Absences Chargeable to Sick Leave

- 15.9 The use of sick leave shall be authorized by the Appropriate Administrator when an employee is absent because of:
- a. illnesses, injury, or disability related to pregnancy;
 - b. exposure to contagious disease;
 - c. dental, eye, other physical or medical examinations or treatments by a licensed practitioner;
 - d. family care, meaning illness or injury in the immediate family.

- e. death of a person in the immediate family.

Upon written request, the Appropriate Administrator may authorize the use of accrued sick leave for purposes of extending bereavement leave or taking bereavement for loved ones not covered by bereavement leave.

- 15.10 The President may direct an employee to take sick leave if the President determines that the employee has restricted ability to carry out their duties due to illness.
- 15.11 An employee may be required to undergo a medical examination as directed by the President to ascertain the employee's ability to perform their required duties. If such an examination is by the physician selected by the employer, the CSU shall bear the costs of such medical examination.
- In cases where an employee has a written full medical release without restriction to return to work and the Appropriate Administrator believes that the employee is unable to perform the duties of the position, the Appropriate Administrator shall consult with the Human Resources Director. If the employee is unable to be at work while the decision is being reviewed, the employee must be placed on paid administrative leave.
- 15.12 Under no circumstances may an employee be granted sick leave for days during layoff periods or during a leave of absence without pay. An employee may not be granted sick leave during periods when the campus or department is closed unless the employee was on sick leave prior to the time of the campus or department closure.
- 15.13 A female employee on maternity leave pursuant to Article 16, Leaves of Absence Without Pay, shall be entitled to use earned sick leave for the period of time covering date of childbirth and immediate physical recovery there from. Earned sick leave shall be charged for workdays in such a period of time. Normally, fifteen (15) days of earned sick leave may be charged. A physician's verification of disability shall be required for the use of earned sick leave in excess of fifteen (15) days, pursuant to this provision.
- 15.14 The President may authorize unpaid leave of absence, the use of vacation or the use of CTO pursuant to Article 19, Overtime, for an employee who has exhausted accumulated sick leave.

Bereavement Leave

- 15.15 For each death of an immediate family member, as defined in Provision 15.1, upon request to the President, the employee shall be granted five (5) days leave with pay.
- 15.16 Upon request, bereavement leave may be supplemented with an employee's own leave credits.

Jury Duty

- 15.17 An employee who serves on jury duty shall receive their base salary and is permitted to keep any mileage payments made by the court. Employees are not entitled to juror pay for jury duty.
- 15.18 An hourly employee shall be eligible for time off with pay for jury duty only for those hours the employee was scheduled to work.
- 15.19 An employee who receives initial notification that they are subject to jury duty shall notify the Appropriate Administrator.
- 15.20 The employee is required to notify the Appropriate Administrator in writing prior to taking leave for jury duty. Verification of actual service for jury duty shall be provided by the employee when requested by the Appropriate Administrator.
- 15.21 Any full-time or part-time employee on any shift or work schedule shall be granted leave with pay for the actual time spent on jury service and grand jury service, including travel time to and from jury duty service, not to exceed the number of hours in the employee's normal work day and the employee's normal work week. If an employee's jury service is for more than 50% of their assigned work shift, employees do not need to report for work following the completion of jury service.

Upon the request of the employee, the CSU shall accommodate a summons to jury duty service, including on-call jury duty service, with a change in shift assignment.

Leave to Vote

- 15.22 An employee who would otherwise be unable to vote outside of their regular working hours shall be granted up to two (2) hours of work time without loss of pay to vote at a general, direct primary, special, or presidential primary election.

An employee shall be required to request such leave time in writing from the Appropriate Administrator at least two (2) working days prior to the election.

Leave to Serve as Precinct Officer

- 15.23 The CSU shall approve leave, if it is available, for an employee to serve as a precinct officer for a state or local election, provided that campus operational needs are met. If such leave is denied due to campus operational needs, at the employee's request, the Appropriate Administrator shall explain to the employee the campus operational needs.

Absence as a Witness

- 15.24 Employees serving as court-subpoenaed witnesses or expert witnesses in the interest of the CSU shall seek the payment of witness fees. Whenever possible, employees shall confer with the attorney requesting their appearance to determine whether certified copies of appropriate documents would be suitable and would eliminate the need for a court appearance.
- 15.25 An employee who is absent as a court-subpoenaed witness or expert witness in the interest of the CSU shall be paid the normal salary for the corresponding period of absence. No portion of the employee's salary shall be forfeited as the result of such an appearance; however, all court fees (except personal travel and/or subsistence payments) shall be remitted to the CSU. If an exceptional circumstance occurs whereby the employee does not remit such fees, an amount equal to the fees shall be deducted from the employee's salary. No vacation or compensatory time off (CTO) shall be used in such cases.
- 15.26 An employee who receives court fees in excess of regular earnings may keep the excess and need remit only an amount equal to the compensation paid the employee while on leave. If the employee chooses to retain the entire fee, then the time taken off shall be charged as vacation or CTO, and if no vacation time or CTO is available, the employee shall be docked for the period of absence.
- 15.27 An employee (including hourly employees) serving as a court-subpoenaed witness on a holiday or while on vacation or on compensatory time off (CTO) shall serve on their own time.
- 15.28 An employee who is a party to a suit or who is an expert witness not serving in the interest of the CSU shall appear on their own time. The employee shall be charged vacation or CTO, and if no vacation time or CTO is available, the employee shall be docked for the period of absence.
- 15.29 An employee who is required to appear in court on behalf of the CSU at times outside of and not continuous with an employee's regular work schedule shall be compensated pursuant to the call-back pay requirements of Provisions 19.17-19.19 of this Agreement only if the employee is required to appear in court as a result of the exercise of their duties during working hours. Call-back pay under this provision shall not be provided to employees who are parties to a suit, who serve as court-subpoenaed witnesses, or who serve as expert witnesses unless they do so

on behalf of the CSU and as a result of the exercise of their duties during working hours.

Military Leave

- 15.30 Emergency military leave, temporary military leave, and indefinite military leave shall be granted to eligible employees in accordance with state and federal law.

Supplement to Industrial Disability Leave (IDL)

- 15.31 Upon written notification to the CSU by an eligible employee, the employee may elect to supplement IDL payments with charges to their accrued sick leave. Such an election shall be made no later than fifteen (15) days after the report of the injury for which the IDL is being paid.
- 15.32 Such supplement shall continue until the employee has exhausted their accrued sick leave or until the employee provides to the CSU written notification that the employee wishes to discontinue the supplement. Such a notice shall be provided fifteen (15) days prior to the effective date of such a discontinuation.
- 15.33 Such a supplement to IDL payments shall not result in the employee receiving a payment in excess of their regular salary or wage.
- 15.34 All payments received by an employee while on IDL shall be subject to mandatory and authorized voluntary deductions.

Parental Leave

- 15.35 Parental Leave shall refer to a leave for the purpose of a parent preparing for the arrival of, or a parent or legal guardian caring for, a new child(ren), up to their eighteenth (18th) birthday, due to the birth, adoption, foster care assignment, or legal guardianship of the minor child(ren) with the employee.

An employee shall be entitled up to a maximum of ninety (90) workdays Parental Leave (as defined above, and subject to the requirements of Provisions 28.15-28.16) in a twelve (12) month period, with pay which shall commence within sixty (60) days of the arrival of a new child(ren). Such leave shall be taken consecutively, unless mutually-agreed otherwise by the employee and the Appropriate Administrator. Parental Leave is normally taken in daily increments. Such leave shall be in addition to available sick leave and to available vacation under Article 14. Paid Parental Leave runs concurrently with any other related leaves for which the employee is eligible.

In order for an employee to be entitled to parental leave, the employee must be employed with CSU prior to the birth or placement of a child(ren) with the employee.

Organ Donor and Bone Marrow Leave

- 15.36 Upon presentation of written verification that they are organ or bone marrow donors and there is a medical necessity for the donation, employees who have exhausted all available sick leave are eligible for the following leaves of absence with pay:
- a. A paid leave of absence not exceeding thirty (30) consecutive calendar days in any one-year period to any employee who is donating their organ to another person.
 - b. A paid leave of absence not exceeding five consecutive calendar days in any one year period to any employee who is donating their bone marrow to another person.

School and Childcare Activities Leave

- 15.37 An employee who is a parent, guardian, stepparent, foster parent, grandparent, or person standing in loco parentis to a child in kindergarten through grade twelve (12), or attending a licensed childcare provider, shall be entitled to utilize accrued vacation leave, personal holiday, compensatory time off, or other accrued leave credits for the purposes authorized by California Labor Code section 230.8. Employees shall be permitted to be absent from work for participation in school or childcare activities, including but not limited to:
- a. Finding, enrolling, or reenrolling a child in a school or licensed childcare provider
 - b. Participating in activities of the school or licensed childcare provider;
 - c. Addressing a school or childcare emergency, including:
 - A request that the child be picked up due to illness or injury;
 - A school or childcare closure;
 - A natural disaster affecting the school, childcare provider, or child;
 - A behavioral or disciplinary issue requiring the immediate attention of the parent or guardian.

Leave under this provision shall be granted in accordance with California Labor Code section 230.8 and shall not exceed the statutory maximum entitlement.

Employees shall provide reasonable advance notice when the need for leave is foreseeable. When the need for leave is unforeseeable, notice shall be provided as soon as practicable.

Upon request, the CSU may require documentation from the school or childcare provider verifying participation in the covered activity.

ARTICLE 19**OVERTIME****Overtime Compensation**

19.1 Overtime is defined as authorized time worked in excess of eight (8) hours in a twenty four (24) hour period (or in excess of a standard shift for employees on an alternative work schedule) or forty (40) hours in a workweek of seven (7) consecutive twenty-four (24) hour periods.

For employees assigned to a five (5) day per week schedule of forty (40) hours or less or a 4/10 work schedule, the work week shall begin at 12:01 a.m. on Sunday and end at 12:00 midnight the following Saturday. For employees assigned to a 9/80 or a 3/12 work schedule, the work week shall begin at the midpoint of an employee's scheduled eight (8) hour day and end at the same time seven (7) consecutive twenty-four (24) hour periods later.

19.2 For the purposes of administering a 3/12 work schedule, overtime shall be defined as time worked in excess of eighty (80) hours within a fourteen (14) day schedule. The schedule period shall begin at 12:01 a.m. on Sunday and shall end at 12:00 midnight on the second succeeding Saturday.

19.3 Overtime shall be compensated in cash or in compensatory time off (CTO) as determined by the Employee and shall be paid only as provided in Appendix C of this Agreement, consistent with the provisions of the Fair Labor Standards Act (FLSA). The salary stipend (provisions 20.29-20.31) shall be included in base wages for determining compensation for overtime earned during the stipend period. Employees eligible to receive overtime shall be compensated at the rate of one and one-half times their hourly straight time rate.

19.4 Overtime shall be authorized and assigned by the Appropriate Administrator.

19.5 If, as the result of an overtime assignment, a non-exempt employee will not have an eight (8) hour rest period from the end of an overtime assignment until the beginning of the next regularly scheduled work shift, the employee may request to report to work at the completion of the eight (8) hour rest period. Prior to the assignment it shall be arranged between the employee and the Appropriate Administrator whether the employee may:

- a. Take the time off at the beginning of the next work shift; or
- b. Take the time off at the end of the shift; or
- c. Work the entire shift; or

- d. Change the employee's start time for that day until eight (8) hours after the completion of the overtime assignment and then working the number of hours the employee is normally scheduled to work.

If the employee takes the time off at the beginning or end of the shift pursuant to 19.5 (a) or (b) above, the employee has the option of using any accrued leave credits for the hours missed or taking off the hours missed as noncompensable time off the clock and, therefore, reducing the number of hours worked pursuant to provision 19.1.

- 19.6 Paid holiday, paid sick leave, Compensatory Time Off, and paid vacation time shall be counted as time worked for purposes of this Article.

- 19.7 The only official methods for the computation and accumulation of overtime are those provided in this Article. All hours worked, including overtime, are to be reported monthly on the appropriate payroll forms.

The Appropriate Administrator shall equalize the overtime work among all qualified employees in the appropriate classification who have expressed interest in overtime work. Advance notice of overtime opportunities shall be provided to all qualified employees. An employee shall be required to work overtime if no qualified volunteer is available. Overtime shall be mandated in reverse seniority order.

- 19.8 All employees shall be classified as either exempt or non-exempt for purposes of compliance with the FLSA requirements for payment of overtime or compensatory time off (CTO).

Compensatory Time Off (CTO)

- 19.9 Requests for scheduling CTO shall be submitted to the Appropriate Administrator at least seven (7) days in advance. CTO shall be scheduled and taken only as authorized by the Appropriate Administrator.

- 19.10 The scheduling of earned CTO shall be by mutual agreement of the employee and the Appropriate Administrator.

- 19.11 CTO should be taken within the year it is earned whenever possible. If an employee has been unable to take their CTO and has a CTO balance in excess of one hundred twenty (120) hours as of December 31, the employee shall be paid in cash for all hours in excess of one hundred twenty (120). Such payment shall be made by February 1 of each year.

- 19.12 CTO shall be accrued in accordance with Appendix XX. Upon request of the employee, the Appropriate Administrator shall provide an accounting of the employee's CTO balance.
- 19.13 When an employee is separated from service, the employee is entitled to a lump-sum payment for any earned CTO by reason of previous overtime worked.
- 19.14 Overtime eligibility and overtime rates shall be by classification. Such eligibility and overtime rates by classification are listed in Appendix C and incorporated by reference.

Extended Work Hour Meal Allowance

- 19.15 When an employee is required to work two (2) or more hours before or after a regularly scheduled workday, the employee may claim the cost of each meal up to the maximum of twenty-five (25) dollars. All claims for extended work hour meal reimbursements must be supported by a receipt and shall be submitted within thirty (30) calendar days. The time taken to consume the meal will not be included in the computation of extended work hours for the purpose of this allowance.

An employee shall not be required to interrupt their work to consume the extended work hour meal. Extended work hour meals may be taken before, after or during the extended work hour period. This provision shall not apply to employees receiving a per diem rate.

- 19.16 Overtime shall include time spent in travel to and from remote work sites and as provided for in Article 22, Professional Development.

Call-Back

- 19.17 Call-back work is work performed at a time outside of and not continuous with an employee's regular work schedule. A non-exempt employee called back to work shall receive no less than three (3) hours pay at the overtime rate unless such call-back is within three (3) hours of the beginning of the employee's next shift, in which case the employee shall only be paid for the hours remaining before the beginning of the employee's next shift.
- 19.18 An employee may be called back to work in reverse seniority order . The Appropriate Administrator shall endeavor to assign call-back work on a volunteer basis. If no volunteers are available, or in an emergency situation, the employee who is called back shall be required to work.
- 19.19 When it is necessary for exempt employees to be called back to work, the Appropriate Administrator shall authorize informal adjustments in their work hours.

On-Call Time

- 19.20 On-call time is time outside of an employee's regular work schedule but during which an employee must be available to report to work if deemed necessary by the Appropriate Administrator. On-call time is not compensable. If an on-call employee is contacted by an Appropriate Administrator for the purpose of performing work, then Provisions 19.17 - 19.19 shall apply.
- 19.21 When the CSU determines that an employee shall be placed on call, the employee may use the employee's on-call time for the employee's own purposes, subject to the employee being reachable by leaving a telephone and/or text number where the employee can be contacted while on call. If contacted by the Appropriate Administrator, the employee shall report to work within a reasonable period of time. On call assignments shall not be unreasonably assigned.

ARTICLE 20**SALARY**

- 20.1 Prior to the implementation of Provision 20.5, the salary schedule for bargaining unit employees in Units 2, 5, 7, and 9 shall be found in Appendix E and incorporated in this Agreement by reference. Effective October 1, 2025 the salary schedule that pertains to bargaining unit employees in Units 2, 5, 7, and 9 shall be the schedule found in Appendix F of this Agreement as modified by mutual agreement.
- 20.2 Employees shall always be placed on a step appropriate to their classification.
- 20.3
- 20.5 Effective October 1, 2025, the CSU will transition employees to a new salary step structure as outlined in Appendix F as modified by mutual agreement.
- A. Employees will be placed on a step corresponding to the highest of the following:
1. The salary step that corresponds to the employee's cumulative length of service in their current classification at their current campus (Target Step). Cumulative length of service is defined in the related MOU set forth in Side Letter 4. The placement shall be consistent with the chart in Appendix F. Employees moved to a new classification, as a result of the new classification standards covered in the related MOU set forth in Side Letter 5, shall retain their cumulative length of service from their prior classification.
 2. The closest (higher) salary step to their current salary.
 3. Current pay rate for any employee whose current salary is higher than the top step of their classification.

Salary Structure Adjustment (SSA)

- 20.6 An SSA is a percentage increase applied to all steps within a classification. For Fiscal Year 2026/2027, effective July 1, 2026, the SSA shall be eleven percent (11%). For Fiscal Year 2027/2028, effective July 1, 2027, the SSA shall be eleven percent (11%).

For Fiscal Year 2028/2029, effective July 1, 2028, the SSA shall be eleven percent (11%).

Step Progression and Longevity Pay

- 20.7 Step Progression is the movement from an employee's current salary step to a higher salary step. Employees shall be moved to the next higher step each July 1. Employees who are not able to move to a higher step, shall receive an increase of eleven percent (11%) each July 1.

Shift Differential

- 20.8 An eligible employee who is assigned by the Appropriate Administrator to work and works four (4) or more hours between 6 p.m. and midnight (exclusive of overtime) shall be paid a shift differential of two dollar and fifty cents (\$2.50) per hour for the employee's entire shift.
- 20.9 An eligible employee who is assigned by the Appropriate Administrator to work and works four (4) or more hours between midnight and 6 a.m. (exclusive of overtime) shall be paid a shift differential of five dollars (\$5.00) per hour for the employee's entire shift.
- 20.10 An eligible employee who is assigned by the Appropriate Administrator to work and works a shift that begins between 6 p.m. and midnight and continues for at least four (4) hours beyond midnight shall be paid a shift differential in accordance with provision 20.9. Such hours shall be exclusive of overtime.
- 20.11 An eligible employee who is assigned by the Appropriate Administrator to work and works a shift that includes hours between 6 p.m. and 6 a.m. but is not assigned enough hours to qualify for the shift differential described in provisions 20.8, 20.9, or 20.11 above shall receive:
- a. A shift differential of one dollar and thirty-five cents (\$1.35) per hour for all hours worked between 6 p.m. and midnight.
 - b. A shift differential of two dollars and thirty cents (\$2.30) per hour for all hours worked between midnight and 6 a.m.
- 20.12 All non-exempt employees who are assigned by the Appropriate Administrator to work and works a shift as defined in provisions 20.8, 20.9 and 20.10 are eligible to receive a shift differential.
- 20.13 Employees regularly assigned by the Appropriate Administrator to work a shift eligible for shift differential shall receive the shift differential while on vacation, sick leave, holidays, and other paid time off.

Pay Plans

- 20.xx Employees may request to move from a 10/12 or 11/12 appointment to a 12/12 appointment on a permanent basis.
- 20.14 Probationary, permanent, and temporary employees with an appointment in 12 month increments shall be eligible to request participation in the 10/12 or 11/12 pay plan. The assignment of an eligible employee into the 10/12 or 11/12 pay plan and the yearly schedule shall be by mutual agreement of the Appropriate Administrator and the employee. Employees shall have the ability to request participation in the 10/12 or 11/12 pay plan for a period of twelve consecutive (12) months, with a right to return to the 12/12 plan, if specified in that request to participate. Employees can request to renew an appointment to the 10/12 pay plan or 11/12 pay plan on an annual basis. Final approval by the President is required prior to employee participation in the 10/12 or 11/12 pay plan.
- 20.15 A 10/12 or 11/12 pay plan yearly schedule shall provide that the appropriate period of time in work status and non-work status shall be scheduled within one (1) year.
- 20.16 A yearly schedule for an employee in the 10/12 pay plan program shall normally be five (5) consecutive pay periods in work status, followed by one (1) pay period in non-work status, or ten (10) consecutive pay periods in work status, followed by two (2) consecutive pay periods in non-work status. A yearly schedule for an employee in the 11/12 pay plan program shall normally be eleven (11) consecutive pay periods in work status followed by one (1) pay period in non-work status.
- 20.17 Variations of a normal yearly schedule may be approved by the President, except that a variation of a normal yearly schedule shall not provide for a period of time in non-work status that requires advance payment of salary. Variations may include, but shall not be limited to, a movement from work status to non-work status at times other than the beginning of a pay period or patterns other than the normal yearly schedule, such as "6-1:4-1" or "7-1:3-1." Some variations of a normal yearly schedule may require delayed adjustments in salary payments.
- 20.18 Withdrawal from participation in the 10/12 or 11/12 pay plan and transition to a twelve (12) month annual work year may be requested by an employee in accordance with campus procedures. The Appropriate Administrator may request an employee on the 10/12 or 11/12 pay plan transition to a twelve (12) month annual work year. In both instances, the employee and the Appropriate Administrator shall attempt to reach mutual agreement regarding the request. In the absence of mutual agreement, the President shall make a final determination as to the approval or denial of such requests. The President may return an employee to a twelve (12) month annual work year. When the employee's request to return to a twelve (12) month annual work year is approved, the employee shall be returned to the twelve (12) month annual work year within three (3) months of the approval. When the University determines the employee should be returned to a twelve (12) month

annual work year, the employee shall be provided written notice three (3) months prior to such a return.

- 20.19 An employee participating in the 10/12 or 11/12 pay plan shall receive their (10 month or 11 month) annual salary in twelve (12) salary warrants and appropriate benefits on a twelve (12) month basis.
- 20.20 An employee on the 10/12 or 11/12 pay plan shall accrue sick leave, vacation, and seniority during the full twelve (12) month period. An employee on the 10/12 or 11/12 pay plan who is not in work status on the day a holiday is officially observed shall not be entitled to the holiday.
- 20.21 Ten (10) or eleven (11) months of service by an employee in the 10/12 or 11/12 pay plan shall constitute one (1) year of service for employment status matters, Merit Salary Increase, and retirement.
- 20.22 Approval or denial by the President of employee requests pursuant to provisions 20.14 and 20.18 shall be based on operational need and shall not be unreasonably denied. This provision shall not be subject to the Grievance Procedure.
- 20.23 Employees in classifications listed in Appendix A as 10-month employees may request conversion to the 10/12 Pay Plan.

Additional Increases

- 20.24 Campuses may award salary increases or one-time bonuses for any reason from campus funds, at any time. These awards may also be requested by the employee. However, in no case may an additional increase cause an employee's salary rate to exceed the maximum of the range on the salary schedule or top step of the employee's classification. Such awards are solely at the discretion of the President and shall not be subject to the Grievance Procedure.

Bonus Plans

- 20.25 A bonus is a lump sum payment that is not a permanent increase to the base salary of the individual and may be granted at the discretion of the President. A bonus may be awarded at any time and may be used for a variety of salary adjustments including, but not limited to the following:
- a. Performance recognition of a bargaining unit employee shall be in the form of a bonus, in the case of bargaining unit members who have reached the top of their classification salary range or sub-range in the salary schedule in Appendix E. These bonuses shall be from campus funds. Prior to issuing any bonus awards under this section, the performance criteria must be written and made known to employees prior to the performance period.

- b. A recruitment bonus may be offered to a candidate as an inducement to commit to employment with the CSU. If the candidate does not complete the probationary period, the bonus must be returned to the CSU.
- c. A retention bonus may be awarded to an employee for staying with the CSU and who is in a position in a classification that is critical to the ongoing operations of the CSU, or is in short supply in the labor market, and/or is a difficult to recruit for classification. The requirements for the retention bonus must be in writing. The minimum time period that an employee must commit to stay with the CSU in order to receive a retention bonus is twelve (12) months.
- d. A critical skills bonus may be awarded to an employee who possesses and uses skills that are necessary and critical to the ongoing operations of the CSU. The employee must be actively using the skills in order to receive the bonus.
- e. An individual or group performance bonus may be awarded for exceptional performance and/or in recognition of additional workload. Prior to issuing an award under this provision, the performance criteria must be written and made known to employees prior to the performance period.
- f. The decision of the President, made in accordance with this provision, regarding the award of a bonus shall be final and shall not be subject to Article 7, Grievance Procedure.
- g. The bonuses in sub-provisions (a) through (e) shall be campus funded.

20.26 For non-exempt employees, all bonus awards must be based on a percentage of the annual gross salary.

In-Range Progression

- 20.27
- a. An increase within a salary range for a single classification or within a sub-range of a classification with skill levels is referred to as an In-Range Progression. When the President, the President's designee, or Appropriate Administrator determines that an in-range progression should occur, the salary shall increase by at least three percent (3.0%).
 - b. An in-range progression may be granted for reasons that include, but are not limited to:
 - Assigned application of new or enhanced skill(s);
 - Retention;
 - Equity;

- Performance;
 - Out-of-classification work that does not warrant a reclassification;
 - Increased workload;
 - New lead work or new project coordination functions given to an employee on an on-going basis by an Appropriate Administrator where the classification standard/series do not specifically list lead work as a typical duty or responsibility; and,
 - Other salary related criteria.
- c. Where an employee has been notified in writing that the employee's in-range progression was denied solely due to a lack of funds, upon the employee's request, the employee's in-range progression application shall be re-evaluated in the following fiscal year.
- d. A request for an in-range progression review may be submitted by the employee or manager. A management initiated request for an in-range progression may cover more than one employee. Employee initiated in-range progression requests shall be submitted to the Appropriate Administrator before being forwarded to Human Resources. An employee shall not submit a request for an in-range progression prior to twelve (12) months following receipt of a response to any prior in-range progression requests. If an administrator has not forwarded the request to Human Resources within thirty (30) days, the employee can file the request directly with Human Resources.
- e. In-range progression review of employee requests shall be completed within ninety (90) days after the request is received in Human Resources. If an employee receives a denial of request for an In-range Progression under this Article, then the campus shall provide the employee with a written reason for the denial.
- f. Each campus shall develop guidelines and procedures for an in-range progression consistent with this Article.

The decision of the President, made in accordance with this provision, regarding the award of an in-range progression shall be final and shall not be subject to either Article 7, Grievance Procedure or Article 8, Complaint Procedure.

- g. Funds for in-range progression may come from campus funds, and/or total settlement costs resulting from bargaining between the parties on salary matters.

- h. No in-range progression request shall be accepted after December 31, 2024. All in-range progression requests submitted by December 31, 2024 shall be processed.
- i. Provision 20.27 shall be eliminated effective June 30, 2025. The elimination of this provision is contingent upon the placement of employees pursuant to Provision 20.5.A.

Salaries for Classifications with Skill Levels and Sub-ranges

- 20.28 The following provisions shall apply to employees appointed or assigned to classifications with skill levels and sub-ranges:
- a. Within each salary range for such a classification, sub-ranges with specified minimum and maximum rates or salary steps are defined for each skill level.
 - b. Employees shall be appointed or assigned by the President to a salary within a sub-range for the applicable skill level within the classification based on the requirements of the position and an assessment of the employee's qualifications and skills by the President. This provision shall not be subject to the grievance procedure.

Salary Stipends

- 20.29 An employee shall receive a monthly salary stipend when assigned by an Appropriate Administrator to temporary project coordination or lead work functions. These supplemental work assignments are to be made in writing and must have a specific beginning and ending date.
- 20.30 At the decision of the Campus President or designee, an employee may receive a monthly stipend when (1) assigned, for a limited period of time, additional work or special projects over and above their regularly assigned duties or (2) required to maintain contact with their campus outside of their normal working hours on a regular basis. Remote contact shall include telephone, cell phone, wireless data access device, remote monitoring of any hardware or software device, and/or email notification regarding the status of a campus system.
- 20.31 The following provisions shall apply to the awarding of a stipend under provision 20.29 and 20.30, above:
- a. The stipend is paid on a month to month basis for the duration of the work assignment.
 - b. The stipend shall be a minimum of five percent (5%) of the base monthly salary rate to be paid on a monthly basis.

- c. The decision of the Appropriate Administrator, made in accordance with this article regarding the supplemental assignment specified in provisions 20.29 and 20.30 above shall be final and shall not be subject to Article 7, Grievance Procedure.

Red Circle Rates

- 20.32 A red circle rate is a salary rate that is above the maximum of the salary range or top step of the employee's classification for a class or sub-range for a skill level which may be granted by the President when an employee moves to a class or skill level that has a lower salary range or top step.
- 20.33 An employee whose class is abolished and who moves to a class or skill level that has a lower salary range or top step as a result of implementation of a new classification shall be granted a red circle rate.
- 20.34 If a red circle rate is granted, the employee shall retain the salary currently being paid (or a lesser salary rate up to twenty-five percent (25%) that is above the maximum salary rate or the top step of the lower class or skill level) and shall remain at that salary rate until the maximum salary rate or the top step of the lower class or skill level equals or exceeds the red circle salary rate or until the authorized time period for maintaining the red circle salary rate expires, whichever occurs first.
- 20.35 During the period of time an employee's salary remains above the maximum salary rate or top step for the class, the employee shall not receive further salary increases, including, Additional Increases or General Salary Increases, except in cases of promotion while on a red circle rate.
- 20.36 Red circle rates shall not exceed twenty-five percent (25%) above the maximum of the salary range or the top step of the class or skill level to which the employee is moving. An employee may retain a red circle rate for up to five (5) years.
- 20.37 Red circle rates shall not be authorized for an employee when:
- a. an employee, for personal convenience, requests voluntary demotion;
 - b. an employee is demoted for cause other than for medical reasons or disability accommodation. When an employee is demoted for medical reasons or disability accommodation a red circle rate shall be granted.
- 20.38 An employee who was compensated at a salary rate that is above the maximum or the top step prior to a permanent separation will not be entitled to a red circle rate upon the employee's return to work. Also, the authorization for a red circle rate shall be canceled if the employee refuses two (2) bona fide offers of appointment to a position at the campus in a class or skill level in the same occupational group,

at the same timebase and at a salary level equivalent to the original class or skill level from which the employee was moved.

- A. Employees who are above the top step of their classification as a result of the initial implementation of the step structure contained in Appendix F shall be red circled, but they shall be exempt from the 25% limitation in Provisions 20.34 and 20.36, and from the 5 year maximum in Provision 20.36.

Emergency Pay

- 20.39 When the President has declared a state of emergency at a campus, in exchange for the performance of emergency work by bargaining unit employees outside of their normal assignment, and at a time when those employees would, subject to the approval of the University, otherwise have been able to use administrative leave, the following emergency pay will be provided.

Non-exempt personnel required to return to or remain at work shall receive emergency pay of an additional one-half ($\frac{1}{2}$) hour for each hour worked up to forty (40) hours per week. Hours worked in addition to forty (40) hours per week shall be paid at time and one-half (the inclusion of the phrase "an additional" is for the purpose of clarification only).

An exempt employee who is required to work on a day or days declared as a state of emergency at a campus, who would otherwise have been able to use administrative leave, shall receive equivalent informal time off at such time(s) as agreed upon by the employee and the Appropriate Administrator.

Underpayment of Wages

- 20.40 In the event an employee believes that the employee has been underpaid, the employee shall notify their Appropriate Administrator, in writing, as soon as possible after the underpayment occurs. The memorandum should contain the following information, if known: the affected payroll period, the amount of the underpayment and the reason for the underpayment. The Appropriate Administrator shall review the facts and provide a written recommendation along with the affected employee's memorandum to the payroll supervisor within ten (10) work days of receipt of the written request. If the Appropriate Administrator and the payroll supervisor agree that an underpayment has occurred, they shall immediately notify the affected employee and issue a check for the full amount of the underpayment as soon as practicable, but no later than thirty (30) days after the employee submitted the memorandum to the immediate supervisor. In any event, whether or not an underpayment is found, the employee shall be notified within fifteen (15) work days of the decision.

Information Reports

20.41 The name, classification and campus of each recipient of an increase effective July 1, of each year (to include the GSI described in provision 20.4, if applicable), In-range progression (described in provision 20.27) together with the salary as of June 30th and the dollar amount of each increase awarded each recipient, shall be reported annually to the CSUEU systemwide office no later than ninety (90) days following the implementation of such increases. The reports shall be in electronic format and shall identify the increases by category: GSI, Step Progression, SSA IRP, and shall include expenditures from all funds.

ARTICLE 21**BENEFITS****Eligibility**

- 21.1 The term "eligible employee(s)" as used in this Article shall mean an employee or employees who are appointed half-time or more for more than six (6) months. Those excluded from health, dental, vision care, and life and accidental death and dismemberment benefits include intermittent employees or any employee paid wholly from funds not controlled by the CSU or from revolving or similar funds from which a regular State share payment of the insurance premium cannot be made.
- 21.2 The term "eligible family member(s)" as used in this Article shall mean the eligible employee's legal spouse, domestic partner and children from birth to the end of the month in which the dependent children reach age twenty-six (26). An adopted child, step-child, natural child recognized by the parent, or a child living with the employee in a parent-child relationship who is economically dependent upon the employee is also eligible. A family member who is a disabled child over the age of twenty-six (26) may also be enrolled if, at the time of initial enrollment of the employee, satisfactory evidence of such disability is presented to the carrier consistent with the carrier's requirements. Upon attaining age twenty-six (26), a disabled child who is already enrolled may be continued in enrollment if satisfactory evidence of that disability is filed with the carrier in accordance with the carrier's criteria.

Health, Dental and Vision Benefits for Domestic Partners of CSU Benefit Eligible Employees

- 21.3 The parties agree to extend health, dental and vision benefits to domestic partners, as defined pursuant to section 297 et. seq. of the Family Code, Article 9, section 22818 et. seq. of the Government Code and section 1261 of the Health and Safety Code, or any successor(s) or substitute provision(s) of these code sections of benefit eligible employees in CSUEU-represented bargaining units. The parties further agree that the registration of domestic partners of CSUEU-represented benefit eligible employees, and all other procedures and conditions required to receive health benefits, as currently set forth in CalPERS Circular Letter 200-189-04, shall also apply to the receipt of dental and vision benefits.

It is further understood and agreed that the parties to this agreement do not intend to waive, and do not waive, their individual and/or collective rights to challenge, including in a court of competent jurisdiction, the propriety and/or legality of CalPERS regulations as set forth in CalPERS Circular Letter 200-189-04. If said CalPERS regulations are revised, Circular Letter 200-189-04 regulations as amended will continue to control the implementation of health, dental and vision benefits for the domestic partners of CSUEU-represented benefit eligible

employees. Any such changes involving mandatory bargaining subjects under HEERA shall be subject to negotiation upon 30-day notice by a party to this agreement.

Health

21.4 Eligible employees and eligible family members as defined by CalPERS shall continue to receive health benefits offered through the CalPERS system for the life of this Agreement. Payment for those benefits shall be based on rates established by CalPERS for participating members. The Employer contribution shall be based on the current formula as provided in Government Code Section 22871 or any successor(s) or substitute provision(s) of these code sections for the duration of the agreement.

Vesting

21.5 Bargaining unit employees hired on or after July 1, 2018 and who become members of CalPERS on or after July 1, 2018 shall receive the full portion of the CSU contribution payable for health benefits upon retirement at age 52 with at least 10 years of service credit. (GC Section 22874.7) In addition, bargaining unit employees meeting these requirements shall be eligible for the full portion of the CSU contribution payable for basic dental plan. (GC Section 22958.4)

Dental

21.6 The dental benefits provided by the CSU through the insurer(s) selected by the CSU for its indemnity and prepaid dental plans shall be offered to eligible employees and eligible family members as defined in Provisions 21.1 through 21.2. The CSU Enhanced Level II Indemnity Dental Plan and CSU Enhanced Prepaid Dental Plan shall be offered to eligible employees and eligible family members. For the duration of the agreement, the Employer's contribution to such plans shall equal one hundred percent (100%) of the basic monthly premium.

Vision Care

21.7 Eligible employees and eligible family members as defined in Provisions 21.1 through 21.2 shall be entitled to receive vision care benefits. Such benefits shall be provided by the CSU through carriers selected by the CSU, and the CSU hereby agrees the Employer's contribution shall equal one hundred percent (100%) of the basic monthly premium for the duration of the agreement.

Health Care Reimbursement Account

21.8 All eligible bargaining unit employees shall be entitled to participate in the CSU Health Care Reimbursement Account (HCRA) Plan. The terms of this plan shall be

determined by CSU and IRS regulations. All administrative costs for participation shall be paid by participating employees.

Life, Accidental Death and Dismemberment Insurance

- 21.9 The CSU shall provide eligible employees with a life insurance and accidental death and dismemberment insurance policy at no cost to the employee. This program shall provide life insurance and accidental death and dismemberment insurance during the term of employment in the amount of fifty thousand dollars (\$50,000) each for both types of coverage.

Rural Health Care Stipend

- 21.10 CSUEU-represented employees who meet all of the following requirements during the January pay period shall be paid a rural health care stipend.

The employee must be eligible and enrolled for CalPERS health insurance benefits and reside in a zip code contained in the list of "California's Proposed Eligible Rural Subsidy Zip Codes by County" of the year of payment; and

The employee must be enrolled in a non-HMO health plan, and live in an area where a HMO health plan is unavailable.

The amount of the stipend shall be three thousand dollars (\$3,000) per year for each eligible employee. Payment of the stipend shall be made prior to April 1 of the year of payment.

The three thousand dollars (\$3,000) stipend shall be available in following years unless the parties negotiate to eliminate the Rural Health Stipend Program and use the funds for other purposes.

Non-Industrial Disability Insurance

- 21.11 The maximum weekly payment for employees eligible for Non-Industrial Disability Insurance pursuant to Education Code Section 89529.15, or any successor(s) or substitute provision(s) of that code section, shall be seven hundred fifty dollars (\$750.00).

403 (b) Plan

- 21.12 All employees in CSUEU-represented bargaining units shall be eligible to participate in tax-sheltered annuity programs in accordance with the regulations and procedures as established by the CSU and according to IRS regulations.

Information Regarding Benefits

- 21.13 The campus shall provide information concerning an individual employee's rights under NDI, IDL, Temporary Disability, Social Security and/or CalPERS retirement options. Upon written request, an employee shall be granted an appointment, during work time, for the purpose of discussing such rights.

Travel Reimbursement

- 21.14 Employee expenses incurred as a result of travel on official CSU business shall be reimbursed in accordance with CSU travel regulations.

Parking Fees

- 21.15 Employees wishing to park at any CSU facility shall pay the staff parking fee in accordance with CSU campus policy. For the term of this agreement, parking fees shall be frozen at the 2025/2026 fiscal year rates.
- 21.16 CSUEU-represented employees employed at two or more campuses shall not be required to purchase multiple parking passes. Procedures to implement the terms of this provision shall be determined by the CSU. This procedure will permit parking at all campuses where a CSUEU-represented employee is employed, provided that the employee has purchased a parking permit during the same timeframe at a CSU campus.
- 21.17 CSUEU-represented employees shall be entitled to purchase parking permits to park in any non-reserved faculty, staff and student parking lots on campus. For the duration of the Agreement, the campus shall not reduce the number of available non-reserved staff parking spaces.
- 21.18 Only employees who pay the reserve, premium, or other specialized lot/space fees may park in reserve, premium, or other specialized lots/spaces. Reserve, premium, and other specialized parking fees may be increased in accordance with campus policy.
- 21.19 Under no circumstances shall parking fees on any campus exceed those paid by CSU students in any given fiscal year. Should student parking fees on any campus be less than those parking fees paid by CSUEU-represented employees, they will be lowered to the student rate.
- 21.20 The CSU shall provide payroll deductions for this purpose.
- 21.21 Eligible bargaining unit employees shall be entitled to participate in the CSU Pre-tax Parking Fee Deduction Plan. The implementation and terms of this program shall be determined by the CSU.

Uniform Reimbursement

- 21.22 Employees in classification codes 8810-8812 (Parking Officer) and 8820-8822 (Community Service Specialist) who are required to wear an official uniform, shall be reimbursed actual costs up to Five hundred dollars (\$500) per calendar year for the replacement and maintenance of uniforms, subject to CSU accountable plan regulations. Such employees shall be responsible for the purchase and maintenance of uniforms for employment.
- 21.23 All employees in Class Codes 8800-8802 (Police Dispatcher) who are required to wear a uniform as a condition of employment shall be reimbursed actual costs for replacement and maintenance up to three hundred and fifty dollars (\$350) per calendar year, subject to CSU accountable plan regulations.
- 21.24 Uniform reimbursements shall be excluded from the Public Employees' Retirement Plan's definition of compensation.
- 21.25 All deductions from the lump-sum payment for uniform reimbursement shall be in accordance with state and federal law.
- 21.26 Employees may submit reimbursement claims up to the annual maximum as stated in 21.22 and 21.23 for uniform replacement and maintenance costs on a monthly basis. Reimbursements will be processed in accordance with campus accounting procedures. No employee shall be required to expend more than the amount indicated in Provisions 21.22 and 21.23 above on the replacement and maintenance of uniforms in a calendar year.
- 21.27 When the CSU provides a uniform to an employee, the employee is required to wear that uniform. The CSU will provide a reasonable number of uniforms and will replace them as necessary and as determined by the Appropriate Administrator.
- 21.28 The employee may request an advance for the uniform purchase at time of initial hire.
- 21.29X All employees in any classification required to wear protective footwear shall be reimbursed actual costs for purchase, replacement and maintenance up to two hundred dollars (\$200). If such employees are required to wear steel toe boots, they shall instead be reimbursed actual costs for purchase, replacement and maintenance up to three hundred dollars (\$300).

Employee Assistance Programs

- 21.29 The CSU shall continue the existing Employee Assistance Program (EAP), or an equivalent program, at each campus. Records pertaining to an employee's participation in the Employee Assistance Program shall remain confidential.

- 21.30 Upon approval by the President, an employee utilizing the EAP may use accrued sick leave, CTO, and vacation leave credits for such a purpose. Leaves of absence without pay may be granted by the President upon the recommendation of the Employee Assistance Program Coordinator if all sick leave, holiday credits, vacation and CTO have been exhausted and the employee is not eligible to use Industrial Disability Leave or Non-Industrial Disability Insurance Leave.
- 21.31 The President may elect to defer further or pending disciplinary action until the completion of the rehabilitation program and a reasonable period of time after the employee has returned to work. At the end of this reasonable period, the decision to impose discipline will be reevaluated.

Dependent Care Reimbursement

- 21.32 All bargaining unit employees, except intermittent employees, shall be entitled to participate in the CSU Dependent Care Reimbursement Program. The terms of this program shall be determined by the CSU and IRS regulations. All administrative costs for participation shall be paid by participating employees.

Retirement

- 21.33 Pursuant to Government Code Section 20380, or any successor(s) or substitute provision(s) of that code section, all eligible employees are designated as state miscellaneous members under CalPERS.

Enhanced 1959 Survivors Benefit

- 21.34 Employees who are eligible pursuant to the California Public Employees' Retirement Law shall receive the improved 1959 Survivors Benefit as provided for in Government Code Section 21574.7, or any successor(s) or substitute provision(s) of that code section. Bargaining unit employees shall pay a premium of two dollars (\$2) per month for this benefit. The University agrees that all monthly premium in excess of the employee two dollar (\$2) monthly contribution shall be paid by the CSU.

Dependent Care

- 21.35 The CSU recognizes the importance of child care, elder care, and disabled dependent care needs to bargaining unit employees. Employees may participate in childcare programs in accordance with existing campus and systemwide policies. At an employee's request, the employee may participate in a flex-time program, upon verification of their dependent care needs. The Appropriate Administrator shall give consideration to an employee's child care, elder care, and disabled dependent care needs when an involuntary work schedule change is to be made. The decision of the Appropriate Administrator regarding voluntary and involuntary work schedule changes, including participation in flex-time programs, made

pursuant to this provision, shall be final and shall not be subject to Article 7, Grievance Procedure.

Health Premium Conversion Program (TAPP)

21.36 All eligible employees who contribute toward health benefits pursuant to Provision 21.4 shall be entitled to participate in the CSU Health Premium Conversion Program. The terms of this program shall be determined by the CSU. All administrative costs for participation shall be paid by the participating employees.

FlexCash Plan

21.37 Eligible employees shall be entitled to participate in the CSU FlexCash Plan. A participating employee may waive health and/or dental insurance coverage in exchange for the following monthly payments:

- | | | |
|----|------------------------|-----------------|
| 1. | Waive medical & dental | \$550 per month |
| 2. | Waive medical only | \$500 per month |
| 3. | Waive dental only | \$ 50 per month |

In order to participate in the Plan, an employee will be required to request participation and certify that the employee has alternate non-CSU coverage in the insurance being waived. The conditions of this Plan shall be determined by the CSU. All administrative costs for participation shall be paid by the participating employees.

Part-Time Employees Retirement Plan

21.38 Part-time, seasonal, temporary and intermittent employees who do not otherwise participate in the California Public Employees' Retirement System will be included in the Part-Time, Seasonal and Temporary (PST) Retirement Program administered by the California Department of Human Resources Savings Plus Program, a FICA-Safe Harbor Plan, in accordance with the regulations under section 3121(b)(7)(f) of the Internal Revenue Code, or any successor(s) or substitute provision(s) of that code section. The total cost of the plan will be paid by participating employees in the form of a seven and one-half percent (7.5%) pretax reduction, in accordance with section 414(h) of the Internal Revenue Code, from a participating employee's covered wages each pay period. There shall be no cost to the CSU.

The CSUEU shall receive appropriate advance notice of any change to this Plan. In the case of termination of the Plan or revision of the employees' contribution rate, the CSUEU shall receive appropriate advance notice and the parties will meet and confer over the impact of such termination or revision.

Golden Handshake

21.39 If, during the life of this Agreement, the Office of the Governor and the Department of Finance advise the CSU of the availability of the early retirement program (so-called "Golden Handshake") for CSUEU-represented employees, the University agrees to notify the Union and, upon written request from the Union, to meet and confer regarding said availability.

Public Transportation Incentives

21.40 Campuses will encourage the use of alternative transportation as appropriate to the campus' geographical region and as needed to comply with state and federal air quality rules and regulations. At the discretion of the President of the campus, subject to the State Controller's Office (SCO) procedures and IRS regulations, the CSU may establish, maintain, or cease transportation benefit programs. Campus programs that encourage the use of alternative transportation may include, but are not limited to:

- a. Free or discounted mass transit passes;
- b. Van pools, which may or may not be subsidized;
- c. Ride Share points;
- d. Commuter tax benefit programs;
- e. Parking permits for bike riders in inclement weather and/or
- f. Shared car programs on campus.

21.41 Upon request and if possible, the CSU may adjust an employee's work schedule to accommodate employees who use mass transit, van pools, ride shares, and other means of alternative transportation. Denial of an employee's request for such a work schedule change shall not be subject to Article 7 (Grievance Procedure) or Article 8 (Complaint Procedure).

Housing Assistance Programs

21.42 The CSU shall notify the CSUEU when a campus considers implementing a program to provide housing or housing assistance to its employees, and whether these programs are scheduled to be made available to employees in CSUEU bargaining units. If these programs are not scheduled to be made available to employees in CSUEU bargaining units, then the Union may request a meeting to discuss this issue with the CSU. The parties shall meet within thirty (30) days of the request. Any such programs provided to employees may be considered imputed income and subject to taxes in accordance with IRS regulations.

The final decision regarding what programs are offered to CSU employees, and whether these programs will be made available to employees in CSUEU bargaining units, shall be made by the CSU and shall not be subject to the grievance or complaint procedures of this agreement.

Erroneous Denials of Coverage

21.43 If the CSU, through administrative error, payroll error, reporting error, or failure to timely process enrollment information, causes an employee or eligible dependent to lose, delay, or be denied health, dental, vision, or other benefit coverage provided under this Agreement, the CSU shall immediately take all necessary steps to restore coverage retroactively to the date coverage should have been effective. The employee shall be held harmless and made whole for all losses resulting from the error, including but not limited to:

- a. Medical, dental, vision, and prescription expenses;
- b. Deductibles, copayments, and coinsurance amounts;
- c. Premiums paid to maintain substitute coverage, including COBRA premiums;
- d. Penalties, interest, collection costs, or other financial losses directly attributable to the lapse in coverage.

The CSU shall notify the employee in writing when the error is identified, describe the corrective action being taken, and provide a timeline for restoration of coverage.

Disputes regarding reimbursement or make-whole relief under this provision shall be subject to the Grievance Procedure.