CSU/ CSUEU Tentative Agreement
10/31/2026

Articles	CSU Position
Article 1: Recognition	Status Quo
Article 2: Definitions	Status Quo
Article 3: Management Rights	Status Quo
Article 4: Effect of Agreement	TA Status Quo
Article 5: Union Rights	CSU #5 10/31/26
Article 6: Concerted Activities	CSU #5 10/7/26
Article 7: Grievance Procedure	Status Quo
Article 8: Complaint Procedure	Status Quo
Article 9: Employee Status	Status Quo
Article 10: Employee Performance	CSU #4 10/7/26
Article 11: Personnel File	TA Status Quo
Article 12: Corrective Action	CSU #3 10/31/26
Article 13: Resignations	TA Status Quo
Article 14: Vacations and Holidays	CSU #3 8/11/26
Article 15: Leaves of Absence with Pay	TA on CSU #3 8/20/26
Article 16: Leaves of Absence without Pay	TA Status Quo
Article 17: Assignment/Reassignment	Status Quo
Article 18: Hours of Work	TA Status Quo
Article 19: Overtime	Status Quo
Article 20: Salary	CSU #4 10/31/26
Article 21: Benefits	CSU #4 10/31/26
Article 22: Professional Development	TA Status Quo
Article 23: Health and Safety	Status Quo
Article 24: Layoff	TA Status Quo
Article 25: Non-Discrimination	TA Status Quo
Article 26: Cruise Employees	TA Status Quo
Article 27: Labor Management Committees	TA Status Quo

Article 28: Family and Medical Leave & Pregnancy Disability Leave	TA 6/5/26
Article 29: Duration and Implementation	CSU #1 7/13/26
Shared Services MOU	CSU #2 10/7/26
Artificial Intelligence MOU	CSU #2 10/7/26
Classification Review MOU	CSU #2 10/31/26
Job Posting MOU	CSU #1 10/31/26
Temporary Employees MOU	CSU #1 10/31/26
Uniform and Boot Allowance MOU	CSU #1 10/31/26
FY 2025/26 Wage and Benefits Re-Opener	CSU #2 10/31/26

The California State University

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Catherine Hutchinson

ARTICLE 5

UNION RIGHTS

Use of Facilities

5.1 Upon request of the Union, the CSU shall provide at no cost adequate facilities not otherwise required for campus business for union meetings that may be attended by employees during non-worktime.

5.2 The Union shall bear the cost of all campus materials and supplies incident to any union meeting or union business conducted on campus.

Campus Communication

5.3 Intra-campus mail service**,** including email services shall be available to the Union at no cost for official union communications. The Union shall package and label hard copy materials for convenient handling according to the normal specifications of the campus which shall be communicated upon the request of the Union. The name of the Union shall appear on all materials sent through the campus mail service. Employee mailboxes, if any, may be utilized by the Union for purposes of union communication to bargaining unit employees.

Bulletin Boards

5.4 The Union shall have the use of an adequate number of designated bulletin boards for the posting of union material. Such bulletin boards shall be visible, accessible to employees, and in areas frequented by employees.

5.5 A copy of union material posted on bulletin boards and union material intended for general distribution to employees through campus mail service shall be provided in a timely manner to the Appropriate Administrator. The Union shall exercise responsibility for the content of such union material.

Union Business

5.6 Union business involving employees shall be conducted during non-worktime except as provided for elsewhere in this Agreement. Union business shall not interfere with the campus programs or operations.

5.7 As a courtesy, the Appropriate Administrator shall be notified of the presence of a Union Representative who is not a campus employee either upon their arrival at the campus or by telephone in advance of arrival. As a courtesy, upon such notification, the Appropriate Administrator shall provide such a Union Representative with a daily parking pass at no cost to the Union.

5.8 One (1) Campus Bargaining Unit Representative per campus for each unit (2, 5, 7 and 9) shall be designated by the Union to officially represent the Union. The names of these Campus Bargaining Unit Representatives shall be provided in writing to the President.

Employee Lists

5.9 The campus Human Resources Office shall provide to the person(s) designated by the Union, upon written request, a monthly list of all employees in bargaining units 2, 5, 7 and 9. Such lists shall contain names, bargaining unit, classification, department name or department code and campus mailing address and shall be provided at no cost to the Union. An employee's home address shall be released to the Union unless the employee has officially informed the CSU that the employee wishes the home address withheld. Upon request of CSUEU, these monthly lists shall be provided in electronic format.

5.10 Upon written request of the Union, employee lists (with name, classification, hire date and department) and public information shall be provided to the person designated by the Union in a timely manner. The cost of such employee lists and public information shall be borne by the Union except as provided elsewhere in the Agreement.

Within sixty (60) days of ratification of this Agreement, the CSU and the Union shall establish a joint work group to discuss and develop mutually acceptable procedures for the production and transmission of employee information reports for bargaining units 2, 5, 7, and 9. The discussions shall include the report content and categories of information to be included, frequency, delivery dates, and use of a consistent unique employee identifier.

Release Time for Union Business

5.11 a. The CSU shall provide release time for up to ten (10) people employed by the CSU for each scheduled meet and confer session. Normally, the Union shall provide the Office of the Chancellor and the relevant campus(es) with the names of the employees for whom release time is being requested at least seven (7) working days prior to the commencement of the meet and confer session(s). Additional release time shall be provided on an individual basis to meet special needs related to transportation and work schedules. Upon the Union's request, such additional release time may include granting no more than one (1) additional day prior to the scheduled meet and confer session for an employee whose workday ends between midnight and 6:00 a.m. The parties may mutually agree to provide release time for bargaining unit

members to caucus upon request by CSUEU. Upon request an employee on the bargaining team on swing or graveyard shift shall be reassigned to the day shift for the duration of bargaining.

b. Up to seven (7) employees designated by CSUEU shall be provided with release time to attend Board of Trustees meetings. Such requests shall be submitted to the Office of the Chancellor and the relevant campus(es) Human Resources Office at least seven (7) working days prior to the Board of Trustees meetings in order to minimize the impact on campus operations and to arrange the appropriate release time.

c. Upon request of the Union, the President may authorize an unpaid leave of absence for any Union Representative for up to one year for union business. Such request shall be submitted to the Office of the Chancellor, with a copy sent to the relevant campus(es). Such leave shall not be unreasonably denied and, if granted, shall conform to Article 16, Leaves of Absence Without Pay.

d. The CSUEU and the CSU agree that an annual allotment of five hundred seventy-six (576) days will be available, as requested by CSUEU Headquarters, for use by employees of Bargaining Unit 2, 5, 7 and 9 provided that all the requirements of Provision 5.6 are met.

1. The allotment of five hundred seventy-six (576) days will be used on a fiscal year basis from July 1 through June 30 of each year of the Agreement. Any days that both parties agree are unused at the end of the fiscal year become available for use of CSUEU in accordance with the requirements of this provision.

2. CSUEU Headquarters shall submit to the CSU thirty (30) working days in advance of the first date of leave requested the names of the Union Representatives at each campus who shall be eligible for such leave.

3. Requests for release time under this provision shall be submitted in writing by CSUEU Headquarters to the CSU Headquarters, with a copy to the relevant campus(es). The request shall be submitted to CSU Headquarters, with a copy to the relevant campus(es), at least seven (7) working days in advance of the requested time off. Any request not received seven (7) working days in advance shall be deemed denied. Once a request is submitted, it will normally not be changed. The Union will notify the CO within thirty (30) days if the approved leave is not used. Leave requests that are not used shall be restored to the 5.11 (d) pool.

4. The campus shall grant such requests, provided operational needs are

met. If release time is denied, the campus shall provide a written explanation of the reason(s) for the denial.

5. CSUEU shall provide to the CSU a quarterly report of leave used under this provision. The report shall be submitted by the end of the month following the end of each quarter (April 30, July 31, October 31, and January 31). Each campus will also submit to the Office of the Chancellor a list of the leave used on their campuses under this provision by the same deadline.

6. The Office of the Chancellor will work with CSUEU to reconcile any discrepancies.

5.12 The term "no cost" as used in this Article shall be exclusive of actual overtime costs or extraordinary clean-up costs incurred by the CSU in complying with the provisions of this Article. Such costs shall be borne by the Union. When the meeting request is submitted and the Union inquires, the CSU shall inform the Union whether or not costs shall be charged.

Union Leave

5.13 Upon written request of normally not less than seven (7) working days from the Union to the Office of the Chancellor, the CSU shall grant a union leave without loss of compensation to any Union Representative. CSUEU shall provide a copy of the request to the relevant campus(es).

a. Such a leave may be partial or full-time and shall not be less than one (1) day for exempt employees and shall be on an hour for hour basis for non-exempt employees. No leave may be more than one (1) year in duration. An employee on such a leave shall continue to earn service credit and retirement credit. An employee on such a leave shall have the right to return to their former position upon expiration of the leave. Such a leave shall not constitute a break in the employee's continuous service for the purpose of salary adjustments, sick leave, vacation or seniority.

b. The CSU shall be reimbursed by the Union for all compensation paid the employee on account of such leave plus forty-two percent (42%) for incidental costs. Within ninety (90) days of the date the release time was taken, the CSU shall submit to the Union an itemized billing.

c. Reimbursement by the Union shall be made no later than thirty (30) working days after its receipt of the CSU certification of payment of compensation to the employee.

d. Such a union leave in accordance with this Article shall also be provided to a

bargaining unit employee upon becoming a Statewide CSUEU Officer, to a maximum of three Statewide Officers systemwide.

5.14 Each campus shall provide CSUEU Headquarters with a static email address for the purpose of requesting release time and union leave (e.g., csueu.leave@campusdomain.edu). CSUEU will be notified before any changes are made to this address.

5.15 An employee shall not suffer reprisals for participation in union activities, including, but not limited to, filing and processing grievances or complaints under Articles 7 and/or 8 of this Agreement.

Union Orientation

5.16 The Human Resources Office on each campus shall make available to new employees Union membership material provided by the CSUEU.

~~**CSUEU and CSU will meet within thirty (30) days of ratification to negotiate the implementation of AB 119 regarding Chapter 11.5, Public Employee Communication. Nothing in this Article is intended to supersede AB 119.**~~

Union Security

5.17 ~~**The CSU agrees to advise**~~ **Pursuant to Government Code Section 1153 and as authorized by HEERA**, the State Controller's Office (SCO) ~~**to**~~ **shall** deduct from employee's pay warrants and transmit to CSUEU all authorized deductions from all CSUEU members within the bargaining units (2, 5, 7 and 9) who have signed and approved authorization cards for such deduction on a form provided by CSUEU, less necessary administrative costs incurred by the SCO to the extent such deductions are permitted by law.

5.18 The written authorization for CSUEU deduction shall remain in full force and effect during the life of this Agreement provided, however, that any employee may withdraw from CSUEU by sending a withdrawal letter to CSUEU within thirty (30) calendar days prior to the expiration of this Agreement.

5.19 Upon movement of an employee out of the bargaining unit, the employee may elect to withdraw from CSUEU. Such withdrawal shall not be permitted if the employee moves to another bargaining unit in which CSUEU is the exclusive representative and in which the Agreement contains a provision such as 5.18 above.

5.20 The amount of dues deducted from the CSUEU members' pay warrants shall be sent to CSUEU and changed by the CSU/SCO upon written request of CSUEU.

5.21 Employees shall be free to join or not to join the Union.

5.22 CSUEU agrees to indemnify, defend, and hold the CSU/SCO harmless against any claim made of any nature and against any suit instituted against the CSU/SCO arising from its payroll deduction for CSUEU dues and deductions.

Office Space

5.23 Upon request of CSUEU, the CSU may provide appropriate office space to the Union. If such office space is provided, rental charges for the duration of this agreement shall be one dollar per year for each office provided.

ARTICLE 6

CONCERTED ACTIVITIES

6.1 Employees shall not engage in strikes or any other concerted activity, including sympathy strikes, which would interfere with or adversely affect the operations or mission of the CSU. The Union shall play a responsible role in preventing any employee from participating in any such concerted activity and shall notify employees of such prohibitions.

6.2 The Union shall not promote, organize or support any strike or other concerted activity, including sympathy strikes which would interfere with or adversely affect the operations or mission of the CSU.

6.X1 In the event of a strike, the parties agree that bargaining unit employees who participate in the strike by withholding their labor are not entitled to pay for any day on which they participate in the strike. The Union agrees that bargaining unit employees who participate in the strike shall not claim or collect pay for the time they are on strike and shall comply with CSU attendance-reporting procedures established for the duration of the strike.

6.X2 In order for an employee to utilize sick leave during any strike, a physician's statement or other appropriate verification may be required.

6.3 The CSU agrees that it will not lock out any bargaining unit employee(s).

ARTICLE 10

EMPLOYEE PERFORMANCE

10.1 Permanent employees shall be subject to an annual performance evaluation.

10.2 A probationary employee shall be evaluated by the end of the third (3rd), sixth (6th), and eleventh (11th) month of the probationary period, unless the employee has earlier been rejected during probation.

10.3 A temporary employee shall be evaluated at periodic intervals. An employee with an appointment of twelve (12) months or longer shall receive at least one performance evaluation during each twelve (12) month period of the appointment.

10.4 Absence of a performance evaluation will not constitute a reason for an employee not receiving an increase in salary to which they otherwise would have been entitled under the terms of this Agreement.

10.5 A performance evaluation is a review of the employee's performance and shall be based upon job-related criteria**.** Employee performance evaluations are for the purpose of evaluating individual employee performance and for providing guidance for performance development and improvement. Employee evaluations should acknowledge changes affecting the employee's position, including workload, which have occurred since the last evaluation. **The parties shall meet to develop a standardized review common to all employees systemwide, which, upon mutual agreement, may be incorporated and set forth in Appendix [X]. Until such time as a standardized systemwide review is mutually agreed upon and implemented, employees shall be evaluated using the existing evaluation process.**

Notwithstanding Article 20, during the term of this Agreement, the performance evaluation requirement for Step Progression shall not be implemented unless and until the parties mutually agree upon and implement a standardized systemwide review. If the parties do not mutually agree upon and implement a standardized systemwide review during the term of this Agreement, Article 20 shall, upon expiration of this Agreement, be implemented in full force and effect without regard to whether a standardized systemwide review has been agreed upon or implemented.

10.6 The performance evaluation of an individual with an overall performance evaluation rating of below satisfactory shall include specific information regarding the areas of concern. It is the normal practice that the Appropriate Administrator counsel an employee on below satisfactory performance when the concern is identified and before it is documented in a Performance Evaluation. The substantive content and overall evaluation rating are not subject to Article 7, Grievance Procedure.

10.7 The Appropriate Administrator may request a draft from a designated evaluator regarding the employee's job performance. Only the Appropriate Administrator shall submit a draft evaluation for the employee's review, input, and discussion. Upon request, the Appropriate Administrator shall provide the employee with a copy of their position description that is in the employee's personnel file, as outlined in Article 17.2.

10.8 The employee shall be given up to a maximum of ten (10) work days to review the draft evaluation and provide input, if any, to the Appropriate Administrator.

10.9 The Appropriate Administrator shall consider the input provided pursuant to provision 10.8 above in preparing the final performance evaluation, and prior to placing it in the employee's personnel file.

10.10 The employee shall be provided with a copy of the written record of the performance evaluation prior to its placement in the personnel file. Regardless of the overall performance evaluation rating scale, or other terms that a campus may use to evaluate overall performance, the campus shall use the term "satisfactory" to indicate an acceptable level of performance.

10.11 Upon request of the employee a meeting between the employee, the Appropriate Administrator, and the employee's representative, if any, shall meet to discuss the final evaluation. Such a meeting shall take place within seven (7) work days of the request at a mutually agreeable time and location. The request for such a meeting shall not prevent the Appropriate Administrator from placing the final performance evaluation in the file.

10.12 If an employee disagrees with the record of a performance evaluation which has been placed in their personnel file, the employee may submit a rebuttal statement which shall be attached to the performance evaluation. The evaluation shall be reconsidered by the Appropriate Administrator in light of the rebuttal statement and/or the Provision 10.11 meeting, and if the evaluation is amended, the amended evaluation shall replace the original evaluation and its rebuttal.

10.13 Performance evaluations shall not be subject to Article 7, Grievance Procedure, unless the grievant alleges the terms of this Agreement have been violated, misinterpreted, or misapplied.

10.14 ~~**The CSU and CSUEU shall meet no later than ninety (90) days after ratification to negotiate the introduction of systemwide evaluation form(s) and written guidance on the performance review procedure.**~~ Systemwide evaluation form(s) shall include evaluation metrics and scales that shall be clearly defined and achievable.

ARTICLE 12

CORRECTIVE ACTION

Investigatory Interviews (Weingarten Rights)

12.1 Upon the employee's request, the employee may be represented at an investigatory interview if the employee reasonably believes that disciplinary action may result. Prior to the interview, the employee shall be informed of the general nature of the matter being investigated. The employee may request to consult with their representative, if any. The right to representation does not apply to meetings held exclusively to inform an employee of a previously made disciplinary decision unless the CSU proposes to discuss or modify the disciplinary decision. If the representative an employee requests is unavailable, the employee may request alternate representation. The CSU is not obliged to postpone the interview, nor to suggest or secure the alternate representation; however, the employee shall not be required to answer any questions without a representative present, unless the employee voluntarily chooses to do so. At its discretion, the CSU may decline to hold any interview if the employee requests representation.

Reprimands

12.2 As used in this Article, the term "reprimand" shall refer to any written communication from an Appropriate Administrator to an employee that criticizes or otherwise comments negatively upon the personal/professional conduct and/or job performance of the employee if that written communication is placed in the official personnel file. Performance evaluations or notices of performance expectations or rules and regulations do not constitute a reprimand.

12.3 An employee may receive from an Appropriate Administrator an oral and/or written reprimand. Reprimands shall be provided in a timely and confidential manner.

12.4 Within thirty (30) days of the issuance of the reprimand, an employee may request a conference with the Appropriate Administrator who issued the reprimand to discuss the reprimand. Such a request shall not be unreasonably denied. The employee may be represented at such a conference by another employee or a Union Representative.

12.5 A written reprimand shall be placed in the official personnel file of the affected employee and shall be subject to Article 11, Personnel File. The employee shall be provided with a copy of a written reprimand. An employee may appeal the decision to place a written reprimand in their personnel file to the President within five (5) days after the conference held pursuant to 12.4 above. The President may hold a meeting with the employee and their representative, if any. Within ten (10) days of the meeting, or ten (10) days of the receipt of the appeal, if no meeting was held, the President shall provide a written response to the employee.

12.6 Reprimands shall not be subject to Article 7, Grievance Procedure, unless the grievant alleges the terms of this Agreement have been violated, misinterpreted, or misapplied.

Rebuttal to Reprimand

12.7 An employee shall have the right to attach a rebuttal statement to a written reprimand in their official personnel file.

Removal of Reprimand from Personnel File

12.8 Upon the employee's written request to the Human Resources Office and three (3) years from its effective date, a reprimand in the personnel file shall be permanently removed. Such a request shall be promptly honored and a statement verifying the permanent removal of the reprimand shall be provided to the employee. Neither the employee**'s** request for such a removal, nor the statement verifying the removal, shall be placed in the employee's personnel file. If a notice of disciplinary action has been served on the employee and such a reprimand is related to the disciplinary action, this provision shall not be implemented. **This provision shall also not apply if the written reprimand is related to workplace violence, discrimination, harassment or retaliation.** Nothing in this provision shall prohibit earlier removal of the reprimand.

Temporary Suspension with Pay

12.9 The President may temporarily suspend with pay an employee for reasons related to (a) the safety of persons or property, (b) the prevention of the disruption of programs and/or operation, or (c) investigation for formal notice of disciplinary action.

12.10 The President shall notify the employee of the immediate effect of a temporary suspension.

12.11 The President may terminate or extend a temporary suspension and shall notify the employee of any such extension and the anticipated completion date of the investigation, in writing. Notice may be provided by fax, email or regular mail, in addition to certified mail.

12.12 Temporary suspension shall not be subject to Article 7, Grievance Procedure, unless the grievant alleges the terms of this Agreement have been violated, misinterpreted, or misapplied.

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	Vacation Credit Per Monthly Pay Period Hours (Hourly Equivalent of Days)	 Days (Annual Accrual Equivalent)
1 Month to 3 Years	5/6	6-2/3	10
37 Months to 6 Years	1-1/4	10	15
73 Months to 10 Years	1-5/12	11-1/3	17
121 Months to 15 Years	1-7/12	12-2/3	19
181 Months to 20 Years	1-3/4	14	21
241 Months to 25 Years	1-11/12	15-1/3	23
301 Months and Over	2	16	24

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 twenty (320) 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 forfeited by 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 fourteen (14) 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 fourteen (14) 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. **If such leave is denied due to campus operational needs, at the employee's request, the Appropriate Administrator shall explain in writing to the employee the campus operational needs.** 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. 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.

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, the Appropriate Administrator will 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 (**Farmworkers Day** ~~**Cesar Chavez Day**~~)

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:

Hours Worked	Hours Holiday Pay
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 14.2**~~4~~5**, 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 may be authorized by the Appropriate Administrator only 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. Up to ten (10) days of accrued sick leave credit may be used for family care during any one (1) calendar year. The Appropriate Administrator may authorize an additional five (5) days of accrued sick leave credit for family care during one (1) calendar year.

An employee may request the use of accrued sick leave credit for family care beyond the maximum set forth above. Such requests must be accompanied by a physician's statement or other appropriate need verification.

e. death of a person in the immediate family.

Upon written request, the Appropriate Administrator may authorize the use of accrued sick leave for bereavement.

The granting or denial of such additional use of sick leave in provisions 15.9 (d) and (e) shall be the prerogative of the Appropriate Administrator and shall not be subject to Article 7, Grievance Procedure, but is subject to the terms of Article 8, Complaint Procedure, of this Agreement.

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,**~~ **leave with pay equal to the employee's regularly scheduled workweek. An employee who uses bereavement leave for the employee's entire regularly scheduled workweek shall receive pay for all hours the employee was regularly scheduled to work during that workweek. If bereavement leave is used for less than the employee's entire regularly scheduled workweek or is used intermittently, the total paid leave shall not exceed forty (40) hours.**

15.16 Upon request, bereavement leave may be supplemented with an employee's own leave credits.

15.XX **Upon return to work, and only upon request, the employee shall provide the name and relationship of the deceased**.

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 (18^{th}) 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 thirty (30) 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). **Employees who initiate parental leave on or after the first day of full ratification, shall be entitled up to a maximum of fifty (50) workdays of Parental Leave, not to exceed 400 hours.** 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.

ARTICLE 20

SALARY

20.1 ~~**Prior to the implementation of Provision 20.5,**~~ **T**he 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, assuming the contingency in Provision 20.5 is met, 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 ~~**Prior to the implementation of Provision 20.5,**~~ **A**n employee **in the classifications set forth in Appendix F** shall continue to be assigned a salary rate within the salary range or sub-range appropriate to the employee's classification. ~~**After implementation,**~~ **All other** employees shall always be placed on a step appropriate to their classification.

20.3 Employee compensation programs, including the General Salary Increase (GSI), the Salary Structure Adjustment (SSA) and Step Progression, shall be implemented only in fiscal years in which the parties expressly agree to such programs or agree to provide increases in such programs. ~~**There are no SSAs during the term of this agreement. There are no Step Progressions during the term of this agreement except those provided pursuant to 20.24 below.**~~

20.4 **General Salary Increase (GSI)**

a. For fiscal year 2026/2027, effective July 1, 2026, all bargaining unit employees in active pay status (or on leave) in the classifications set forth in Appendix F as of November 13, 2026, shall receive a GSI of four percent (4%).

The open range salary scale minimums and maximums for all classifications shall be increased by the amount of the GSI.

b. For fiscal year 2027/2028, effective July 1, 2027, all bargaining unit employees in active pay status (or on leave) in the classifications set forth in Appendix F as of that date shall receive a GSI of four percent (4%).

The open range salary scale minimums and maximums for all classifications shall be increased by the amount of the GSI.

c. **For fiscal year 2028-29, the parties shall have the option to re-open negotiations on both Articles 20 and 21 (Salary and Benefits) by providing a written request to the other party. A request to open one Article automatically opens both. This re-opener can only be requested after the Governor has released the May Revise, but prior to July 31, 2028.**

~~a. For fiscal year 2023/2024, effective July 1, 2023, all bargaining unit employees in active pay status (or on leave) as of October 31, 2023 shall receive a GSI of five percent (5%)~~

~~The open range salary scale minimums and maximums for all classifications shall be increased by the amount of the GSI.~~

~~If the CSU agrees to provide another CSU bargaining unit with a General Salary Increase in excess of 5% for fiscal year 2023/2024, then the Union may request to re-open negotiations on Provision 20.4 a. for fiscal year 2023-2024. The request must be made within 60 days of final ratification of such an agreement. A General Salary Increase is understood to be an across-the-board percentage increase, in the same amount, for all employees in that bargaining unit. If the parties cannot reach an agreement regarding the reopener and after the parties complete the statutory impasse procedures under HEERA, Article 6 (Concerted Activities) shall be suspended.~~

~~b. For fiscal year 2024/2025, effective July 1, 2024, all bargaining employees in active pay status shall (or on leave) as of that date shall receive a GSI of five percent 5%.~~

~~The open range salary scale minimums and maximums for all classifications shall be increased by the amount of the GSI.~~

~~The 2024/2025 GSI is contingent upon the State of California's final Budget Act of 2024 containing a new, unallocated, ongoing appropriation to the CSU not less than the 2023 compact allocation of $227 million. While the multi-year compact for 2024 calls for a 5% increase over the 2023 allocation, the 2023 allocation amount will be used for this contingency. The final Budget Act of 2024 has an expected enactment date between June 27, 2024, and September 30, 2024.~~

~~If the above contingency is not met then the Union and the CSU shall re-open negotiations on Article 20 (Salary -including salary 2024/2025 and 2025/2026) and Article 21 (Benefits).~~

~~If the CSU agrees to provide another CSU bargaining unit with a General Salary Increase in excess of 5% for fiscal year 2024/ 2025, then the Union may request to re-open negotiations on Provision 20.4 b. for fiscal year 2024-2025. The request must be made within 60 days of final ratification of such an agreement. A General Salary Increase is understood to be an across-the-board percentage increase, in the same amount, for all employees in that bargaining unit. If the parties cannot reach an agreement~~

~~**regarding the reopener and after the parties complete the statutory impasse procedures under HEERA, Article 6 (Concerted Activities) shall be suspended.**~~

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. Assuming that the below contingency is met, 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 Sile 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.**~~

~~**B. If the below contingency is not met, then employees will be placed on the closest (higher) salary step to their current salary, and the union and CSU shall re-open negotiations on Article 20 (Salary) and Article 21 (Benefits).**~~

~~**Placement on the Target Step of the new salary structure is contingent upon the State of California's final Budget Act of 2025 containing a new, unallocated, ongoing appropriation to the CSU not less than the 2023 compact allocation of $227 million. While the multi-year compact for 2025 calls for a 5% increase over the 2024 allocation, the 2023 allocation will be used for this contingency.**~~

~~**The final Budget Act of 2025 has an expected enactment date between June 27, 2025 and October 15, 2025.**~~

Salary Structure Adjustment (SSA)

20.6 An SSA is a percentage increase applied to all steps within a classification. **This does not apply to open range classifications.**

For fiscal year 2026-27, effective July 1, 2026, there will be a one and two-tenths percent (1.2%) SSA to all classifications.

For fiscal year 2027-28, effective July 1, 2027, there will be a two and three-tenths percent (2.3%) SSA to all classifications.

Step Progression

20.7 Step Progression is the movement from an employee's current salary step to a higher salary step. To be awarded a Step Progression, an employee must have received a final performance evaluation with an overall rating of satisfactory or better. If their most recent final performance evaluation is more than 12 months old, they shall receive the step progression.

a. For fiscal year 2026-27, each employee who is in active status (or on leave) as of November 13, 2026, shall be placed on the salary step corresponding to the employee's cumulative length of service in their current classification at their current campus ("Target Step") effective July 1, 2026. Cumulative length of service is defined in Side Letter of Agreement #4, and placement shall be consistent with Appendix E and Appendix H.

b. **For fiscal year 2027-28, effective July 1, 2027, there will be one Step Progression for all employees (except those at or above the top step of their classification).**

c. **For fiscal year 2028-29, the parties shall have the option to re-open negotiations on both Articles 20 and 21 (Salary and Benefits) by providing a written request to the other party. A request to open one Article automatically opens both. This re-opener can only be requested after the Governor has released the May Revise, but prior to July 31, 2028.**

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 one dollar and thirty-five cents ($1.35) 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 two dollars and thirty cents ($2.30) 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

20.14 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 return 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 return 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.

<u>Additional Increases</u>

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 three percent (3%) 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.

20.XX Red-Circled Bonus

Red circle employees are those employees who have a salary rate that is above the maximum of the salary range or above the top step of the employee's classification for a class or sub-range.

a. For fiscal year 2026-27, employees who are red circled as of June 30, 2026, at or greater than, one and two-tenths (1.2) percent above the top of the range shall receive a one-time lump-sum bonus equal to three percent (3%) of the employee's base salary.

Red circled employees as of June 30, 2026, who are less than one and two-tenths (1.2) percent above the top of the range shall receive a one-time lump-sum bonus equal to three percent (3%) less the base salary increase received under this Agreement.

Employees eligible for the red-circle bonus are those employees who are in active status (or on leave) as of November 13, 2026.

b. For fiscal year 2027-28, employees who are red circled as of June 30, 2026, at or greater than, two and three-tenths (2.3) percent above the top of the range shall receive a one-time lump-sum bonus equal to three percent (3%) of the employee's base salary.

Red circled employees as of June 30, 2027, who are less than two and three-tenths (2.3) percent above the top of the range shall receive a one-time lump-sum bonus equal to three percent (3%) less the base salary increase received under this Agreement.

Employees eligible for the red-circle bonus are those employees who are in active status (or on leave) as of July 1, 2027.

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 (½) 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.

Appendix F

CBID	Class Code	Classification
R09	7180	Computer Aided Transcriber
R09	7193	Hourly Intrprtr/Realtime Captioner/Computer Aided Transcriber
R09	7170	Interpreter I
R09	7169	Interpreter IIA
R09	7169	Interpreter IIB
R09	7168	Lead Interpreter
R09	7192	Lead Realtime Captioner
R09	7191	Realtime Captioner A
R09	7191	Realtime Captioner B
R02	7930	Per Diem Non-Exempt-Healthcare

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 parties acknowledge the importance of maintaining high-quality, affordable health benefits for employees, dependents, and eligible retirees, and share an interest in preserving the long-term value and stability of the health benefits program for current and future employees.

The parties further acknowledge that health care costs have continued to increase significantly over time, and that the Employer's contribution toward health benefits represents a substantial and important component of the total compensation package provided to employees.

In recognition of these shared interests, the parties agree to establish a Health Benefits Review Work Group.

Following ratification of this Agreement, the Employer shall convene the Health Benefits Review Work Group. The purpose of the Work Group shall be to promote a shared understanding of health benefit costs, enrollment trends, employee plan selection, employer contribution levels, employee out-of-pocket costs, utilization trends, and comparable public employer practices. The Work Group may also review information and options intended to support the continued availability of high-quality, affordable health benefits in a sustainable manner.

Each CSU union participating in the health benefits program may appoint up to two (2) representatives to the Work Group, provided that such representatives must be enrolled in a CSU-sponsored health benefit plan at the time of their appointment and throughout their service on the Work Group. The Employer may designate an equal number of overall representatives.

The Employer shall schedule meetings of the Work Group as appropriate to review and discuss relevant information concerning the health benefits program. The parties may exchange information reasonably necessary to carry out the Work Group's purpose. Participation in the work group qualifies for non-reimbursable release time.

The parties acknowledge that the Work Group is advisory in nature and shall not have the authority to modify any collective bargaining agreement or alter

the Employer's contribution toward health benefits during the term of this Agreement. The information developed through the Work Group may be used to assist the parties in developing a common understanding of health benefit costs and may inform future discussions regarding the health benefits program in bargaining.

The **current** 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 f~~**or the duration of the agreement**~~. **Pursuant to Provision 20.4(c) and 20.7(c), the parties may initiate re-opener negotiations over Article 21 (Benefits). The parties acknowledge that Government Code Section 22871 permits negotiations concerning Employer and Employee contributions toward the cost of health benefits. The parties further agree that the existing contributions shall remain unchanged at least through December 31, 2028. These acknowledgments and commitments do not otherwise alter or expand the existing rights or obligations of either party under applicable law.**

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 ten thousand dollars ($10,000) each for both types of coverage. Effective the first day of the second month following ratification of this Agreement, the amount of coverage shall increase to 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 fifteen hundred dollars ($1,500) per year for each eligible employee. Payment of the stipend shall be made prior to April 1 of the year of payment.

The fifteen hundred dollar ($1,500) 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 two hundred fifty dollars ($250.00).

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.

~~**a. For the 2022/2023 fiscal year, parking fees may be increased no more than three percent (3%) and may not exceed student parking rates.**~~

~~**b. For the 2023/2024 fiscal year, after January 1, 2024 parking fees may be raised by two dollars ($2) per month, but in no case greater than the amount paid by students as of July 1, 2023.**~~

~~**c. For the 2024/2025 fiscal year, parking fees may be raised by one dollar ($1) per month, but in no case greater than the amount paid by students as of July 1, 2024.**~~

~~**d. For the 2025/2026 fiscal year, parking fees may be raised by two dollars ($2) per month, but in no case greater than the amount paid by students as of July 1, 2025.**~~

a. <u>For the 2026/2027 fiscal year, parking fees may be raised by two dollars ($2) per month, but in no case greater than the amount paid by students as of July 1, 2026.</u>

b. <u>For the 2027/2028 fiscal year, parking fees may be raised by two dollars ($2) per month, but in no case greater than the amount paid by students as of July 1, 2027.</u>

c. <u>For the 2028/2029 fiscal year, parking fees may be raised by two dollars ($2) per month, but in no case greater than the amount paid by students as of July 1, 2028.</u>

<u>d</u>. The increase may apply to all staff parking rates, which could include daily, monthly, semester and/or annual permits. Increases may be implemented at any time during the fiscal year, but campuses may not increase parking fees more than once per fiscal year.

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 not 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)**, and 8342-8343 (Security Officer)** who are required to wear an official uniform, shall be reimbursed actual costs up to three hundred fifty dollars ($350.00) 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) appointed in excess of six (6) months who are required to wear a uniform as a condition of employment shall be reimbursed actual costs for replacement and maintenance up to two hundred and fifty dollars ($250) 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.

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	$140 per month
2.	Waive medical only	$128 per month
3.	Waive dental only	$ 12 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 terms 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.

ARTICLE 28

FAMILY AND MEDICAL LEAVE AND PREGNANCY DISABILITY LEAVE

28.1 The family and medical leave provisions in this Article incorporate both the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) and will be denoted by FML.

Eligibility

28.2 An employee who has at least twelve (12) months of service is entitled to a family and medical leave without pay.

28.3 An eligible employee who is the spouse, registered domestic partner, son, daughter, parent or "next of kin" of an injured, covered service member is eligible for Service Member Care Leave, pursuant to the Fiscal Year 2010 National Defense Authorization Act and related laws.

28.4 An eligible employee with family members in the regular Armed Forces or National Guard or Reserves is entitled to Military Exigency Leave, pursuant to the Fiscal Year 2010 National Defense Authorization Act and related laws.

Entitlement

28.5 Eligible employees are entitled to up to twelve (12) weeks of leave for an FMLA qualifying event within a twelve (12) month period.

28.6 Employees eligible for a Service Member Care Leave are eligible for twenty-six (26) workweeks of leave, which includes Service Member Care Leave and the twelve (12) weeks of leave for any other FMLA qualifying event within a twelve (12) month period.

FML Entitlement

28.7 Eligible employees shall be granted up to a total **of** twelve (12) weeks of family and medical leave (FML) in a twelve (12) month period for the birth of a child of the employee; the placement of a child with an employee in connection with the adoption or foster care of the child by the employee; to care for a child, parent, spouse, registered domestic partner, sibling, grandparent**,** ~~**or**~~ grandchild**, or Designated Person** of the employee who has a serious health condition; or for the employee's own serious health condition.

As set forth in Government Code Section 12945.2, a Designated Person is any "individual related by blood or whose association with the employee is the equivalent of a family relationship." A Designated Person is identified at the time the employee requests the leave and is limited to one Designated Person per 12-month period.

28.8 Military Exigency Leave is FML for the purpose of addressing issues which may arise from a covered military member's deployments or call to active duty to a foreign country. Length of time off from work varies under Military Exigency Leave based on type of leave taken and shall be deducted from the twelve (12) week entitlement.

Time Taken on FML

28.9 FML is unpaid leave; however, employees shall utilize appropriate leave credits prior to being placed on any unpaid portion of FML.

28.10 If an employee asks to use vacation or other paid time off without reference to a FML-qualifying purpose, the CSU may not ask the employee if the leave is for a FML-qualifying purpose.

28.11 If the employer denies the employee's request to use vacation or other paid time off and the employee then provides information that the requested time off is or may be for a FML-qualifying purpose, the employer may inquire further into the reasons for the absence. If the absence is FML-qualifying, employees shall utilize appropriate leave credits in accordance with this Article.

28.12 When FML is granted for an employee's own serious health condition, an employee shall use applicable leave credits, including sick leave, vacation, compensatory time off (CTO) and Personal Holiday before going on any unpaid portion of FML. However, if the leave is due to the employee's own serious health condition and also qualifies as an Industrial Disability Leave (IDL), Temporary Disability, or Non-Industrial Disability Leave (NDI), the appropriate guidelines shall apply.

28.13 FML taken by an employee to care for an eligible family member shall be leave without pay except that an employee must utilize all accrued vacation, personal holiday, compensatory time off (CTO) that the employee is eligible to take prior to any unpaid period of FML**.**

28.14 An employee may use accrued sick leave during the period of FML to care for an eligible family member upon mutual agreement between the employee and the Appropriate Administrator. Such requests for sick leave shall be made in accordance with Article 15 of this Agreement.

28.15 For FML taken for reason of the birth of a child or adoption/foster care of a child by an employee, shall be initiated within one (1) year of the birth of a child or placement of a child with the employee in the case of adoption/foster care.

28.16 The period of FML granted to an employee for the birth of a child shall run concurrently with the period of leave available to an employee under Education Code 89519.

28.17 FML is separate and distinct from the right of a female employee to take a pregnancy disability leave under Government Code Section 12945. If a female employee takes part or all of the maximum four (4) months of pregnancy disability leave, she may also request up to twelve (12) weeks of FML for reason of the birth of the child, or to care for the new child, or due to her own or child's serious medical condition. FML and pregnancy disability leave shall run concurrently with the period of leave available under the provisions of Education Code Section 89519. FML shall not run concurrently with pregnancy disability leave under Government Code Section 12945.

28.18 The amount of family care and medical leave that may otherwise be granted under Article 16 may be reduced by the amount of FML granted to an employee for reasons set forth in this Article.

Request and Approval

28.19 When the Appropriate Administrator becomes aware that an employee has taken or intends to take time off for an FML qualifying reason pursuant to provision 28.7, the employee may be asked to provide documentation from a medical professional asserting that there is an FML qualifying reason. FML qualifying leaves may be designated as FML.

28.20 An employee shall provide the President with written notice of the need for FML as soon as the event necessitating the leave becomes known to the employee. In general, as much advance notice as is reasonably possible shall be provided and normally shall not be less than five (5) working days of the event giving rise to the need for leave.

28.21 If the employee's need for family and medical leave is foreseeable due to the employee's planned medical treatment or planned supervision of a child, parent, spouse, ~~**or**~~ **registered** domestic partner**, sibling, grandparent, grandchild, or Designated Person** with a serious health condition, the employee shall provide the President with not less than fourteen (14) days notice of the need for the leave. The employee shall consult with the Appropriate Administrator regarding the scheduling of the treatment or supervision so as to minimize disruption of the operations of the campus.

28.22 Before granting FML for the serious health condition of a child, parent, spouse, ~~**or**~~ **registered** domestic partner, **sibling, grandparent, grandchild, or Designated Person,** the President may require certification of the serious health condition from the health care provider.

28.23 Upon expiration of the period which the health care provider originally estimated that the employee needed to care for the child, parent, spouse, ~~**or**~~ **registered** domestic partner, **sibling, grandparent, grandchild, or Designated Person,** the President may require the employee to obtain recertification if additional leave is requested.

Return to Work

28.24 Approved FML assures the employee a right to return to the employee's former position or an equivalent position upon expiration of the family and medical leave. If the former position and any equivalent position have ceased to exist due to legitimate business reasons unrelated to the leave, the campus shall make reasonable accommodation by alternative means that will not cause undue hardship to the campus. Such alternative means shall include, but not be limited to, offering the employee any other position which is available and for which the employee is qualified. FML shall not constitute a break in service for the purposes of length of service and/or seniority under this Agreement.

28.25 An employee on FML shall retain employee status and shall continue to accrue seniority points pursuant to Article 24 of this Agreement during the period of the FML. During FML, an employee may continue to participate in benefits to the same extent and under the same conditions as would apply to any other personal leave of absence without pay pursuant to this Agreement, except that if any paid portion of the FML is less than twelve (12) weeks, unless canceled by the employee, the CSU shall continue to make employer contributions toward health, dental and vision coverage for the unpaid remainder of the twelve (12) week period. If an employee fails to return at the end of FML, the CSU may require repayment of insurance premiums paid during the unpaid portion of the leave. The CSU shall not require repayment of premiums if the employee's failure to return is due to the employee's serious health condition or due to circumstances beyond the employee's control.

28.26 The granting or denial of FML provided in this Article shall be subject to Article 8, Complaint Procedure.

ARTICLE 29

DURATION AND IMPLEMENTATION

29.1 This Agreement shall become effective upon ratification by both parties and shall remain in full force and effect up to and including June 30, 202**9**~~**6**~~.

29.2 Negotiations for a successor agreement shall commence when one of the parties delivers to the other its proposals in writing no earlier than January 1 and no later than February 1 immediately preceding the expiration of this Agreement.

29.3 Pursuant to Government Code 3572(b) (HEERA) any term of this Agreement which is deemed by the Employer to carry an economic cost shall not be implemented until the Employer determines that the amount required therefore has been appropriated and makes such amount available for expenditure for such purpose. If the Employer determines that less than the amount needed to implement this Agreement, or any provision herein, has been appropriated to implement this Agreement or any provision herein, the term(s) of this Agreement deemed by the CSU to carry economic cost shall automatically be subject to the meet and confer process.

Tentative Agreement
CSU #2 (CSUEU)
10/07/2026

Memorandum of Understanding
Shared Services

When the CSU establishes a shared services arrangement that may impact bargaining unit employees, the CSU shall provide CSUEU with notice consistent with applicable law. In accordance with HEERA and applicable PERB precedent, the CSU will, upon request of CSUEU, meet and confer regarding the identifiable, foreseeable impacts of the shared services arrangement on matters within the scope of representation. Nothing in this provision shall be construed as a waiver of the CSU's management rights or as an obligation to bargain over decisions that are outside the mandatory scope of representation.

The parties recognize that shared services arrangements may differ in their purpose, structure, scope, participating campuses, operational requirements, and impacts on bargaining unit employees. Accordingly, the appropriate terms addressing the impacts of a particular shared services arrangement shall be determined based upon the facts and circumstances of that arrangement.

If the CSU establishes or expands a shared services arrangement in which employees assigned to more than one campus work together to provide services to multiple campuses, the CSU and the Union shall meet regarding the impacts of the arrangement. Unless the parties mutually agree otherwise in the applicable Memorandum of Understanding, the MOU shall address, as appropriate to the particular arrangement:

1. The availability of current organizational charts identifying the structure of the shared services arrangement.

2. The process by which employees may apply for open positions within the shared services arrangement, including the campus responsible for posting the position and any applicable application or recruitment procedures.

3. The performance evaluation, holiday, work schedules, and vacation and sick leave requesting processes applicable to employees assigned to the shared services arrangement, including identification of the campus or CSU policy that

will govern each area.

4. Travel between campuses, which shall be conducted in accordance with the applicable CSU travel policy.

In meeting and conferring regarding the impacts of a shared services arrangement, the parties may consider relevant terms or practices established through prior agreements concerning shared services, including agreements addressing the San Francisco Bay Area Regional Network (SFBRN). Such prior agreements may serve as a reference for the parties but shall not be binding or establish precedent for any other shared services arrangement unless otherwise mutually agreed by the parties.

Tentative Agreement
CSU #2 (CSUEU)
10/07/2026

Memorandum of Understanding
Artificial Intelligence Systems

The Parties recognize that artificial intelligence systems are evolving technologies that may be used to support University operations. The Parties also acknowledge that the use of such technologies remains subject to University and Campus policies, and procedures, as well as applicable laws.

Artificial Intelligence (AI) systems mean software, applications, or computational tools that use machine learning, statistical models, or other algorithmic techniques to support or assist tasks such as generating content, analyzing data, and recognizing patterns. AI systems may include both proprietary and open-source tools and may be developed, licensed, or deployed by the University or accessed through third-party platforms.

CSU staff must safeguard personal and institutional data in accordance with CSU Information Security Policy and Standards and legal requirements. Confidential, restricted, or otherwise sensitive information may not be entered into generative AI systems in any manner that could compromise data privacy, security, or compliance obligations.

The CSU recognizes the importance of responsible use of AI systems and will make reasonable efforts to consider potential bias when such systems are implemented for academic or administrative purposes, consistent with applicable law and University policies.

The Parties recognize that the University retains all management rights under HEERA, including the right to introduce, pilot, modify, or discontinue the use of AI systems. In accordance with HEERA and applicable PERB case law, the University will meet and confer upon request of the Union regarding the identifiable, foreseeable impacts of the University's decision to implement AI technologies on matters within the scope of representation. Nothing in this provision shall be construed as a waiver of the University's management prerogatives, nor as an obligation to bargain over decisions that are outside the mandatory scope of representation under HEERA.

The Parties agree that any meet-and-confer obligations under this MOU shall be limited to those required by HEERA and controlling PERB precedent.

This Memorandum of Understanding shall expire on June 30, 2029 in recognition of the rapidly evolving nature of artificial intelligence technologies and the need for periodic reassessment.

CSU / CSUEU MOU

Classification Review

The Parties agree to conduct a review of the classifications identified below for the purpose of evaluating the existing classification standards, duties and responsibilities, and appropriate placement within the CSU classification and compensation structure. The review shall commence in January 2027, and the Parties shall make reasonable efforts to complete the review by April 30, 2028.

The classifications subject to review are:

- Athletic Trainers
- Laborers
- Gardening Series
- Performing Arts Technology Series
- Technology Support Series
- Heavy Equipment Operators
- Physician Assistants (PAs)
- Nurse Practitioners (NPs)
- Diving Safety Officer
- Health Education Series

The Parties can amend the list. The Parties shall also revisit the Unit 9 classification clean-up for purposes of non-substantive modernization, clarification, and technical updates.

The Parties acknowledge and agree that the review process is intended to evaluate the classifications and shall not, in itself, require or result in any change to classification standards, classifications, salary ranges, salary schedules, or compensation. To the extent the review identifies potential changes to compensation, any such changes shall be subject to agreement by the Parties and may be addressed as part of the 2028–2029 collective bargaining reopener.

CSU / CSUEU MOU

Job Posting

The parties shall establish a joint working group to review existing recruitment practices and explore opportunities to improve the efficiency and effectiveness of the recruitment process. The working group may consider potential changes to this Article and practices related to filling multiple vacancies through a single recruitment, recruiting across classification levels, and providing opportunities for current employees.

CSU / CSUEU MOU

Temporary Employees

The California State University Employees Union ("CSUEU") and the California State University ("CSU"), collectively the "Parties," shall establish a joint work group within sixty (60) days following ratification of a successor Collective Bargaining Agreement to evaluate the use of temporary employment under Provision 9.6.

The Parties shall meet in good faith to review relevant data and discuss temporary employment practices. At a minimum, the CSU shall provide the following information:

- The percentage of temporary appointments compared to permanent appointments; and

- The percentage of employees hired into temporary appointments, excluding intermittent employees and rehired annuitants.

CSU / CSUEU MOU

Uniform and Boot Allowance

The CSU and the Union shall establish a joint work group within sixty (60) days following ratification of a successor Collective Bargaining Agreement to discuss allowances and reimbursement procedures for required uniforms and protective footwear.

The work group shall review existing campus practices and relevant cost information and shall discuss:

- Appropriate reimbursement amounts for protective footwear and allowances/stipend for uniforms;
- The frequency and circumstances under which employees may receive an allowance or reimbursement, including initial purchase, replacement, and maintenance;
- Eligibility requirements for employees required to wear uniforms or protective footwear, including steel-toe boots; and
- Documentation and procedures for requesting reimbursement.

Tentative Agreement
CSU# 2 (CSUEU)
10/31/2026

CSU / CSUEU
25/26 Salary & Benefits Reopener

The parties agree to the following:

1. For fiscal year 2025/2026, all eligible CSUEU employees shall receive a single one-time bonus in the gross amount of $3,575, prorated based upon time base. The payment shall be made by separate payment and shall be subject to all applicable withholdings and deductions. This amount represents a one-time compensation pool of approximately 5%.

   An eligible employee is an employee who, as of November 13, 2026, is employed by the CSU in an CSUEU-represented position.

a. An employee shall not receive more than $3,575, regardless of whether the employee holds more than one CSUEU-represented position.

b. If an employee was active on November 13, 2026, but does not have a timebase because they are intermittent, the following formula shall be used:

   The total number of hours worked by the employee for the twelve (12) pay periods from November 1, 2025 through October 31, 2026 divided by the number of total work hours in the twelve (12) month period of time (173.33 average state pay period hours x 12 months = 2080 hours) = FTE for twelve (12) month period.

c. Pursuant to CalPERS regulations, employees who were retired annuitants on November 13, 2026, will not be eligible for the one-time lump sum payment.

2. Pursuant to CalPERS regulations, these payments will not be considered pensionable earnings; therefore, neither the employee nor the CSU makes a CalPERS contribution on this payment.

   As required by law, all standard payroll tax withholdings will still occur on this payment.

3. CSUEU agrees to withdraw, with prejudice, Unfair Practice Charge No. LA-CE-1450-H.

4. This agreement concludes the reopener negotiations described in Provisions 20.5b of the Collective Bargaining Agreement.