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 **AB 119 requires the CSU to provide the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses, and home address on file for newly hired employees in bargaining units 2, 5, 7 and 9 within 30 days of the date of hire or by the first pay period of the month following hire. This report shall contain a unique identifier consistent with other unique identifiers on employee reports sent to CSUEU by the Chancellor's Office.**

5.10 **AB 119 requires the CSU to provide the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses, and home address on file for all employees in bargaining units 2, 5, 7 and 9 at least every 120 days. This report shall contain a unique identifier consistent with other unique identifiers employee reports sent to CSUEU by the Chancellor's Office. The CSU shall provide the required information by the 15th of January, May and September of each year based on data available as of the first Friday of January, May and September of each year. Notwithstanding this provision, the CSU shall supply information at any time upon request of CSUEU.**

5.X **The CSU shall provide to the Union monthly PIMS reports at no cost to the union. These PIMS reports shall contain a unique identifier consistent with other unique identifiers on employee reports sent to CSUEU by the Chancellor's Office and the following fields: Last Name, First Name, Campus, EmployeeID (if different from Unique Identifier), BU, Agency, Classification, Range, Classification Abbreviation, Timebase, Anniversary Date, Hire Date, Appointment Expiration Date, Salary, Base Pay + RC, Department Code, Department Name, Funding Source, LOA, Probation Code, Step.**

~~**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.**~~

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, **provided operational needs are met.** 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 9

EMPLOYEE STATUS

Appointment

9.1 Campus ~~**position**~~ vacancies for CSUEU-represented classifications shall be posted for fourteen (14) days on the campus electronic website and on appropriate bulletin boards. Campus ~~**position**~~ vacancies shall include the classification title, skill level, description of primary duties, desirable experience, minimum qualifications, preferred qualifications (when applicable), salary range or sub-range applicable to a skill level, targeted salary range (if any), specialized skill (if any), and procedures to be followed by applicants applying for such vacancies. Desirable experience, preferred qualifications and specialized skills shall be related to the classification ~~**of the position**~~ and/or the duties ~~**of the position**~~.

9.2 At the discretion of the campus**:** ~~,~~

a. position vacancies may be posted only on the campus for campus applicants.

b. qualified candidates from a single recruitment may be considered for multiple vacancies in the same classification for up to 12 months.

1. **Any offer of employment resulting from the recruitment shall identify the specific position, division, college, and department to which the employee is being appointed, as applicable.**
2. **An employee who declines an offer for a specific position shall remain eligible for consideration for all other vacancies covered by the same recruitment.**
3. **A campus that elects to utilize a single recruitment to fill multiple vacancies pursuant to this provision shall establish and maintain a transfer process for the applicable classification. The process shall provide incumbents in the classification an opportunity to express interest in a lateral transfer to a vacancy being filled through the recruitment.**

c. recruitment announcements may include multiple classification levels within a classification series, with appointment made at the level appropriate to the selected candidate's qualifications and experience.

1. **An employee appointed below the highest classification level advertised following an assessment of the employee's current qualifications and training needs shall be provided with an individualized training and development plan designed to assist the employee in acquiring the knowledge, skills, abilities, certifications, or experience necessary to progress to the next classification level. The training plan shall identify**

the anticipated developmental activities and performance expectations but shall not constitute a guarantee of promotion or advancement to the next classification level.

9.3 An employee who believes they are qualified for a vacant position at a CSU campus or the Chancellor's Office may apply for such position within the specified application period.

An employee may submit, along with an application, a statement regarding their experience and service within the CSU. Such a statement shall be a part of the employee's application. CSU documents regarding any meritorious service by the employee at the CSU may also be submitted by the employee with an application.

It shall be the policy of the CSU to fill bargaining unit campus position vacancies as set forth in provision 9.1 from among qualified CSUEU-represented employees currently employed at a campus. This section does not apply to employees who have served in temporary emergency positions for ninety (90) days or less, as described in Section 9.9.

The President may appoint outside applicants when the President determines such action is necessary to obtain preferred or specialized skills and abilities not available from current employees per the position vacancy announcement. CSUEU represented employees who meet minimum requirements shall be interviewed.

9.4 If an employee applicant is not selected for a position for which the employee interviewed, the employee shall be notified in writing that the employee was not selected.

9.5 An employee who submits an application for a position may be required to successfully complete job-related performance examination(s)/test(s) as part of the selection process. The results of such examination(s)/test(s) shall be deemed confidential and shall not become part of the employee's official personnel file. Such examination(s)/test(s) shall be based on essential job functions identified in the position description, including any specific, posted specialized skills, and shall be administered equitably to each applicant. Upon request, an employee shall be given the results of their examination(s)/test(s).

9.6 Appointments shall be made by the President. Appointments may be temporary, probationary or permanent. Appointments to vacant positions shall be made through official written notification by the President. Such notification shall be provided upon employment or as soon as possible thereafter. Notification shall include the classification title, skill level (when applicable), and timebase to which the employee is being appointed, the initial salary, the name of the employee's Appropriate Administrator, the employment status of the employee, whether there is a probationary period and, if so**,** the length of the probationary period, and the effective date of the appointment. A copy of the position description shall be

attached to the notification. A temporary appointment shall specify the expiration date of the appointment and that the appointment may expire prior to that date. The temporary employee shall be given a minimum of fourteen (14) days notice if the appointment is to be terminated prior to the specified expiration date, unless circumstances prohibit giving such notice. A temporary appointment shall not exceed the time specified in Provision 9.**39** ~~**50**~~. No employee shall be deemed to be appointed in the absence of such official written notification from the President.

9.7 The President may make an initial appointment at any salary rate within the salary range or sub-range.

9.8 An employee who is appointed to a position at another campus and who begins that position within six (6) months of terminating employment from the first campus, shall transfer their accumulated sick leave. The transfer of retirement credit is pursuant to the regulations of CalPERS. When an employee accepts an appointment at another campus, the employee shall be cashed out of any earned vacation credits unless the employee requests and the new campus agrees, before the employee separates from the initial campus, to transfer all or a portion of the vacation credit to the new position.

Emergency Appointment

9.9 Emergency temporary positions of one hundred eighty (180) days or less are not required to be posted. Emergency temporary appointments may not exceed one hundred eighty (180) days. On the ninety-first (91st) day of such an appointment, the employee shall be included in the bargaining unit.

Probation/Permanency

9.10 A probationary period is the period of credited service an employee who has received a probationary appointment shall serve prior to permanent status.

Probationary Period/Credited Service

9.11 The probationary period for an employee is one (1) year of service in a particular classification or skill level.

9.12 Part-time and full-time temporary service shall count as credited service for probation when granted by the President. Part-time employees must have a timebase of at least 0.5 in order to be considered probationary employees and qualify for permanent status.

9.13 A year of service for employees in twelve (12) month positions is any consecutive twelve (12) months of full-time employment. The period of probation for an employee in a half-time or more, but less than full-time, position is one year of service.

9.14 For employees serving in ten (10) month positions, a year of service is the equivalent of ten (10) months of full-time employment within a twelve (12) month

period of time. The ten (10) months of required service for each twelve (12) month period shall be determined by the President upon appointment of the employee to a ten (10) month position.

9.15 A year of service for an employee in an academic year position is two (2) consecutive semesters or three (3) consecutive quarters of employment within an academic year at a timebase of at least 0.5.

Suspension of Service Credit

9.16 a. When a probationary employee goes on a leave of absence, the time served before the leave is counted in determining the remaining length of probationary service. Upon return to work, the employee shall be notified when the probationary period will end.

b. An employee's probationary period is extended for the same number of days such employee is on paid sick leave or family medical leave of over thirty (30) days, parental leave, and for any day an employee is on Workers' Compensation (WC), Industrial Disability Leave (IDL), Non-Industrial Disability Insurance (NDI), Military Leave or formal leave without pay (LWOP).

The President shall determine if the employee's probationary period should be extended when a full-time probationary employee is placed on a partial leave.

c. Normally, a new probationary period shall be served when an employee begins an appointment at another campus. However, the employee may be appointed with permanent status or credit toward permanency as determined by the President of the campus to which the employee is appointed.

Change in Position

9.17 The employee selected for a position that requires movement to a new classification or skill level may serve a new probationary period.

a. If an employee is reclassified, the employee may be required to serve a new probationary period. The length of service required for such a new probationary period shall be determined by the President and shall not exceed one (1) year from the effective date of the reclassification.

b. A permanent employee in a position that is reclassified as a result of the implementation of a new classification or the revision of a current classification shall not be required to serve a new probationary period, provided the employee has completed probation in their current classification and there has been no substantial change in the employee's duties.

c. A probationary employee in a position that is reclassified as a result of the implementation of a new classification or the revision of a current classification shall have all probationary service in their prior classification credited toward probation in the new or revised classification, provided there has been no substantial change in the employee's duties.

9.18 An employee with permanent status in a lower classification or skill level who is advanced to a higher classification or skill level and is denied permanent status in the higher classification or skill level, shall have the right to return to the lower classification or skill level with permanent status in that class.

An employee in probationary status in a lower classification or skill level who is advanced to a higher classification or skill level and is denied permanent status in the higher classification or skill level shall be granted service credit toward completion of the probationary period in the lower classification or skill level provided the duties in the higher classification or skill level are substantially similar to the duties in the lower classification or skill level and the employee's performance in both classifications or skill levels has been satisfactory.

Classification Change

9.19 When an employee moves to a lower classification or skill level in the same classification series, the appropriate salary rate in the salary range or sub-range shall be determined by combining any previous service in the lower classification/skill level and service in the higher classification/skill level.

9.20 When an employee moves to a lower classification or skill level in another classification series, the appropriate salary rate in the salary range or sub-range shall be determined by the President, except that in no case shall the new rate exceed the rate received in the higher classification or skill level. Determination of the appropriate salary rate in such cases shall be made by using the same criteria as would be used for an initial appointment to that classification or skill level.

9.21 When an employee moves to a classification or skill level with a higher salary range, sub-range or sub-range maximum, the appropriate salary rate in the salary range or sub-range shall be determined by the President. The salary rate in the higher salary range or sub-range shall be at least a five (5) percent increase. This provision does not apply to the implementation of a new classification structure when the original classifications are abolished and replaced with a new set of classifications and the employees are converted to the new classifications or skill levels.

In-Classification Progression

9.22 Movement from one skill level to a higher skill level within a classification is referred to as an in-classification progression. When an in-classification progression occurs, the appropriate salary rate in the applicable sub-range shall be determined by the President. The salary increase shall be at least five (5) percent.

Classification or In-Classification Progression Review

9.23 An employee may request a position classification review at any time during the year, subject to the limitation in provision 9.27. Employees in classifications with skill levels may request a skill level review related to an in-classification progression. All such requests are to be made to the Appropriate Administrator with a copy submitted to the campus Human Resources Office.

9.24 The classification, in-classification progression, and/or skill level review procedures shall be determined by the President. A copy of the classification or skill level review procedures shall be made available to the employee upon request and be posted on the campus website. A set of the Classification and Qualification Standards shall be available for reference on each campus.

9.25 The employee shall be notified in writing of the classification and/or skill level review decision and the reason(s) for the decision within thirty (30) days after the decision has been reached. If a higher classification or skill level is granted, normally the employee shall receive the appropriate compensation of the higher classification or skill level retroactive to no later than the first day of the pay period following the date the request for the classification review was received in the campus Human Resources Office.

Employee Requested Classification or In-Classification Progression Review

9.26 An employee-requested classification and/or skill level review shall be completed no later than one hundred eighty (180) days after initiation of the classification and/or skill level review procedure. An employee shall not submit such a subsequent request prior to twelve (12) months after completion of a previous classification review.

Classification and/or In-Classification Progression Appeal

9.27 An employee may appeal the decision of a classification and/or skill level review that was requested by either the employee or management no later than thirty (30) days after such results have been provided to the employee. Such an appeal shall be filed with the Appropriate Administrator in the Human Resources Office. Such an appeal shall include a detailed statement by the employee indicating their reasons for disagreement with the classification and/or skill level review decision. The employee shall provide a copy of such an appeal to the Appropriate Administrator to whom the employee directly reports.

9.28 A designated individual in the Human Resources Office shall hold a meeting with the employee and the employee's union representative, if any, no later than thirty (30) days after the classification and/or skill level review appeal filing. The designated individual should not be the same person who conducted the initial classification and/or skill level review. This individual shall respond in writing to the employee no later than thirty (30) days after the meeting with the employee. Such a response shall be final. If a higher classification or skill level is granted,

normally the employee shall receive the appropriate compensation of the higher classification or skill level retroactive to no later than the first day of the pay period following the date the request for the classification review was received in the campus Human Resources Office. Upon request of an employee whose current classification is determined to be appropriate, the employee shall receive a report stating the primary reasons for the classification decision, but shall not have access to the working notes of the person conducting the classification review.

9.29 Provisions 9.23-9.28 shall not be subject to the grievance procedure, unless the grievant alleges the terms of this policy have been violated, misinterpreted, or misapplied. The classification and/or skill level decision shall not be subject to Article 7, Grievance Procedure.

Rejection During Probation

9.30 Any probationary employee may be separated from service at any time by the President upon written notice of rejection during probation. The employee should normally be given two (2) weeks notice of rejection during probation.

9.31 The notice of rejection shall indicate to an employee their right to review their personnel file and review materials in the file regarding rejection.

9.32 A full-time employee employed for more than six (6) months, or its equivalent for an employee in a half-time or more, but less than a full-time position, may utilize the provisions of Article 8, Complaint Procedure, beginning at Level II, to appeal the decision to reject during probation when alleging:

a. performance evaluation procedures required by the contract were not followed; or
b. arbitrary and capricious reasons for non-retention.

9.33 Appeals of the decision to reject during probation shall be filed at Level II of the Complaint Procedure with the Office of Human Resources within fourteen (14) days of the written notice of the rejection during probation. Said appeals may be filed by an eligible employee or the Union on the employee's behalf, and signed by the rejected employee.

9.34 If the complaint is not resolved at Level II, the complaint shall be moved to Level III for Chancellor's Office review. The Level III response shall be the final decision and not subject to further appeal.

9.35 By mutual agreement of the parties, the Level II meeting and response may be waived.

9.36 An employee rejected during the probationary period may not utilize the Grievance Procedure of this Agreement to appeal the decision to reject during probation.

Permanent Status

9.37 An employee who has completed the appropriate probationary period as defined in Provision 9.11 shall be awarded permanent status at the beginning of their second year of service.

9.38 If an employee with permanent status moves to a different classification and receives permanent status in the new classification, the employee shall not retain permanent status in the classification from which the employee moved. If an employee with permanent status in a classification receives a temporary appointment in another classification and the temporary appointment expires, the employee shall have the right to return to the employee's prior classification with permanent status in that class.

9.39 The President shall grant permanent status to a temporary employee subject to the following conditions:

a. The temporary employee shall have served in a Bargaining Unit Classification or classification series for at least four (4) consecutive years immediately prior to the granting of permanency.

b. Such employee service shall have been in an appointment with a timebase of at least 0.5.

c. A timebase shall not be reduced in the appointment immediately preceding the granting of permanency.

d. This provision does not apply to employees in positions which are funded by non-reoccurring grants, contracts or special projects with beginning and ending dates.

e. The employee shall become permanent at the conclusion of four (4) consecutive years. "Consecutive years" as used in this article shall be:

1. Four (4) consecutive annual appointments on a 12 month, 10 month, 10/12 or 11/12 pay plan, or
2. Four (4) years of continuous temporary appointments, in which there are no breaks in service/employment totaling more than ninety (90) days, within each year.

9.40 An intermittent employee who is paid one thousand (1000) hours in a fiscal year is deemed to have completed a year of service for purposes of permanent status.

9.41 The President may, at their sole discretion, grant permanent status to a temporary employee subject to the following conditions:

a. The temporary employee shall have served in bargaining unit classifications at the campus for at least one (1) year immediately prior to the granting of permanency.

b. Such employee service shall have been in appointments with a timebase of at least 0.5.

9.42 Such a permanent status shall include the right to continue employment at the timebase determined by the President at the time permanency is granted. The President may determine to grant such permanency at a timebase of at least 0.5.

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.

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 [EXPIRATION DATE OF CBA], in recognition of the rapidly evolving nature of artificial intelligence technologies and the need for periodic reassessment.

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.

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 thirty days after full ratification of this agreement, 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 may agree to 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.