

CSUEU's Units 2, 5, 7 and 9 Counterproposals and New Proposals
CSUEU-CSU 2026 Successor Contract Bargaining

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

Article 10-Employee Performance: CSUEU continues to propose that step increases be implemented without regard to evaluation until the standardized evaluation is agreed and implemented.

Article 20-Salary: CSUEU reserves response at this time.

Article 21-Benefits: CSUEU requests an audit of the parking services before responding.

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

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

Vacation Credits

14.4 For purposes of computing vacation credit, an employee who works eleven (11) or more days in a monthly pay period is considered to have completed a month, a

month of service, or continuous service. When an absence without pay of more than eleven (11) consecutive working days falls into two (2) consecutive qualifying monthly pay periods, one (1) of the pay periods is disqualified.

- 14.5 An authorized leave of absence without pay shall not be considered service for the purpose of vacation accrual.
- 14.6 Vacation credits are cumulative to a maximum of three hundred and eighty four (384) working hours for ten (10) or less years of qualifying service or four hundred and forty (440) working hours for more than ten (10) years of such service. Accumulation in excess of this amount as of January 1 of each year shall be paid out to the employee. An employee shall be permitted to carryover more than allowable credits when the employee was prevented from taking enough vacation to reduce the credits because the employee (1) was required to work as a result of fire, flood, or other extreme emergency; (2) was assigned work of priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; or (4) was prevented from using vacation previously scheduled to be taken in December because of being on paid sick leave.
- 14.7 A probationary employee shall not take vacation until completion of one (1) month in work status, unless by mutual agreement.

Vacation Requests

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

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

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

Requests with less than thirty (30) days' notice for vacation shall be submitted in writing to the Appropriate Administrator who will determine whether or not to approve or deny the request based on the operational needs of the campus. Submission with less than thirty (30) days' notice shall not, by itself, be a basis for denying the vacation request. Such requests shall not be unreasonably denied. If the request requires an immediate determination, then the decision may be communicated orally to the employee, and thereafter confirmed in writing within seven (7) days of the date of the oral response.

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

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

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

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

Lump Sum Payment

14.10 Upon separation from service, an employee is entitled to a lump sum payment as of the time of separation for any unused or accumulated vacation. Such sum shall be computed by projecting the accumulated time on a calendar basis so that the

lump sum will equal the amount which the employee would have been paid had the employee taken the time off, but not separated from service.

Holidays

- 14.11 The holidays designated in this Article are intended to be a day off of a regularly scheduled workday, except as provided in provision 14.16. The amount of time an employee has off for the Holiday without a loss in pay shall be the number of hours the employee is normally scheduled to work.
- 14.12 The following paid holidays, except as provided in Provision 14.14 below, shall be observed on the day specified:
- a. January 1
 - b. Third Monday in January (Martin Luther King Jr. Day)
 - c. March 31 (Farmworkers 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:

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

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

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

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

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

14.21 Should an employee not have vacation accrued, sufficient CTO balance or Personal Holiday to cover the scheduled days of closure, they shall be provided sufficient work prior to the scheduled closure to prevent any loss of pay or benefits. Such time worked shall be in accordance with Article 19, Overtime.

- 14.22 Employees, including cruise employees, who are in an academic year appointment are entitled to all days designated in the campus academic calendar as academic holidays, or any other day designated by the Governor for a public fast or holiday. If the timebase is less than full-time, this provision will be applied on a pro rata basis.

Personal Holiday

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

Holiday Work Compensation

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

NEW ARTICLE XX**ARTIFICIAL INTELLIGENCE**

XX.1 Artificial Intelligence (AI) is defined as a machine-based system that can, for a given set of human-defined objectives, make predictions, recommendations, or decisions influencing real or virtual environments. AI systems use machine and human-based inputs to perceive real and virtual environments; abstract such perceptions into models through analysis in an automated manner; and use model inference to formulate options for information and action. AI is a nascent technology and may develop and grow beyond this definition.

XX.2 CSU must notify the Union of any proposed or acquired AI purchase, trial, implementation or deployment when the change has entered the field-testing phase or at least six months prior to implementation, whichever is earlier. In each case, CSU must give notice and meet with the Union before the technology is implemented. CSU must provide in writing the specific details and information of the proposed implementation or change at least forty-five (45) days before the joint meeting with the Union. The provision of information shall include preliminary (or tentative) and revised documentation and periodic briefings.

XX.3 This meeting will be completed at least forty-five (45) days before the proposed change implementation date. The change cannot be implemented until the forty-five (45) days' notice and meeting requirements are met.

XX.4 If AI technology significantly changes a job's duties, training, or skills, either CSU or the Union can request to renegotiate the job's pay or classification. In no case shall the job's payrate or classification be reduced.

XX. 5 Among the principal considerations of such bargaining will be appropriate training so as to enable affected employees to maintain the same or equivalent employment. CSU will balance manning levels and the use of technology in a manner that does not adversely affect the safety of employees.XX.6 If the implementation creates new work that replaces, enhances or modifies bargaining unit work, bargaining unit employees will perform that new or modified work. In no case shall managers use AI to supplant bargaining unit work. Where AI is utilized, a human must be in the loop. A "human in the loop" process means that bargaining unit employees shall provide oversight, review and guidance of AI processes to ensure accuracy, fairness and compliance with workplace standards.

XX.7 It is mutually agreed that present employees shall be given first consideration for any new or changed position before any persons outside the bargaining unit are hired to fill the resultant jobs. In the event training is necessary for employees to qualify for such positions, the employer will provide adequate training to all affected employees at the time the technology is being scoped or implemented.

XX.8 The type of work normally performed within the bargaining unit by employees covered by this Agreement shall be performed by employees covered by this Agreement. Such work or work of the same type but serving the same function, whether performed by presently or normally used processes or equipment or by new or modified processes or equipment, shall be assigned to the employees covered by this Agreement.

XX.9 The parties agree to jointly develop a process for an annual audit to detect bias in AI tools that may be deployed, including, but not limited to racial, gender, language or ethnic bias. The parties may agree to join other such processes in lieu of developing a stand-alone process.

NEW ARTICLE YY

SHARED SERVICES AGREEMENTS

CSUEU proposes to adopt the Interim Memorandum of Understanding for the San Francisco Bay Area Regional Network (SFBRN) (reproduced below) into a separate article to apply to all future Shared Services Agreements.

This Memorandum of Understanding (“MOU”) is entered into by and between the Board of Trustees of The California State University, through its California State University, East Bay, San Francisco State University and Sonoma State University campuses, (collectively “CSU” or “University”), and the California State University Employees Union (“CSUEU”), all of whom are designated collectively as the “Parties” to this MOU, regarding the impacts of the implementation of the San Francisco Bay Area Regional Network (“SFBRN”).

WHEREAS, California State Universities East Bay, San Francisco, and Sonoma are consolidating back-office administrative and transactional functions; and

WHEREAS, some employees from each of these campuses are being assigned to the SFBRN; and

WHEREAS, there is to be joint management of the SFBRN, and employees assigned to the SFBRN will report to appropriate administrators who are also assigned to the SFBRN.

The CSU and CSUEU agree to the following, codified in writing below, as **an interim agreement**, pending either full adoption through full contract negotiations or superseded by an agreement through full contract negotiations:

1. SFBRN and the 3 campuses will ensure that there are current and available organizational charts made available to CSUEU and located in a public facing location so that members of the campus community have access.
2. Employees assigned to the SFBRN will be encouraged to participate with their home campus community as well as more globally in the SFBRN. This includes, but is not limited to staff council, open forums, staff appreciation day, etc.
3. Employees assigned to the SFBRN will be evaluated based on their home campus’s established procedures and policies. The appropriate administrator evaluating an employee will be made aware, in writing, of the procedures and policies of the employee’s home campus and will be provided the resources to evaluate the employee.
4. Overtime opportunities shall take into consideration specialized skills and shall be offered in accordance with Provision 19.7 of the collective bargaining agreement (“CBA”) between the Parties.
5. Work schedules - scheduling employees assigned to departments in the SFBRN shall take into consideration the seniority and documented specialized skills the individual brings into the SFBRN.
6. Employees assigned to the SFBRN will follow the holiday schedules of their home campus.

7. Employees assigned to the SFBRN will follow the normal vacation and sick leave requesting processes established by their home campuses and the CBA. Managers will not normally deny leave due to differing academic calendars and/or official campus closures to an employee who has requested time off.
 8. Open positions within the SFBRN shall be posted by the campus where the vacancy exists. Prior to posting the position, Human Resources, in conjunction with the appropriate administrator for the vacant position, shall determine whether the core job duties of the vacant position require the employee to physically perform work at the campus where the vacancy exists. If it is determined that the core job duties of the vacant position require the employee to physically perform work at the campus where the vacancy exists, the position will remain at the campus that posts the position. If it is determined that the core job duties of the vacant position do not require the employee to physically perform work at the campus where the vacancy exists and if the selected candidate is an employee of one of the other two campuses that assign employees to the SFBRN, then the position will move to the home campus of the selected candidate. Prior to the position being posted the campus shall notify CSUEU headquarters. Upon request by the Union, the parties shall meet and management will consider any concerns the Union may have as to the determination of whether or not the core job duties must be performed in a localized setting. The parties agree the meeting will occur within ten business days of receiving the notice. If the Union decides NOT to meet with management over a position posting it will endeavor to notify the appropriate campus as soon as practicable. If the meeting does not occur within ten business days, the campus may proceed with the recruitment process. The campus retains the discretion to determine whether or not the core job duties must be performed in a localized setting.
 9. No personnel decisions related to the SFBRN, including hiring, reassignment, or reduction in force, shall be made for the purpose of displacing employees at a campus where employees are assigned to the SFBRN.
 10. In the event of a layoff of an employee assigned to the SFBRN, the other campuses will not hire additional persons to perform work of a similar nature of the department undergoing layoffs until the laid off employee(s) has/have been offered the opportunity to be rehired pursuant to the provisions of the CBA. This provision shall be applicable to any existing persons on the rehire list from the respective campuses at the time of signing.
 11. The three campuses agree to follow Article 3 of the CBA as it relates to existing agreements between a 3rd party vendor and one of the three campuses before such agreement may be used to provide services to either of the other two campuses.
 12. Travel between campuses will follow the CSU travel policy.
 13. CSUEU agrees to dismiss, with prejudice, PERB Charge LA-CE-1490-H with each party bearing its own costs and fees.
- II. Any dispute regarding the enforceability or the terms of this MOU will be adjudicated in accordance with the grievance procedures contained in Article 7 of the CBA.
 - III. This MOU does not establish precedent at San Francisco State, CSU East Bay, Sonoma State, or any other campus within the CSU.

Article	CSU Proposal 8/11/26	CSUEU Response 8/19/26
Article 3: Management Rights	Status Quo	Reject
Article 4: Effect of Agreement	Status Quo	Accept
Article 5: Union Rights		Status Quo
Article 6: Concerted Activities		Status Quo
Article 7: Grievance Procedure	Status Quo	Reserved
Article 8: Complaint Procedure	Status Quo	Reserved
Article 11: Personnel File	Status Quo	Accept
Article 13: Resignations	Status Quo	Accept
Article 16: Leaves of Absence without Pay	Status Quo	Accept
Article 17: Assignment/Reassignment		Status Quo
Article 18: Hours of Work	Status Quo	Accept
Article 19: Overtime	Status Quo	Reject
Article 22: Professional Development	Status Quo	Accept
Article 23: Health and Safety	Status Quo	Reject
Article 25: Non-Discrimination	Status Quo	Accept
Article 27: Labor Management Committees	Status Quo	Accept