

CSUEU's Units 2, 5, 7 and 9 Counterproposals
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 3

MANAGEMENT RIGHTS

- 3.1 The CSU retains and reserves unto itself, without limitation, whether exercised or not, all powers, rights, authorities, duties, and responsibilities which have not been specifically abridged, delegated or modified by this Agreement.

Contracting Out

- 3.2 When the CSU deems it necessary in order to carry out ~~the mission and operations of the campus~~ unusual or extraordinary tasks, the CSU may contract out work to external vendors and third-party providers of services provided that the contracting out does not displace bargaining unit employees or work. "Displacement" includes layoff, demotion, involuntary transfer to a new classification, involuntary transfer to a new satellite campus location or a location requiring a change of residence, and involuntary timebase reductions. "Work" includes tasks, duties, and functions historically and traditionally performed by employees within one of the recognized CSUEU union bargaining units. Contracting out may not be used to avoid temporarily or permanently increasing CSU staff without agreement with CSUEU.

Long-Term Contracting Out

- 3.3 Long-term contracting out shall mean contracting out work which is more than one hundred eighty (180) days.
- 3.4 The CSU shall notify the Union when contracting out is to be on a long-term basis for an initial long-term contract. Notice to the Union shall be no later than one hundred twenty (120) days prior to the commencement of long-term contracting out.
- 3.5 In emergency circumstances, when the University enters into a contract under which long-term contracting out will commence in less than forty (40) days, when possible, notification shall be made two (2) weeks prior to implementing the contract, but in no event later than ten (10) working days after commencement of the long-term contracting out.
- 3.6 The Union may request to meet and confer to bargain on the decision and impact of long-term contracting out work within 30 days of receiving notice from the CSU. The CSU and CSUEU shall schedule a meet and confer for this purpose within thirty (30) days of such a request.

Successor Contracts

Commented [BN1]: 6/26/26: Union rejects ER counterproposal and restates its original proposal.

Commented [BN1R2]: 9/18/26: Union holds to its proposal.

- 3.7 CSU shall notify the Union prior to contracting out for a successor contract. Notice to the Union shall be no later than ninety (90) days prior to contracting out. If there is no Request for Proposal, the CSU shall notify the Union no later than ninety (90) days prior to the commencement of the contracting out. Within thirty (30) days, the Union shall inform the CSU whether or not it wishes to meet and confer and bargain the decision and impacts of contracting out for a successor contract.

Contracting Out Information

- 3.8 Prior to meeting and conferring on long-term contracting out or contracting out under a successor contract, the University will provide to CSUEU all existing relevant written information, which may include, the Request for Proposal, copies of all bids received, any cost analysis used by the University to evaluate the need for contracting out, any draft agreements, and copies of all consultants' reports, if any, used by the University in making its decision regarding contracting out. ~~The meeting will not delay the commencement of the contracting out.~~

ARTICLE 5

Commented [BN2]: 6/26/26: Union rejects ER counterproposal and counters with current contract language. ER proposed changes are **bolded**. ER proposed additions are ~~struckout~~.

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

Commented [BN3]: 9/18/26: Union counters with a 3 times a year list.

5.9

AB 119 requires the CSU to provide the name, job title, department, work location, work, home, and a 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. The University shall provide for each new hire the personal cellular telephone and personal email address to the Union via email (neonotification@csueu.org) prior to the first day of work when it possesses such information.

~~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

AB 119 requires the CSU to provide the name, job title, department, work location, work, home, and a 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 on employee reports sent to CSUEU. The CSU shall provide the required information by January 15 (as of Dec 31), May 15 (as of Apr 30), and September 12 (as of Aug 31) of each year.. Notwithstanding this provision, the CSU shall supply information at any time upon request of CSUEU.

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 AND at least the following fields: Last Name, First Name, Campus, EmployeeID (if different from Unique Identifier), BU, AP, Agency, Division, Sub Division, Classification, Range, Classification Abbreviation, Timebase, Anniversary Date, Classification Date, Hire Date, Appointment Expiration Date, Salary, Base Pay + RC, Department Code, Department Name, Funding Source, LOA, Probation Code, Step Structure, Step Grade, Step, Classification series date, Classification-grade date.

~~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**Commented [BN4]:** 9/18/26: Union accepts 6.X3 and rejects 6.X2.**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.X2 In the event the Union calls for or engages in a strike, employees will be presumed not to be performing work during the strike period unless they affirmatively notify their appropriate administrator at the start of each workday of their intent to work that day. An employee who fails to provide such notice will be treated as not having worked for that day, and compensation will be issued only for days on which the employee performs work.~~
- 6.X3 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

Commented [BN5]: 9/18/26: Union proposes a working group to consider changes to the recruitment process. Arts 9, 10 and 12 are proposed as a package.

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.XX The parties shall convene a working group to review and consider changes to this Article and CSU policies to enhance and improve recruitment practices.

- 9.2 At the discretion of the campus, position vacancies may be posted only on the campus for campus applicants.

- 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 9.5039 et seq. 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)~~ninety (90) days or less are not required to be posted. Emergency temporary appointments may not exceed ~~one hundred eighty (180)~~ninety (90) days. ~~This period shall include time served in previous emergency appointments. An emergency appointment may not be used to fill the same position more than once every twenty-four (24) months unless mutually agreed upon.~~ 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)~~ninety (90) 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~~ at least four (4) cumulative time of one (1) 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~~ one (1) year of cumulative service. ~~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 who has served less than one (1) year of cumulative service.~~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

Commented [BN6]: 9/18/26: Union accepts ER proposal as part of a part of a package of Arts 9, 10 and 12.

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

Commented [BN7]: 9/18/26: Union counters with revised language for clarity. This is part of a package with Arts 9, 10 and 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 employee has received related written reprimands or discipline, or 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

Commented [BN8]: 9/9/26: Union counters by offering to withdraw its improved accrual schedule in exchange for ER accepting the remainder of its Art 14 proposals.

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.

			<u>Vacation Credit Per Monthly Pay Period</u>		
			<u>Days</u>	<u>Hours</u>	<u>Days</u>
Service Requirements				(Hourly Equivalent of 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)~~ 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 ~~forfeited by 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 ~~fourteen (14)~~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 ~~fourteen (14)~~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.

Commented [BN9]: From 15.23

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 ~~will~~ 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~~~~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:

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

- 14.17 An employee on a leave of absence without pay or in other non-pay status on a day a holiday is officially observed shall not be entitled to the holiday.
- 14.18 If a holiday falls on a scheduled workday during an employee's vacation or within a period of absence chargeable to sick leave, the holiday will not be charged to sick leave or vacation time.
- 14.19 A campus yearly calendar, including campus Holiday closures of the campus, shall be provided to the employees at least thirty (30) days before its effective date.
- 14.20 An employee shall be permitted to use accrued vacation or their Personal Holiday if the President closes the campus and there is an insufficient number of holidays scheduled to be observed during the closure. Employees eligible for CTO may use accrued CTO during periods of campus closure.
- 14.21 Should an employee not have vacation accrued, sufficient CTO balance or Personal Holiday to cover the scheduled days of closure, they shall be provided sufficient work prior to the scheduled closure to prevent any loss of pay or benefits. Such time worked shall be in accordance with Article 19, Overtime.
- 14.22 Employees, including cruise employees, who are in an academic year appointment are entitled to all days designated in the campus academic calendar as academic holidays, or any other day designated by the Governor for a public fast or holiday. If the timebase is less than full-time, this provision will be applied on a pro rata basis.

Personal Holiday

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

Holiday Work Compensation

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

ARTICLE 15**Commented [BN10]:** 9/18/26: Union accepts ER proposal.**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 five (5) consecutive regularly scheduled workdays shall receive pay for all hours the employee was regularly scheduled to work on those five (5) workdays, regardless of whether the five (5) consecutive workdays fall within one workweek or span two workweeks. If bereavement leave is used for fewer than five (5) consecutive regularly scheduled workdays 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 (18th) birthday, due to the birth, adoption, foster care assignment, or legal guardianship of the minor child(ren) with the employee.

An employee shall be entitled up to a maximum of 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 17

Commented [BN11]: 9/18/26: Union rejects ER proposal.
Language ER wishes to delete is highlighted.

ASSIGNMENT/REASSIGNMENT**Assignment**

- 17.1 An employee shall be informed as to the Appropriate Administrator to whom the employee shall be normally accountable. An employee may seek clarification of working instructions from such an Appropriate Administrator. Such clarification shall be provided in writing.
- 17.2 The Appropriate Administrator shall provide an employee with a copy of the employee's position description within one week of the employee's initial hire. After initial hire, upon the employee's request, the Appropriate Administrator shall provide the employee with a copy of the employee's position description if a current one is available. If a current one is not available, then the employee shall be provided with a copy of the employee's position description within thirty (30) days of their request. A copy of the position description signed by the employee shall be placed in the employee's official personnel file.
- 17.3 An employee may request, in writing, a meeting with the Appropriate Administrator to discuss a position description, reassignment, or work assignment. Such a meeting shall not be unreasonably denied.
- 17.4 If a position description is to be altered, the employee shall be provided with a copy of the altered position description at least seven (7) days prior to its effective date. The position description shall reflect the employee's responsibilities and duties assigned by the Appropriate Administrator and shall be consistent with the classification standard assigned to the employee's position.
- 17.5 Appropriate Administrators may occasionally perform Bargaining Unit work on a minimal basis for reasons which include, but are not limited to: instructing employees, emergencies, developing new methods and procedures, and safety.
- 17.6 Student assistants may be assigned duties as defined by HEERA, within the classification and qualification standards that are applicable to bargaining unit employees.
- 17.7 The CSU agrees to immediately meet and confer on the bargaining unit impact of Provisions 17.5 and 17.6 of this Article when it determines that there may be a need for implementation of any procedures in Article 24, Layoff. **In the event of layoff, and, during the time any employee remains on a reemployment list, the number of student assistants' hours and the number of administrators in a department undergoing layoff shall not be increased for the purpose of performing bargaining unit work.**

Permanent Reassignment

- 17.8 Employees may be reassigned to another position in the same classification and skill level as the employee's existing classification and skill level.

- 17.9 An employee shall be provided with written notice of permanent reassignment to another position fourteen (14) days prior to the effective date of such a reassignment. If the permanent reassignment is to or from a position at a satellite campus, the employee will receive thirty (30) days' notice of such a reassignment. If more than one (1) employee requests an opportunity for reassignment to the same position, the Appropriate Administrator shall give consideration to seniority provided that operational needs are met.
- 17.10 An employee may request in writing a lateral reassignment to a posted position that is the same classification and skill level as the employee's existing classification and skill level. An employee reassigned under this provision shall be paid at least the same salary rate as that of their previous position.
- If more than one (1) employee requests an opportunity for reassignment to the same position, the Appropriate Administrator shall give consideration to seniority provided that operational needs are met.

Temporary Reassignment

- 17.11 The President may temporarily assign an employee to a position in a higher or lateral classification or temporarily reclassify an employee for the performance of duties in a higher classification. The President may temporarily effect an in-class progression for the performance of duties at a higher skill level in the same or a different position. Such a temporary assignment or temporary in-class progression may be for up to six (6) months, and shall be consistent with this Article and/or Article 22, Professional Development. Such an assignment may be extended beyond six (6) months, but for not longer than another twelve (12) months, by mutual agreement of the President and the employee. An employee shall be provided with written notice of such a temporary assignment of duties of another classification or temporary in-class progression at least seven (7) days prior to the effective date.
- 17.12 An employee shall begin to receive the appropriate compensation of the higher classification or skill level from the effective date specified on the written assignment for the performance of duties to a higher classification or skill level.
- 17.13 An employee serving in a temporary assignment of duties of another classification or temporary in-class progression shall be provided with a letter of verification of such service. A copy of such a verification letter shall be placed in the personnel file of the employee.
- 17.14 At the end of the temporary assignment of duties of another classification or temporary in-class progression, the employee shall be returned to the employee's permanent assignment with the same status as they would have had if they had not been granted such a temporary assignment or temporary in-class progression.

Classification Studies

- 17.15 When the CSU determines that a study to develop new classifications or to revise current classifications is necessary, the CSU shall notify the Union. Within thirty (30) days of such notification, the Union may request to meet with the CSU to discuss the classification study. The Parties agree to meet and discuss the classification study within sixty (60) days of the University providing draft classification information to the Union. Such a meeting shall be held at the Office of the Chancellor, unless both parties agree to meet at a campus.
- 17.16 When the CSUEU believes that a study to develop new classifications or to revise current classifications is necessary, the Union may submit a written request and submit data in support of the request to the CSU. The parties agree to meet and discuss CSUEU's classification request within sixty (60) days of receiving the request.
- 17.17 The CSU shall notify the Union of the establishment of any new bargaining unit classification(s). The Union may, within thirty (30) days of such notification, request the University meet and confer on the impact of the implementation of any such newly established or revised bargaining unit classification(s). The Parties agree to meet within sixty (60) days of the request to meet and confer.

Outside Employment

- 17.18 Outside employment shall not conflict with the responsibilities and duties of the employee to the CSU.

ARTICLE 19**OVERTIME**

Commented [BN12]: 9/18/26: Union withdraws its overtime after 8 proposal in exchange for ER accepting the rest of the proposal.

Overtime Compensation

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

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

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

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

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

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

- a. Take the time off at the beginning of the next work shift; or
- b. Take the time off at the end of the shift; or
- c. Work the entire shift; or
- d. Change the employee's start time for that day until eight (8) hours after the completion of the overtime assignment and then working the number of hours the employee is normally scheduled to work.

If the employee takes the time off at the beginning or end of the shift pursuant to 19.5 (a) or (b) above, the employee has the option of using any accrued leave credits

for the hours missed or taking off the hours missed as noncompensable time off the clock and, therefore, reducing the number of hours worked pursuant to provision 19.1.

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

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

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

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

Compensatory Time Off (CTO)

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

19.10 ~~When possible, the scheduling of earned CTO shall be by mutual agreement of the employee and the Appropriate Administrator. Upon reasonable notice to the employee, the Appropriate Administrator may direct the employee to take earned CTO.~~

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

19.12 CTO shall be accrued in accordance with Appendix XX. Upon request of the employee, the Appropriate Administrator shall provide an accounting of the employee's CTO balance.

19.13 When an employee is separated from service, the employee is entitled to a lump-sum payment for any earned CTO by reason of previous overtime worked.

19.14 Overtime eligibility and overtime rates shall be by classification. Such eligibility and overtime rates by classification are listed in Appendix C and incorporated by reference.

Extended Work Hour Meal Allowance

19.15 When an employee is required to work two (2) or more hours before or after a regularly scheduled workday, the employee may claim the cost of each meal up to the maximum of ~~fifteen (15)~~ twenty-five (25) dollars. All claims for extended work hour meal reimbursements must be supported by a receipt and shall be submitted within thirty (30) calendar days. The time taken to consume the meal will not be included in the computation of extended work hours for the purpose of this allowance.

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

19.16 Overtime shall ~~not~~ include time spent in travel to and from ~~the remote~~ work sites ~~except and~~ as provided for in Article 22, Professional Development.

Call-Back

19.17 Call-back work is work performed at a time outside of and not continuous with an employee's regular work schedule. A non-exempt employee called back to work shall receive no less than three (3) hours pay at the overtime rate unless such call-back is within three (3) hours of the beginning of the employee's next shift, in which case the employee shall only be paid for the hours remaining before the beginning of the employee's next shift.

19.18 An employee may be called back to work ~~in reverse seniority order at the discretion of the Appropriate Administrator~~. The Appropriate Administrator shall endeavor to assign call-back work on a volunteer basis. If no volunteers are available, or in an emergency situation, the employee who is called back shall be required to work.

19.19 When it is necessary for exempt employees to be called back to work, the Appropriate Administrator shall authorize informal adjustments in their work hours.

On-Call Time

19.20 On-call time is time outside of an employee's regular work schedule but during which an employee must be available to report to work if deemed necessary by the Appropriate Administrator. On-call time is not compensable. If an on-call employee is contacted by an Appropriate Administrator for the purpose of performing work, then Provisions 19.17 - 19.19 shall apply.

19.21 When the CSU determines that an employee shall be placed on call, the employee may use the employee's on-call time for the employee's own purposes, subject to the employee being reachable by leaving a telephone and/or text number where the employee can be contacted while on call. If contacted by the Appropriate Administrator, the employee shall report

to work within a reasonable period of time. On call assignments shall not be unreasonably assigned.

ARTICLE 20**SALARY**

Modify Article 20 to effectuate the following:

1. Full implementation of steps effective July 1, 2026
2. 3% bonus (\$31M) for 2025-26 to be distributed as follows:
 - a. To individuals who would have been moved more than one step had the contingency been triggered: a sum equal to the cumulative increase in pay from October 1, 2025 to June 30, 2026 (Approx \$27.93M)
 - b. The remainder and the interest to be distributed to all remaining staff as a signing bonus in equal dollar amounts, based on FTE of \$500 per full time employee.
3. SSA of 7% effective July 1, 2026
 - a. 7% GSI for people not on steps
 - b. Bonus of 7% for Red Circle
4. SSA of 5% effective July 1, 2027
 - a. 5% GSI for people not on steps
 - b. Bonus of 5% for Red Circle

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 CSUEU Benefit Eligible Employees

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

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

HEERA shall be subject to negotiation upon 30-day notice by a party to this agreement.

Health

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

Commented [BN13]: 9/18/26: Union counters with single union committee.

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.

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.

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.

Vesting

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

Dental

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

Vision Care

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

Health Care Reimbursement Account

- 21.8 All eligible bargaining unit employees shall be entitled to participate in the CSU Health Care Reimbursement Account (HCRA) Plan. The terms of this plan shall be determined by CSU and IRS regulations. All administrative costs for participation shall be paid by participating employees.

Life, Accidental Death and Dismemberment Insurance

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

Commented [BN14]: 8/11/26: Union holds to last proposal.

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.

Commented [BN15]: 8/11/26: Union holds to last proposal.

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

The ~~three thousand dollars (\$3,000)~~ 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~~ seven hundred fifty dollars (\$~~250~~750.00).

Commented [BN16]: 8/11/26: Union holds to last proposal.

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.

Commented [BN17]: 9/18/26: Union accepts ER proposal.

- ~~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. 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.
- b. 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.
- c. 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.

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)~~ Five hundred dollars (\$500) per calendar year for the replacement and maintenance of uniforms, subject to CSU accountable plan regulations. Such employees shall be responsible for the purchase and maintenance of uniforms for employment.
- 21.23 All employees in Class Codes 8800-8802 (Police Dispatcher) ~~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-three~~ hundred and fifty dollars (\$250/350) per calendar year, subject to CSU accountable plan regulations.
- 21.24 Uniform reimbursements shall be excluded from the Public Employees' Retirement Plan's definition of compensation.
- 21.25 All deductions from the lump-sum payment for uniform reimbursement shall be in accordance with state and federal law.
- 21.26 Employees may submit reimbursement claims up to the annual maximum as stated in 21.22 and 21.23 for uniform replacement and maintenance costs on a monthly basis. Reimbursements will be processed in accordance with campus accounting procedures. No employee shall be required to expend more than the amount indicated in Provisions 21.22 and 21.23 above on the replacement and maintenance of uniforms in a calendar year.
- 21.27 When the CSU provides a uniform to an employee, the employee is required to wear that uniform. The CSU will provide a reasonable number of uniforms and will replace them as necessary and as determined by the Appropriate Administrator.
- 21.28 The employee may request an advance for the uniform purchase at time of initial hire.
- 21.29X All employees in any classification required to wear protective footwear shall be reimbursed actual costs for purchase, replacement and maintenance up to two hundred dollars (\$200). If such employees are required to wear steel toe boots, they shall instead be reimbursed actual costs for purchase, replacement and maintenance up to three hundred dollars (\$300).

Commented [BN18]: 8/11/26: Union holds to last proposal except for the addition of Security Officers.

Commented [BN19]: 8/11/26: Union holds to last proposal.

Commented [BN20]: 8/11/26: Union holds to last proposal.

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:

Commented [BN21]: 8/11/26: Union holds to last proposal.

- | | | |
|----|------------------------|---------------------------------|
| 1. | Waive medical & dental | \$ 140-550 per month |
| 2. | Waive medical only | \$ 500+28 per month |
| 3. | Waive dental only | \$ 50+2 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-conditions~~ of this Plan shall be determined by the CSU. All administrative costs for participation shall be paid by the participating employees.

Part-Time Employees Retirement Plan

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

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

Golden Handshake

- 21.39 If, during the life of this Agreement, the Office of the Governor and the Department of Finance advise the CSU of the availability of the early retirement program (so-

called "Golden Handshake") for CSUEU-represented employees, the University agrees to notify the Union and, upon written request from the Union, to meet and confer regarding said availability.

Public Transportation Incentives

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

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

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

Housing Assistance Programs

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

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

Erroneous Denials of Coverage

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

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

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

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

Commented [BN22]: 8/11/26: Union holds to last proposal.

NEW ARTICLE XX**Commented [BN23]:** 9/18/26: Union proposes to limit this article to initiatives of greater than \$1M.**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 major AI purchase, trial, implementation or deployment of a value of greater than one million dollars 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**Commented [BN24]:** 9/18/26: Union proposes to restrict its proposal to major initiatives.**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 between universities to encompass the work of one or more departments.

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 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, 2028~~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-

Commented [BN25]: 9/18/26 Union counters with a 2 year agreement.

Appendix F**Commented [BN26]:** 8/11/26: Union reserves response at this time.

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

In addition to the above, the Parties shall perform a comprehensive review of a list of certain agreed upon classifications including compensation, starting January 1, 2027, to be completed in time for adjustments to be implemented July 1, 2027. This list must include Athletic Trainers, Laborers, Gardening Series, Performing Arts Tech Series, Technology Support Series, Heavy Equipment Operators, PAs and NPs.

Articles	ER 9/9/26	Union 9/18/66
Article 3: Management Rights	Status Quo	Union proposal
Article 7: Grievance Procedure	Status Quo	Union question
Article 8: Complaint Procedure	Status Quo	Union question
Article 19: Overtime	Status Quo	Union proposal
Article 24: Layoff	Status Quo	Status quo
Article 26: Cruise Employees	Status Quo	Status quo