

**ARTICLE 5**  
**UNION RIGHTS**

**Use of Facilities**

- 5.1           Upon request of the Union, the CSU shall provide at no cost adequate facilities not otherwise required for campus business for union meetings that may be attended by employees during non-worktime.
- 5.2           The Union shall bear the cost of all campus materials and supplies incident to any union meeting or union business conducted on campus.

**Campus Communication**

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

**Bulletin Boards**

- 5.4           The Union shall have the use of an adequate number of designated bulletin boards for the posting of union material. Such bulletin boards shall be visible, accessible to employees, and in areas frequented by employees.
- 5.5           A copy of union material posted on bulletin boards and union material intended for general distribution to employees through campus mail service shall be provided in a timely manner to the Appropriate Administrator. The Union shall exercise responsibility for the content of such union material.

**Union Business**

- 5.6           Union business involving employees shall be conducted during non-worktime except as provided for elsewhere in this Agreement. Union business shall not interfere with the campus programs or operations.
- 5.7           As a courtesy, the Appropriate Administrator shall be notified of the presence of a Union Representative who is not a campus employee either upon their arrival at the campus or by telephone in advance of arrival. As a courtesy, upon such notification, the Appropriate Administrator shall provide such a Union Representative with a daily parking pass at no cost to the Union.

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

#### Employee Lists

- 5.9 AB 119 requires the CSU to provide the name, job title, department, work location, work, home, and 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.**

- 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. The CSU shall provide the required information by November 15 and May 15 of each year based on data available as of October 31 and April 30 of each year. Notwithstanding this provision, the CSU shall supply information at any time upon request of CSUEU.**

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

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

#### Release Time for Union Business

- 5.11 a. The CSU shall provide release time for up to ten (10) people employed by the CSU for each scheduled meet and confer session. Normally, the Union shall provide the Office of the Chancellor and the relevant campus(es) with the names of the employees for whom release time is being requested at least seven (7) working days prior to the commencement of the meet and confer session(s). Additional release time shall be provided on an individual basis to meet special needs related to transportation and work schedules. Upon the Union's request, such additional release time may include granting no more

than one (1) additional day prior to the scheduled meet and confer session for an employee whose workday ends between midnight and 6:00 a.m. The parties may mutually agree to provide release time for bargaining unit members to caucus upon request by CSUEU. Upon request an employee on the bargaining team on swing or graveyard shift shall be reassigned to the day shift for the duration of bargaining.

- b. Up to seven (7) employees designated by CSUEU shall be provided with release time to attend Board of Trustees meetings. Such requests shall be submitted to the Office of the Chancellor and the relevant campus(es) Human Resources Office at least seven (7) working days prior to the Board of Trustees meetings in order to minimize the impact on campus operations and to arrange the appropriate release time.
- c. Upon request of the Union, the President may authorize an unpaid leave of absence for any Union Representative for up to one year for union business. Such request shall be submitted to the Office of the Chancellor, with a copy sent to the relevant campus(es). Such leave shall not be unreasonably denied and, if granted, shall conform to Article 16, Leaves of Absence Without Pay.
- d. The CSUEU and the CSU agree that an annual allotment of five hundred seventy-six (576) days will be available, as requested by CSUEU Headquarters, for use by employees of Bargaining Unit 2, 5, 7 and 9 provided that all the requirements of Provision 5.6 are met.
  - 1. The allotment of five hundred seventy-six (576) days will be used on a fiscal year basis from July 1 through June 30 of each year of the Agreement. Any days that both parties agree are unused at the end of the fiscal year become available for use of CSUEU in accordance with the requirements of this provision.
  - 2. CSUEU Headquarters shall submit to the CSU thirty (30) working days in advance of the first date of leave requested the names of the Union Representatives at each campus who shall be eligible for such leave.
  - 3. Requests for release time under this provision shall be submitted in writing by CSUEU Headquarters to the CSU Headquarters, with a copy to the relevant campus(es). The request shall be submitted to CSU Headquarters, with a copy to the relevant campus(es), at least seven (7) working days in advance of the requested time off. Any request not received seven (7) working days in advance shall be deemed denied. Once a request is submitted, it will normally not be changed. The Union will notify the CO within thirty (30) days if the approved leave is not used. Leave requests that are not used shall be restored to the 5.11 (d) pool.

4. The campus shall grant such requests, provided operational needs are met. If release time is denied, the campus shall provide a written explanation of the reason(s) for the denial.
5. CSUEU shall provide to the CSU a quarterly report of leave used under this provision. The report shall be submitted by the end of the month following the end of each quarter (April 30, July 31, October 31, and January 31). Each campus will also submit to the Office of the Chancellor a list of the leave used on their campuses under this provision by the same deadline.
6. The Office of the Chancellor will work with CSUEU to reconcile any discrepancies.

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

#### Union Leave

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

- a. Such a leave may be partial or full-time and shall not be less than one (1) day for exempt employees and shall be on an hour for hour basis for non-exempt employees. No leave may be more than one (1) year in duration. An employee on such a leave shall continue to earn service credit and retirement credit. An employee on such a leave shall have the right to return to their former position upon expiration of the leave. Such a leave shall not constitute a break in the employee's continuous service for the purpose of salary adjustments, sick leave, vacation or seniority.
- b. The CSU shall be reimbursed by the Union for all compensation paid the employee on account of such leave plus forty-two percent (42%) for incidental costs. Within ninety (90) days of the date the release time was taken, the CSU shall submit to the Union an itemized billing.
- c. Reimbursement by the Union shall be made no later than thirty (30) working days after its receipt of the CSU certification of payment of compensation to the employee.
- d. Such a union leave in accordance with this Article shall also be provided to a bargaining unit employee upon becoming a Statewide CSUEU Officer, to a

maximum of three Statewide Officers systemwide.

- 5.14 Each campus shall provide CSUEU Headquarters with a static email address for the purpose of requesting release time and union leave (e.g., csueu.leave@campusdomain.edu). CSUEU will be notified before any changes are made to this address.
- 5.15 An employee shall not suffer reprisals for participation in union activities, including, but not limited to, filing and processing grievances or complaints under Articles 7 and/or 8 of this Agreement.

#### Union Orientation

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

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

#### Union Security

- 5.17 ~~The CSU agrees to advise~~ Pursuant to Government Code Section 1153 and as authorized by HEERA, the State Controller's Office (SCO) ~~to~~ shall deduct from employee's pay warrants and transmit to CSUEU all authorized deductions from all CSUEU members within the bargaining units (2, 5, 7 and 9) who have signed and approved authorization cards for such deduction on a form provided by CSUEU, less necessary administrative costs incurred by the SCO to the extent such deductions are permitted by law.
- 5.18 The written authorization for CSUEU deduction shall remain in full force and effect during the life of this Agreement provided, however, that any employee may withdraw from CSUEU by sending a withdrawal letter to CSUEU within thirty (30) calendar days prior to the expiration of this Agreement.
- 5.19 Upon movement of an employee out of the bargaining unit, the employee may elect to withdraw from CSUEU. Such withdrawal shall not be permitted if the employee moves to another bargaining unit in which CSUEU is the exclusive representative and in which the Agreement contains a provision such as 5.18 above.
- 5.20 The amount of dues deducted from the CSUEU members' pay warrants shall be sent to CSUEU and changed by the CSU/SCO upon written request of CSUEU.
- 5.21 Employees shall be free to join or not to join the Union.

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

Office Space

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

## ARTICLE 10

### EMPLOYEE PERFORMANCE

- 10.1 Permanent employees shall be subject to an annual performance evaluation.
- 10.2 A probationary employee shall be evaluated by the end of the third (3<sup>rd</sup>), sixth (6<sup>th</sup>), and eleventh (11<sup>th</sup>) 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.**
- 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 14**  
**VACATIONS AND HOLIDAYS**

**Vacations**

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

**Vacation Accrual**

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

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

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

**Vacation Credits**

- 14.4 For purposes of computing vacation credit, an employee who works eleven (11) or more days in a monthly pay period is considered to have completed a month, a month of service, or continuous service. When an absence without pay of more than eleven (11) consecutive working days falls into two (2) consecutive qualifying monthly pay periods, one (1) of the pay periods is disqualified.
- 14.5 An authorized leave of absence without pay shall not be considered service for the purpose of vacation accrual.
- 14.6 Vacation credits are cumulative to a maximum of three hundred and twenty (320) working hours for ten (10) or less years of qualifying service or four hundred and forty (440) working hours for more than ten (10) years of such service. Accumulation in excess of this amount as of January 1 of each year shall be forfeited by the employee. An employee shall be permitted to carryover more than allowable credits when the employee was prevented from taking enough vacation

to reduce the credits because the employee (1) was required to work as a result of fire, flood, or other extreme emergency; (2) was assigned work of priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; or (4) was prevented from using vacation previously scheduled to be taken in December because of being on paid sick leave.

- 14.7 A probationary employee shall not take vacation until completion of one (1) month in work status, unless by mutual agreement.

#### Vacation Requests

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

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

In all cases the Appropriate Administrator shall respond in writing, either approving or denying the request. The response shall be provided as soon as possible, but no later than fourteen (14) days after the submission of the employee's written request. If the Appropriate Administrator has not provided a response to an employee's vacation request within fourteen (14) days, the employee may elevate their request to the next level Appropriate Administrator. The next level Appropriate Administrator shall respond in writing, either approving or denying the request. **If such leave is denied due to campus operational needs, at the employee's request, the Appropriate Administrator shall explain in writing to the employee the campus operational needs.** The response shall be provided as soon as possible, no later than seven (7) days after employee's elevation of the request.

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

- 14.9 Whenever an employee's accrued vacation amount will exceed or has exceeded the maximum accrual by the end of the calendar year as a result of the denial of one or

more requests by the employee to schedule and use vacation in the last quarter of the calendar year, the following procedure shall apply:

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

#### Lump Sum Payment

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

#### Holidays

- 14.11 The holidays designated in this Article are intended to be a day off of a regularly scheduled workday, except as provided in provision 14.16. The amount of time an employee has off for the Holiday without a loss in pay shall be the number of hours the employee is normally scheduled to work.
- 14.12 The following paid holidays, except as provided in Provision 14.14 below, shall be observed on the day specified:
- a. January 1
  - b. Third Monday in January (Martin Luther King Jr. Day)
  - c. March 31 (**Farmworkers Day** ~~Cesar Chavez Day~~)
  - d. June 19 (Juneteenth)

- e. July 4
- f. First Monday in September (Labor Day)
- g. November 11 (Veteran's Day)
- h. Thanksgiving Day
- i. December 25
- j. Any other day designated by the Governor for a public fast or holiday.

14.13 The paid holidays listed in this provision shall be observed on the day specified unless they fall on a Saturday or Sunday, or are rescheduled for observance on another day by the President.

- a. Third Monday in February (Washington's Birthday)
- b. February 12 (Lincoln's Birthday)
- c. Last Monday in May (Memorial Day)
- d. Admission Day
- e. Second Monday in October (Columbus Day)

14.14 Any holiday listed in this Article which falls on a Saturday shall be observed on the preceding Friday. Any holiday in this Article which falls on a Sunday shall be observed the following Monday.

14.15 The amount of time off an employee shall receive with no loss in pay to observe the holiday is as provided below:

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

14.16 An intermittent employee is entitled to holiday pay based on the number of hours worked in the month the holiday is observed in accordance with HR/Leaves 2014-

02, or in any superseding Technical Letter, if applicable, in accordance with the following table:

| <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 14.24~~5~~, Holiday Work Compensation, of this Article.

## ARTICLE 17

### 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 20

### SALARY

- 20.1 ~~Prior to the implementation of Provision 20.5,~~ The salary schedule for bargaining unit employees in Units 2, 5, 7, and 9 shall be found in Appendix E and incorporated in this Agreement by reference. ~~Effective October 1, 2025, assuming the contingency in Provision 20.5 is met, the salary schedule that pertains to bargaining unit employees in Units 2, 5, 7, and 9 shall be the schedule found in Appendix F of this Agreement as modified by mutual agreement.~~
- 20.2 ~~Prior to the implementation of Provision 20.5,~~ An employee in the classifications set forth in Appendix F shall continue to be assigned a salary rate within the salary range or sub-range appropriate to the employee's classification. ~~After implementation,~~ All other employees shall always be placed on a step appropriate to their classification.
- 20.3 Employee compensation programs, including the General Salary Increase (GSI), the Salary Structure Adjustment (SSA) and Step Progression, shall be implemented only in fiscal years in which the parties expressly agree to such programs or agree to provide increases in such programs. ~~There are no SSAs during the term of this agreement. There are no Step Progressions during the term of this agreement except those provided pursuant to 20.24 below.~~
- 20.4
- a. For fiscal year 2026-27, effective at the start of the first pay period following union ratification of the successor agreement, each employee who is in active status (or on leave) as of the date of ratification shall be placed on the salary step corresponding to the employee's cumulative length of service in their current classification at their current campus ("Target Step"). Cumulative length of service is defined in Side Letter of Agreement #4, and placement shall be consistent with Appendix E.
  - b. For fiscal year 2027-28, the CSU will fund a 3% compensation pool that will be distributed as agreed upon by the parties.
  - c. For fiscal year 2028-29, the parties shall have the option to re-open negotiations on both Articles 20 and 21 (Salary and Benefits) by providing a written request to the other party. A request to open one Article automatically opens both. This re-opener can only be requested after the Governor has released the May Revise, but prior to July 31, 2028.

#### General Salary Increase (GSI)

- a. ~~For fiscal year 2023/2024, effective July 1, 2023, all bargaining unit employees in~~

~~active pay status (or on leave) as of October 31, 2023 shall receive a GSI of five percent (5%)~~

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

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

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

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

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

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

~~If the CSU agrees to provide another CSU bargaining unit with a General Salary Increase in excess of 5% for fiscal year 2024/ 2025, then the Union may request to re-open negotiations on Provision 20.4 b. for fiscal year 2024-2025. The request must be made within 60 days of final ratification of such an agreement. A General Salary Increase is understood to be an across-the-board percentage increase, in the same amount, for all employees in that bargaining unit. If the parties cannot reach an agreement regarding the reopener and after the parties complete the statutory impasse procedures under HEERA, Article 6 (Concerted Activities) shall be suspended.~~

20.5 ~~Effective October 1, 2025, the CSU will transition employees to a new salary step structure as outlined in Appendix F as modified by mutual agreement.~~

~~A. Assuming that the below contingency is met, employees will be placed on a step corresponding to the highest of the following:~~

~~1. The salary step that corresponds to the employee's cumulative length of service in their current classification at their current campus (Target Step). Cumulative length of service is defined in the related MOU set forth in Side Letter 4. The placement shall be consistent with the chart in Appendix F. Employees moved to a new classification, as a result of the new classification standards covered in the related MOU set forth in Side Letter 5, shall retain their cumulative length of service from their prior classification.~~

~~2. The closest (higher) salary step to their current salary.~~

~~3. Current pay rate for any employee whose current salary is higher than the top step of their classification.~~

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

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

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

#### Salary Structure Adjustment (SSA)

20.6 An SSA is a percentage increase applied to all steps within a classification.

**For fiscal year 2026/2027, effective at the start of the first pay period following union ratification of the successor agreement, there will be a one percent (1%) SSA to all classifications.**

### Step Progression

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

### Shift Differential

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

Pay Plans

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

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

#### Additional Increases

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

#### Bonus Plans

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

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

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

### **In-Range Progression**

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

- ~~• New lead work or new project coordination functions given to an employee on an on-going basis by an Appropriate Administrator where the classification standard/series do not specifically list lead work as a typical duty or responsibility; and,~~
  - ~~• Other salary related criteria.~~
- ~~e. Where an employee has been notified in writing that the employee's in-range progression was denied solely due to a lack of funds, upon the employee's request, the employee's in-range progression application shall be re-evaluated in the following fiscal year.~~
- ~~d. A request for an in-range progression review may be submitted by the employee or manager. A management initiated request for an in-range progression may cover more than one employee. Employee initiated in-range progression requests shall be submitted to the Appropriate Administrator before being forwarded to Human Resources. An employee shall not submit a request for an in-range progression prior to twelve (12) months following receipt of a response to any prior in-range progression requests. If an administrator has not forwarded the request to Human Resources within thirty (30) days, the employee can file the request directly with Human Resources.~~
- ~~e. In-range progression review of employee requests shall be completed within ninety (90) days after the request is received in Human Resources. If an employee receives a denial of request for an In-range Progression under this Article, then the campus shall provide the employee with a written reason for the denial.~~
- ~~f. Each campus shall develop guidelines and procedures for an in-range progression consistent with this Article.~~
- ~~The decision of the President, made in accordance with this provision, regarding the award of an in-range progression shall be final and shall not be subject to either Article 7, Grievance Procedure or Article 8, Complaint Procedure.~~
- ~~g. Funds for in-range progression may come from campus funds, and/or total settlement costs resulting from bargaining between the parties on salary matters.~~
- ~~h. No in-range progression request shall be accepted after December 31, 2024. All in-range progression requests submitted by December 31, 2024 shall be processed.~~

- ~~i. Provision 20.27 shall be eliminated effective June 30, 2025. The elimination of this provision is contingent upon the placement of employees pursuant to Provision 20.5.A.~~

Salaries for Classifications with Skill Levels and Sub-ranges

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

Salary Stipends

- 20.29 An employee shall receive a monthly salary stipend when assigned by an Appropriate Administrator to temporary project coordination or lead work functions. These supplemental work assignments are to be made in writing and must have a specific beginning and ending date.
- 20.30 At the decision of the Campus President or designee, an employee may receive a monthly stipend when (1) assigned, for a limited period of time, additional work or special projects over and above their regularly assigned duties or (2) required to maintain contact with their campus outside of their normal working hours on a regular basis. Remote contact shall include telephone, cell phone, wireless data access device, remote monitoring of any hardware or software device, and/or email notification regarding the status of a campus system.
- 20.31 The following provisions shall apply to the awarding of a stipend under provision 20.29 and 20.30, above:
- a. The stipend is paid on a month to month basis for the duration of the work assignment.
  - b. The stipend shall be a minimum of three percent (3%) of the base monthly salary rate to be paid on a monthly basis.
  - c. The decision of the Appropriate Administrator, made in accordance with this article regarding the supplemental assignment specified in provisions 20.29

and 20.30 above shall be final and shall not be subject to Article 7, Grievance Procedure.

### Red Circle Rates

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

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

#### Emergency Pay

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

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

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

#### Underpayment of Wages

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

#### Information Reports

- 20.41 The name, classification and campus of each recipient of an increase effective July 1, of each year (to include the GSI described in provision 20.4, if applicable), **In-range progression (described in provision 20.27)** together with the salary as of June 30<sup>th</sup> and the dollar amount of each increase awarded each recipient, shall

be reported annually to the CSUEU systemwide office no later than ninety (90) days following the implementation of such increases. The reports shall be in electronic format and shall identify the increases by category: GSI, Step Progression, SSA ~~IRP~~, and shall include expenditures from all funds.

## ARTICLE 21

### BENEFITS

#### Eligibility

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

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

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

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

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

## Health

- 21.4 Eligible employees and eligible family members as defined by CalPERS shall continue to receive health benefits offered through the CalPERS system for the life of this Agreement. Payment for those benefits shall be based on rates established by CalPERS for participating members.

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

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

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

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

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

**The Employer shall schedule meetings of the Work Group as appropriate to review and discuss relevant information concerning the health benefits program. The parties may exchange information reasonably necessary to carry out the Work Group's purpose.**

**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.**

**Through December 31, 2027, the Employer contribution shall continue to 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.~~ Effective January 1, 2028, the Employer contribution toward the cost of health benefits shall be determined in a fiscal year 27/28 benefits reopener. The parties shall re-open on Article 21 (Benefits) in fiscal year 27/28 with bargaining that shall commence no earlier than January 1, 2027.**

#### Vesting

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

#### Dental

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

#### Vision Care

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

#### Health Care Reimbursement Account

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

Life, Accidental Death and Dismemberment Insurance

- 21.9 The CSU shall provide eligible employees with a life insurance and accidental death and dismemberment insurance policy at no cost to the employee. This program shall provide life insurance and accidental death and dismemberment insurance during the term of employment in the amount of ten thousand dollars (\$10,000) each for both types of coverage. Effective the first day of the second month following ratification of this Agreement, the amount of coverage shall increase to fifty thousand dollars (\$50,000) each for both types of coverage.

Rural Health Care Stipend

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

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

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

The amount of the stipend shall be fifteen hundred dollars (\$1,500) per year for each eligible employee. Payment of the stipend shall be made prior to April 1 of the year of payment.

The fifteen hundred dollar (\$1,500) stipend shall be available in following years unless the parties negotiate to eliminate the Rural Health Stipend Program and use the funds for other purposes.

Non-Industrial Disability Insurance

- 21.11 The maximum weekly payment for employees eligible for Non-Industrial Disability Insurance pursuant to Education Code Section 89529.15, or any successor(s) or substitute provision(s) of that code section, shall be two hundred fifty dollars (\$250.00).

403 (b) Plan

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

Information Regarding Benefits

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

Travel Reimbursement

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

Parking Fees

- 21.15 Employees wishing to park at any CSU facility shall pay the staff parking fee in accordance with CSU campus policy.

- ~~a. For the 2022/2023 fiscal year, parking fees may be increased no more than three percent (3%) and may not exceed student parking rates.~~
- ~~b. For the 2023/2024 fiscal year, after January 1, 2024 parking fees may be raised by two dollars (\$2) per month, but in no case greater than the amount paid by students as of July 1, 2023.~~
- ~~c. For the 2024/2025 fiscal year, parking fees may be raised by one dollar (\$1) per month, but in no case greater than the amount paid by students as of July 1, 2024.~~
- ~~d. For the 2025/2026 fiscal year, parking fees may be raised by two dollars (\$2) per month, but in no case greater than the amount paid by students as of July 1, 2025.~~

- a. **For the 2026/2027 fiscal year, parking fees may be raised by three dollars (\$3) 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 three dollars (\$3) 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 three dollars (\$3) per month, but in no case greater than the amount paid by students as of July 1, 2028.**
- d. The increase may apply to all staff parking rates, which could include daily, monthly, semester and/or annual permits. Increases may be implemented at any time during the fiscal year, but campuses may not increase parking fees more than once per fiscal year.

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

### Uniform Reimbursement

- 21.22 Employees in classification codes 8810-8812 (Parking Officer) **and** 8820-8822 (Community Service Specialist), **and 8342-8343 (Security Officer)** who are required to wear an official uniform, shall be reimbursed actual costs up to three hundred fifty dollars (\$350.00) per calendar year for the replacement and maintenance of uniforms, subject to CSU accountable plan regulations. Such employees shall be responsible for the purchase and maintenance of uniforms for employment.
- 21.23 All employees in Class Codes 8800-8802 (Police Dispatcher) appointed in excess of six (6) months who are required to wear a uniform as a condition of employment shall be reimbursed actual costs for replacement and maintenance up to two hundred and fifty dollars (\$250) per calendar year, subject to CSU accountable plan regulations.
- 21.24 Uniform reimbursements shall be excluded from the Public Employees' Retirement Plan's definition of compensation.
- 21.25 All deductions from the lump-sum payment for uniform reimbursement shall be in accordance with state and federal law.
- 21.26 Employees may submit reimbursement claims up to the annual maximum as stated in 21.22 and 21.23 for uniform replacement and maintenance costs on a monthly basis. Reimbursements will be processed in accordance with campus accounting procedures. No employee shall be required to expend more than the amount indicated in Provisions 21.22 and 21.23 above on the replacement and maintenance of uniforms in a calendar year.
- 21.27 When the CSU provides a uniform to an employee, the employee is required to wear that uniform. The CSU will provide a reasonable number of uniforms and will replace them as necessary and as determined by the Appropriate Administrator.
- 21.28 The employee may request an advance for the uniform purchase at time of initial hire.

### Employee Assistance Programs

- 21.29 The CSU shall continue the existing Employee Assistance Program (EAP), or an equivalent program, at each campus. Records pertaining to an employee's participation in the Employee Assistance Program shall remain confidential.
- 21.30 Upon approval by the President, an employee utilizing the EAP may use accrued sick leave, CTO, and vacation leave credits for such a purpose. Leaves of absence without pay may be granted by the President upon the recommendation of the Employee Assistance Program Coordinator if all sick leave, holiday credits,

vacation and CTO have been exhausted and the employee is not eligible to use Industrial Disability Leave or Non-Industrial Disability Insurance Leave.

- 21.31 The President may elect to defer further or pending disciplinary action until the completion of the rehabilitation program and a reasonable period of time after the employee has returned to work. At the end of this reasonable period, the decision to impose discipline will be reevaluated.

#### Dependent Care Reimbursement

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

#### Retirement

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

#### Enhanced 1959 Survivors Benefit

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

#### Dependent Care

- 21.35 The CSU recognizes the importance of child care, elder care, and disabled dependent care needs to bargaining unit employees. Employees may participate in childcare programs in accordance with existing campus and systemwide policies. At an employee's request, the employee may participate in a flex-time program, upon verification of their dependent care needs. The Appropriate Administrator shall give consideration to an employee's child care, elder care, and disabled dependent care needs when an involuntary work schedule change is to be made. The decision of the Appropriate Administrator regarding voluntary and involuntary work schedule changes, including participation in flex-time programs, made pursuant to this provision, shall be final and shall not be subject to Article 7, Grievance Procedure.

### Health Premium Conversion Program (TAPP)

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

### FlexCash Plan

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

- |    |                        |                 |
|----|------------------------|-----------------|
| 1. | Waive medical & dental | \$140 per month |
| 2. | Waive medical only     | \$128 per month |
| 3. | Waive dental only      | \$ 12 per month |

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

### Part-Time Employees Retirement Plan

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

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

### Golden Handshake

- 21.39 If, during the life of this Agreement, the Office of the Governor and the Department of Finance advise the CSU of the availability of the early retirement program (so-called "Golden Handshake") for CSUEU-represented employees, the University

agrees to notify the Union and, upon written request from the Union, to meet and confer regarding said availability.

### Public Transportation Incentives

- 21.40      Campuses will encourage the use of alternative transportation as appropriate to the campus' geographical region and as needed to comply with state and federal air quality rules and regulations. At the discretion of the President of the campus, subject to the State Controller's Office (SCO) procedures and IRS regulations, the CSU may establish, maintain, or cease transportation benefit programs. Campus programs that encourage the use of alternative transportation may include, but are not limited to:
- a.      Free or discounted mass transit passes;
  - b.      Van pools, which may or may not be subsidized;
  - c.      Ride Share points;
  - d.      Commuter tax benefit programs;
  - e.      Parking permits for bike riders in inclement weather and/or
  - f.      Shared car programs on campus.
- 21.41      Upon request and if possible, the CSU may adjust an employee's work schedule to accommodate employees who use mass transit, van pools, ride shares, and other means of alternative transportation. Denial of an employee's request for such a work schedule change shall not be subject to Article 7 (Grievance Procedure) or Article 8 (Complaint Procedure).

### Housing Assistance Programs

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

| <b>Articles</b>                           |            |
|-------------------------------------------|------------|
| Article 3: Management Rights              | Status Quo |
| Article 4: Effect of Agreement            | Status Quo |
| Article 7: Grievance Procedure            | Status Quo |
| Article 8: Complaint Procedure            | Status Quo |
| Article 11: Personnel File                | Status Quo |
| Article 13: Resignations                  | Status Quo |
| Article 16: Leaves of Absence without Pay | Status Quo |
| Article 18: Hours of Work                 | Status Quo |
| Article 19: Overtime                      | Status Quo |
| Article 22: Professional Development      | Status Quo |
| Article 23: Health and Safety             | Status Quo |
| Article 25: Non-Discrimination            | Status Quo |
| Article 27: Labor Management Committees   | Status Quo |