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ARTICLE 6

CONCERTED ACTIVITIES

- 6.1 Employees shall not engage in strikes or any other concerted activity, including sympathy strikes, which would interfere with or adversely affect the operations or mission of the CSU. The Union shall play a responsible role in preventing any employee from participating in any such concerted activity and shall notify employees of such prohibitions.
- 6.2 The Union shall not promote, organize or support any strike or other concerted activity, including sympathy strikes which would interfere with or adversely affect the operations or mission of the CSU.
- 6.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

EMPLOYEE STATUS

Appointment

- 9.1 Campus ~~position~~ vacancies for CSUEU-represented classifications shall be posted for fourteen (14) days on the campus electronic website and on appropriate bulletin boards. Campus ~~position~~ vacancies shall include the classification title, skill level, description of primary duties, desirable experience, minimum qualifications, preferred qualifications (when applicable), salary range or sub-range applicable to a skill level, targeted salary range (if any), specialized skill (if any), and procedures to be followed by applicants applying for such vacancies. Desirable experience, preferred qualifications and specialized skills shall be related to the classification ~~of the position~~ and/or the duties ~~of the position~~.
- 9.2 At the discretion of the campus;
- a. position vacancies may be posted only on the campus for campus applicants.
 - b. qualified candidates from a single recruitment may be considered for multiple vacancies in the same classification for up to 12 months.
 - 1. Any offer of employment resulting from the recruitment shall identify the specific position, division, college, and department to which the employee is being appointed, as applicable.
 - 2. An employee who declines an offer for a specific position shall remain eligible for consideration for all other vacancies covered by the same recruitment.
 - c. recruitment announcements may include multiple classification levels within a classification series, with appointment made at the level appropriate to the selected candidate's qualifications and experience.
 - 1. An employee appointed below the highest classification level advertised following an assessment of the employee's current qualifications and training needs shall be provided with an individualized training and development plan designed to assist the employee in acquiring the knowledge, skills, abilities, certifications, or experience necessary to progress to the next classification level. The training plan shall identify the anticipated developmental activities and performance expectations but shall not constitute a guarantee of promotion or advancement to the next classification level.
- 9.3 An employee who believes they are qualified for a vacant position at a CSU campus or the Chancellor's Office may apply for such position within the specified application period.

ARTICLE 10

EMPLOYEE PERFORMANCE

- 10.1 Permanent employees shall be subject to an annual performance evaluation.
- 10.2 A probationary employee shall be evaluated by the end of the third (3rd), sixth (6th), and eleventh (11th) month of the probationary period, unless the employee has earlier been rejected during probation.
- 10.3 A temporary employee shall be evaluated at periodic intervals. An employee with an appointment of twelve (12) months or longer shall receive at least one performance evaluation during each twelve (12) month period of the appointment.
- 10.4 Absence of a performance evaluation will not constitute a reason for an employee not receiving an increase in salary to which they otherwise would have been entitled under the terms of this Agreement.
- 10.5 A performance evaluation is a review of the employee's performance and shall be based upon job-related criteria. Employee performance evaluations are for the purpose of evaluating individual employee performance and for providing guidance for performance development and improvement. Employee evaluations should acknowledge changes affecting the employee's position, including workload, which have occurred since the last evaluation. **The parties shall meet to develop a standardized review common to all employees systemwide, which, upon mutual agreement, may be incorporated and set forth in Appendix [X]. Until such time as a standardized systemwide review is mutually agreed upon and implemented, employees shall be evaluated using the existing evaluation process.**
- Notwithstanding Article 20, during the term of this Agreement, the performance evaluation requirement for Step Progression shall not be implemented unless and until the parties mutually agree upon and implement a standardized systemwide review. If the parties do not mutually agree upon and implement a standardized systemwide review during the term of this Agreement, Article 20 shall, upon expiration of this Agreement, be implemented in full force and effect without regard to whether a standardized systemwide review has been agreed upon or implemented.**
- 10.6 The performance evaluation of an individual with an overall performance evaluation rating of below satisfactory shall include specific information regarding the areas of concern. It is the normal practice that the Appropriate Administrator counsel an employee on below satisfactory performance when the concern is identified and before it is documented in a Performance Evaluation. The substantive content and overall evaluation rating are not subject to Article 7, Grievance Procedure.

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 4% 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~~

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

Memorandum of Understanding Artificial Intelligence Systems

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

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

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

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

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

This Memorandum of Understanding shall expire on [EXPIRATION DATE OF CBA], in recognition of the rapidly evolving nature of artificial intelligence technologies and the need for periodic reassessment.

Memorandum of Understanding Shared Services

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

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

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

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