

Article	Article Title	Key Changes in the 2012-2014 CSUEU/CSU Agreement
1	Recognition	Status quo. No change in contract language.
2	Definitions	Definition of "Classification Series" added (2.x), which is used in Articles 9 and 24. The definition of "intermittent employee" was revised, making it clear that an intermittent employee is appointed on an as-needed, hourly basis (2.15).
3	Management Rights	Displacement now includes involuntary transfer to a satellite campus (3.4). New section added to deal with bargaining over successor contract. Negotiations over contracting out shall not delay the commencement of contracting out (3.5).
4	Effect of Agreement	Status quo. No change in contract language.
5	Union Rights	Release time and union leave requests shall be sent to the Chancellor's Office as well as the relevant campus (5.11 and 5.13). If 5.11(d) requests are denied, the campus shall provide a written explanation of the reason(s). CSUEU has agreed to provide greater reimbursement to CSU for Union Leave, to cover the increased costs of some benefits (5.13).
6	Concerted Activities	Status quo. No change in contract language.
7	Grievance Procedure	If grievants have additional representatives, the appropriate administrator may have an equivalent number of additional representatives of management present at the meeting (7.12-7.13). If there are multiple grievants, the appropriate administrator may have an additional representative (7.12-7.13). Some changes were made to the arbitration procedure. New panelists were added. The parties must give advance notice of the need to extend time limits, whenever possible (7.36). The grievant or his/her representative shall have access to all necessary and relevant information within the policies and procedures defining confidentiality which would assist in adjusting the grievance (7.37). Representatives and potential grievants shall notify the appropriate administrator or their designee if release time is required to prepare and present a grievance at all levels. Such notification shall be made prior to leaving the work area whenever possible. Notification shall include, but not be limited to, personal contact, written notification, text message, or email (7.48). The CSU shall provide release time without loss of compensation for appellants to attend hearings conducted by the State Personnel Board (SPB). The CSU shall accommodate a shift change request for such appellant on the day of an SPB hearing (7.x1).
8	Complaint Procedure	During the proofing of the final contract, changes will be made to Article 8 that will be consistent with changes made to Article 7.
9	Employee Status	Section 9.3 was modified to make it clear that it is CSU policy to fill vacancies with qualified CSUEU-represented employees, except for emergency hires of less than 90 days.
10	Employee Performance	Clarifies that permanent employees are subject to one annual performance evaluation (10.1). The performance evaluation should reflect any changes in the employees position since the last evaluation, including increased workload (10.2) Upon request, an employee shall receive a copy of their position description at the same time they receive a draft evaluation (10.8).
11	Personnel Files	Status quo. No change in contract language.
12	Corrective Action	Status quo. No change in contract language.

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13	Resignations	Status quo. No change in contract language.
14	Vacations and Holidays	No changes to the accrual rate or the accrual cap. A probationary employee may not take vacation until after the first month of service, unless there is mutual agreement. (14.8). The campus academic calendar will include all campus closure days, at least 30 days in advance (14.20).
15	Leaves of Absence With Pay	The definition of "Immediate Family" which is used to determine whether an employee is entitled to use sick leave and bereavement/funeral leave has been clarified to include an employee's spouse or domestic partner; their parents, grandparents, great grandparents, siblings, children, or grandchildren, as well as any person living in the immediate household (except roommate or boarder) (15.1). Employees may be required to provide medical verification for absences of five or more days (15.7). The definition of catastrophic leave has been clarified to include chronic conditions (15.8). An employee who serves on jury duty shall receive his/her base salary and is permitted to keep any mileage payments made by the court (15.17). Any full-time or part-time employee on any shift or work schedule shall be granted leave with pay for the actual time spent on jury service and grand jury service, including travel time to and from jury duty service, not to exceed the number of hours in the employee's normal work day and the employee's normal work week. If an employee's jury service is for more than 50% of their assigned work shift, employees do not need to report for work following the completion of jury service. Upon the request of the employee, the CSU shall accommodate a summons to jury duty service, including on-call jury duty service, with a change in shift assignment (15.21).
15	Leaves of Absence With Pay	The CSU shall approve leave, if it is available, for an employee to serve as a precinct officer for a state or local election, provided that campus operational needs are met. If such leave is denied due to campus operational needs, at the employee's request, the appropriate administrator shall explain to the employee the campus operational needs (15.x1). Parental Leave, up to a maximum 30 days, for the purpose of a parent preparing for the arrival of, or a parent or legal guardian caring for, a new child, up to his/her eighteenth (18th) birthday, to the employee's immediate family due to the birth, adoption, foster care assignment, or legal guardianship of the minor child with the employee (15.34). Organ Donor and Bone Marrow Donation Leave added to contract (15.x2).
16	Leaves of Absence Without Pay	Status quo. No change in contract language
17	Assignment Reassignment	Fourteen days notice prior to a permanent reassignment to another position. Thirty days notice prior to reassignment to or from a satellite campus (17.1). Employees may request reassignment to positions in the same classification and skill level, and must be paid at least the same salary (17.3). Position descriptions must reflect the employee's assigned duties and responsibilities and be consistent with the classification standards (17.9).

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17	Assignment Reassignment	Administrators and students may perform bargaining unit work (17.11-12), however the number of hour worked by either administrators or students may not be increased in a department undergoing layoff, and as long as any employee remains on a reemployment list (17.13). Student assistants may be assigned duties as defined by HEERA (17.12). Appropriate administrators will 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 (17.11).
18	Hours of Work	If an employee's request for a compressed or alternate work schedule is denied, the appropriate administrator shall, at the employee's request, provide a written explanation of the reasons for the denial (18.11). No limit on the number of times an employees may submit a written request to their appropriate administrator for a change in their work hours and/or work days (18.14). If a conflict in work schedule arises the appropriate administrator shall give consideration to seniority (18.16). If an employee's request for a work schedule change, including flexible work hours, is denied, the appropriate administrator shall, at the employee's request, provide a written explanation of the reasons for the denial (18.17). If an employee's request for telecommuting is denied, the appropriate administrator shall, at the employee's request, provide a written explanation of the reasons for the denial (18.25).
19	Overtime	Status quo. No change in contract language.
20	Salary	Compensation: Due to the lack of funding in the state budget, there will be no GSI in FY 2011/12. Reopeners in FY 2012/13 and FY 2013/14, if either party makes request (20.x2). SSI eliminated. Shift differential to be paid to employees who are assigned to work and who work specified hours (20.10-20.13). 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 (20.x3).
20	Salary	In-Range Progression (IRP): Increased workload and out of class work that does not warrant a reclassification added as new criteria for granting IRPs. 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 (20.40).
21	Benefits	Health, Dental, Vision, Life Insurances: Maintenance of Benefits for life of the agreement (21.4-21.6). Coverage of dependent children up to age 26, based on the Patient Protection and Affordable Care Act. (21.2). Rural Health Care Stipend for eligible employees (21.11).
21	Benefits	Parking Fees: Thanks to an outpouring of member support for the bargaining team, there can be no increases in parking fees in years when there is no GSI (21.16). Parking fees cannot be higher than student rates (21.xx). If and when there is a GSI, parking fees cannot increase by more than \$3.00 per month once per fiscal year, so the maximum out-of-pocket increase for any employee would be \$36/year (21.16). Campuses may not decrease the number of available non-reserved parking spaces (21.18).

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22	Professional Development	If release time requests are denied due to operational need, the appropriate administrator shall provide a written explanation (22.37). Eligible employees and their dependents enrolled in doctoral programs shall be eligible for partial fee waiver (22.35). All category I and II fees, including professional program fees, shall be fully waived (22.41). Dependents are exempt from the determination that space must be available (22.x1).
23	Health and Safety	Status quo. No change in contract language.
24	Layoff	Definition of layoffs expanded to include involuntary timebase reduction and involuntary pay plan change (24.x1). To mitigate the impact of layoff, laid off employees on the reemployment list may elect to be placed on a list to be called for temporary and/or intermittent appointments for which they are qualified. Laid off employees on the reemployment list shall have the right of first refusal for vacant and available temporary and/or intermittent appointments for which they are qualified. The offer, acceptance or refusal of work under this provision does not constitute an offer of employment under Article 24.29 (24.x2).
25	Non-Discrimination	Gender expression and genetic information added to the non-discrimination list (25.1).
26	Cruise Employees	Status quo. No change in contract language.
27	Labor Management Committees	Campus and System wide LMCs may consist of up to six representatives each from CSU and CSUEU (27.1 and 27.5). CSUEU staff may also participate. An LMC will be convened to discuss a proposed payroll system (27.8).
28	Family and Medical Leave and Pregnancy Disability Leave	Service Member Care Leave (28.a) and Military Exigency Leave (28.e) added to contract. If an employee asks to use vacation or other paid time off without reference to FML, the CSU may not ask the employee if the leave is for a FML-qualifying purpose (28.x1). If the employer denies the employee's request to use vacation or other paid time off and the employee then provides information that the requested time off is or may be for a FML-qualifying purpose, the employer may inquire further into the reasons for the absence. If the absence is FML-qualifying, employees shall utilize appropriate leave credits in accordance with this Article (28.x2).
29	Duration and Implementation	Three year contract from date of ratification to June 30, 2014 (29.1). Either party may reopen for Salary and Benefits (29.4). Reopener for Salary structure in FY 2012/13 (29.x1).
S1	LMC Recommendations	CSU shall implement several recommendations of the Compensation LMC, including maintaining accurate position descriptions, expediting the classification revision process, as well as reviewing the administrative support, administrative analyst and IT classification series
S2	Reopener on Salary Structure and Movement through Ranges	Should the parties engage in Reopener Bargaining in FY 2012, negotiations will take place on salary structure and movement through salary ranges.
S3	Grievance Arbitrability	Upon ratification of the contract, CSUEU may appeal any grievances filed on or after July 1, 2011 to arbitration.