

# Summary of the 2012-2014 CSUEU-CSU Collective Bargaining Agreement

## ARTICLE 1 - RECOGNITION

CSUEU is recognized as the exclusive representative for BU 2, 5, 7, and 9 (1.1). Included classifications are listed in Appendix A (1.1). Those classes are put into one of four bargaining units (2, 5, 7, and 9). Confidential employees, supervisors, managers (1.2), and employees appointed less than 90 days are excluded (1.3). The parties can agree to include or delete new classes (1.4). CSU may, at any time, move a position into a confidential classification, as long as the duties of confidential employees are consistent with HEERA. CSUEU reserves its right to challenge the designation of confidential employees before PERB (1.5).

## ARTICLE 2 - DEFINITIONS

Definitions of terms used throughout the contract. Some definitions that are specific to a section of the contract (like the grievance procedure) are defined in that article rather than Article 2.

An Administrator must be an employee of the CSU (2.1). “*Bargaining Unit Employee*” refers to an employee represented by CSUEU (2.4) and may be permanent, probationary, temporary, intermittent or per diem (2.15). “*Emergency Employee*” refers to a temporary employee who is appointed under an emergency appointment (2.14). A “*Lead Work Assignment*” refers to employees providing direction to individuals who may or may not be CSU employees (e.g., student assistants) (2.19). “*Lead Workers*” are responsible for giving work assignments and providing training, but are not responsible for administering discipline or responding to grievances (2.20). The “*Workday*” may consist of consecutive hours an employee is scheduled to work over two consecutive calendar days (2.30).

## ARTICLE 3 - MANAGEMENT RIGHTS

The CSU retains all powers and rights that have not been specifically covered by the contract (3.1).

The CSU may contract out bargaining unit work so long as it does not displace an existing employee (3.2). The CSU must notify CSUEU when contracting out is to be for an initial long-term contract (3.4) or a successor contract (3.7). Notice to the Union must be at least 120 days prior to the commencement of long-term contracting out [defined as more than six months] (3.4) and at least 90 days prior to the issuance of an RFP for a successor contract (3.7). CSUEU must respond within 30 days of such notice (3.6). CSU shall provide CSUEU with all relevant documents prior to any meeting with CSUEU over contracting out (3.8). Negotiations over contracting out shall not delay the commencement of contracting out (3.8).

## ARTICLE 4 - EFFECT OF AGREEMENT

The current contract supersedes all prior agreements and practices. CSU must provide notice of systemwide or campuswide policies within scope, at least 30 days prior to proposed implementation, and must make copies of proposed policies available for employee review. Upon request of the union, the parties shall meet within 30 days of the union request, unless the parties extend time (4.1). Campus-wide policies within the scope of bargaining are subject to bargaining, but the parties are not required to renegotiate the contract while it is in effect (except when the contract requires it, such as contracting out, layoffs, etc.) (4.2). If any provision of the contract is determined to be contrary to the law, that portion is no longer in effect and the parties can negotiate a new provision (4.3).

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### ARTICLE 5 - UNION RIGHTS

The Union has the right to use available campus facilities (5.1), but will pay for all incidental costs (5.2). The Union has the right to communicate with its represented employees via campus mail (5.3), email (5.3), and bulletin boards (5.4). Union business [except representation] must be done off state time (5.6). The Union must tell the CSU who is serving as official representatives for the organization [chapter officers, stewards, etc] (5.8). The Union has the right to receive lists of employees and other public information (5.9 and 5.10). The contract provides for release time for negotiations [5.11(a)], CSU Board of Trustees meetings [5.11(b)], and un-reimbursed [5.11(d)] or reimbursed union leave (5.13). 576 days of release time per fiscal year [5.11(d)]. The distribution of 5.11(d) release time is set by the CSUEU Policy File (Section 804.00). Five working days notice is required for release time or union leave. Union Leave can be provided on an hourly basis for non-exempt employees (5.13). 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).

No reprisals shall be taken against any employee who exercises his/her rights to participate in union activities (5.15). Employees are free to join or not join the Union, but if they join, they must remain members until the expiration of the contract (5.17). Union dues are payroll-deducted (5.17). Campus Human Resource departments shall make union material, supplied by CSUEU, available to new employees (5.16).

### ARTICLE 6 - CONCERTED ACTIVITIES

The Union may not strike or engage in any other activity that would interfere with the mission of the CSU while the contract is in effect (6.1). Concerted activities include sympathy strikes (6.1). The University may not lock out bargaining unit employees while the contract is in effect (6.3).

### ARTICLE 7 - GRIEVANCE PROCEDURE

**Definitions:** A grievance is a violation, misapplication or misinterpretation of a term of the contract (7.1) (although some sections are specifically exempt from the grievance procedure). Employees can file a grievance when they are directly wronged (7.2). The Union may also file a grievance (7.2).

**Representation:** Grievant may have one rep present at all levels (7.7, 7.12, 7.13). If grievant chooses to have additional reps at Levels I, II, and III, the administrator may have an equivalent number of additional management representatives present at the meeting (7.7, 7.12, 7.13). If there are multiple grievants, the appropriate administrator may have an additional representative (7.12-7.13).

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### ARTICLE 7 - Continued

**Timelines and Procedures:** There are specific timelines for filing and hearing grievances. Grievances can be filed by fax or email (7.4). Streamlined grievance procedure by making informal step optional (7.7). Grievances may be heard by the immediate supervisor (7.7), the appropriate administrator (7.12), the President's designee (7.13), the Chancellor's Office (7.18), or an independent arbitrator (7.20). If the optional informal level is used and the appropriate administrator has not responded within 14 days, the Level I grievance should be filed. The failure of the appropriate administrator, the President, or the Chancellor's Office's representative to respond timely shall permit the grievance to be appealed to the next level (7.35). Amendments to grievance shall not be made after Level III (CO) filing, except by mutual agreement (7.15). If there is no mutually acceptable location for Level III meeting, the meeting shall take place by conference call (7.18). Timelines can be extended if the grievant, his/her representative, or appropriate administrator is on a leave for five or more days (7.36). The parties must give advance notice of the need to extend time limits, whenever possible (7.36). To ensure the integrity of a grievance, a different administrator shall hear the grievance at each level and respond (7.38). Expedited arbitration may be used for health and safety grievances (7.30). Mediation may be used in an effort to resolve disputes (7.31). Grievances must be set for hearing within 12 months of appeal to arbitration or they are considered to have been withdrawn (7.29).

**Release Time:** Employees and representatives have the right to release time to prepare (7.45) and present (7.46) grievances and the right to request necessary and relevant information (7.37) for the investigation. 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). Stewards-in-training may attend grievance hearings as observers, on their own time or by using 5.11(d) (7.47). If release time for processing grievance is denied due to operational need, timelines shall be extended (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 (7.52).

### ARTICLE 8 - COMPLAINT PROCEDURE

A complaint is a violation, misapplication or misinterpretation of a CSU policy or work rule (8.1), or violation, misapplication or misinterpretation of a non-grievable section of the contract. The provisions for presenting and investigating complaints are the same as the grievance procedure, except that campus policy violations can only be heard as far as the President's level (8.17) and systemwide policy violations can only be heard as far as the Chancellor's Office (8.19). There is no arbitration for complaints. To ensure the integrity of a complaint, a different administrator shall hear the complaint at each level and respond (8.29). A health and safety complaint may be filed initially at Level II (8.18). Mediation has been added as optional process to resolve disputes over campus-wide or system-wide policy (8.21). Stewards-in-training may attend complaint hearings as observers, on their own time or by using 5.11(d) (8.31).

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### ARTICLE 9 - EMPLOYEE STATUS

**Appointment:** Vacant bargaining unit positions must be posted in Human Resources for at least 14 days (9.1). The posting must include specific information about the position, including whether any specialized skills are required (9.1). Positions may be posted for on-campus applicants only (9.2). It is CSU policy to fill bargaining unit vacancies with qualified CSUEU-represented employees, except for emergency hires of less than 90 days (9.3). Job-related exams shall be based on essential job functions identified in the position description (9.5). Appointments may be temporary, probationary or permanent (9.6). Temporary appointments shall specify the expiration date, but with 14 days notice, temporary employees may be terminated prior to the expiration date (9.6). If employee is not selected for a position he/she interviewed for, he/she shall be notified he/she was not selected (9.4). An employee who transfers from one campus to another, or terminates at one campus and is re-employed at another campus within 6 months, may transfer their sick leave and retirement credit pursuant to CalPERS regulations, and may transfer vacation credits if the new campus agrees prior to the employee leaving the initial campus (9.8). When a department has a vacancy on a shift, current employees in the same classification in the same department on a different shift shall be given first opportunity to request a transfer (9.9).

**Probation:** Probationary periods are for twelve months, for positions of half-time or more (9.12-9.16). Part-time appointments can be probationary and may lead to permanency (9.14). An employee rejected during the probationary period who has served for more than 6 months may file for expedited binding mediation (9.40 through 9.49). A permanent employee who receives a temporary appointment in another classification retains permanent status in the former classification (9.51).

**Classification Review/Reclassification:** Employees may request a reclassification or skill level review (9.26) at any time, so long as it is more than twelve months after the completion of a previous review (9.29). If an administrator has not forwarded an employee request for a classification review to HR within 30 days, the employee can file it directly with HR (9.26). Employee-requested reclasses or skill-level reviews must be completed in 180 days (9.29). Compensation for work in higher class shall be retroactive to no later than the pay period following the request for reclass review (9.28). Employees may appeal a reclassification denial within 30 days after results have been provided (9.30). Employees shall be notified of the classification decision within 30 days after decision has been made (9.31). Upon request, the employees can receive copies of the HR report in response to the reclass request (9.31). The determination of the classifier cannot be grieved, unless the terms of the agreement are violated, misinterpreted, or misapplied (9.32).

**Temporary Employees:** Temporary employees hired on an emergency basis cannot serve more than 180 days (9.10). After 90 days, they must be included in the appropriate bargaining unit. This restriction curtails previous hiring abuses. Temporary emergency positions are intended to fill behind employees who are off work due to extended illness or injury. Temporary employees serving in a CSUEU-represented classification or classification series for at least four years shall be granted permanency, provided specified criteria are met (9.52). President *may* grant permanency to temporary employee after two years (9.54).

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### ARTICLE 10 - EMPLOYEE PERFORMANCE

Permanent employees are subject to an annual written performance evaluation (10.1). The purpose of evaluations is to evaluate performance and to provide guidance for development and improvement (10.2). Performance evaluations should acknowledge changes affecting employee's position, including workload, since the last evaluation (10.2). The performance evaluation of an individual with an overall rating of below satisfactory shall include specific information regarding the areas of concern (10.3). It is recommended that the administrator counsel an employee on below satisfactory performance before it is documented in an evaluation (10.3). A satisfactory performance evaluation indicates an acceptable level of performance (10.4). Probationary employees are rated by the end of their third, sixth, and eleventh month of probation (10.5). Temporary employees are evaluated at periodic intervals (10.6). The absence of a performance evaluation will not be a reason for denying an MSI (10.7). The evaluator of an employee performance evaluation shall submit a draft evaluation for employee comment and input (10.8). Upon request, an employee shall receive a copy of their position description at the same time they receive a draft evaluation (10.8). The employee has five work days to review the evaluation, and provide input (10.9). The evaluator shall consider such input in preparing final evaluation (10.10). The evaluation may be done by another bargaining unit employee or an administrator, but it must be job-related (10.2) and done by a rater familiar with the normal duties of the employee (10.14). An employee has the right to meet with the rater (10.11) and then with the rater and the supervisor (10.12). The employee has the right to a union representative at the meeting with the supervisor (10.12). An employee has the right to attach a rebuttal to the evaluation, and the evaluation shall be reconsidered in light of any such rebuttal statement. (10.13). Evaluations are not grievable, unless a term of the Agreement has been violated, misinterpreted, or misapplied (10.15).

### ARTICLE 11 - PERSONNEL FILES

The University will maintain one official personnel file for each employee (11.1). The employee and his/her representative have the right to review the file (11.3) and to request corrections (11.12). Campuses digitizing personnel files must keep an access log and use a secure system (11.2). An employee who requests access to his/her file must be notified within 3 days when access will be granted (11.4). Cost of copying non-grievance and non-complaint material to be based on Information Practices Act (IPA) - the current rate is ten cents per page (11.5). Employees may place updated resumes, certificates, commendations, etc. in personnel file (11.10). Any information that could be used to justify an adverse personnel action must be provided to the employee before placement in the official personnel file (11.8). The employee has the right to attach a rebuttal to any information in the official personnel file (11.11). *[NOTE: There are many other files maintained by the University and they are subject to regulations and laws regarding disclosure, but this contract article is focused on the official personnel file.]* Personnel actions shall be based primarily on material in the employee's official personnel file (11.6).

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### ARTICLE 12 - CORRECTIVE ACTION

**Reprimands:** Reprimands shall refer to any written communication (except performance evaluations) which criticizes or negatively comments on employee (12.1). Employees may receive oral or written reprimands from the appropriate administrator (12.2). Within 30 days, the employee may request a meeting with the supervisor to discuss the reprimand and may be represented at the meeting (12.3). The employee may also file an appeal to the President (12.4). The employee has the right to attach a rebuttal (12.5). Reprimands can be removed after 3 years, if requested by the employee (12.6). Under some circumstances, a reprimand may be grieved (12.10).

**Temporary Suspension:** The President can place an employee on temporary suspension with pay to protect the safety of persons or property, to prevent disruption to operations, or in order to investigate formal disciplinary action (12.7). The President may terminate or extend a temporary suspension, with pay, and shall notify employee of anticipated completion date of the investigation, in writing (12.9). There is no longer a 30-day limit on the length of a temporary suspension. *[NOTE: Formal disciplinary action - suspension, demotion, or termination - is not included in the contract. It is covered by the Education Code and the employee's right to appeal to the State Personnel Board is covered by statute and not the contract.]*

**Weingarten Rights:** An employee has the right to representation in an investigatory interview if he/she believes that disciplinary action could result from the interview. An employee has the right to be informed of the interview prior to the meeting and have an opportunity to request representation. If a representative is not available or management denies representation, the employee is not required to answer any questions in the interview. The Employer may decide to cancel the interview if the employee requests representation. There is no right to representation if the meeting is solely for the purpose of presenting the disciplinary action. (12.11) *[NOTE: Many types of meetings can start out as non-disciplinary, but change to disciplinary during the meeting. For example, during a discussion of the employees' assignment, the supervisor may start to threaten discipline if it is not completed in a certain manner. The employee has the right to request representation at that time. Also, if the employee is called in and presented with a reprimand or disciplinary action and denied representation, but then is asked his/her opinion of the action or asked to defend his/her actions, the meeting changes to an investigation, not simply a presentation of discipline. It is up to the employee to invoke his/her right to representation.]*

### ARTICLE 13 - RESIGNATIONS

An employee who is absent without leave for 5 consecutive workdays is considered to have automatically resigned from CSU employment (13.1). A notice of AWOL may be sent via fax, email, or regular mail, in addition to certified mail (13.2). An appeal of AWOL separation now can be made within 7 work days of notification (13.2). The employee has the right to appeal to the President (13.3). *[NOTE: The employee also has the right to file an appeal to the State Personnel Board under the terms of Education Code section 89541.]* An employee who resigns has the right to request, within 30 days, that the resignation be rescinded (13.7). *[NOTE: The employee also has the right to file an appeal to the State Personnel Board under the terms of Education Code section 89542.]*

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### ARTICLE 14 - VACATIONS AND HOLIDAYS

**Vacation:** Employees accrue vacation based on years of service (14.2). Intermittent employees may earn vacation credit on prorated basis (14.4). Cruise employees at the Maritime Academy do not earn vacation (14.3). Probationary employees cannot take vacation until after the first month of service, unless there is mutual agreement (14.8). Vacation requests shall be submitted, in writing, to the appropriate administrator at least thirty days in advance (14.9). An employee can request vacation for 5 days or less and it will be granted, subject to operational needs (14.9). Responses to employee vacation requests shall be made within thirty days of request (14.9). Once granted, vacations cannot be rescinded by the administrator unless there is an emergency (14.9). If there is a conflict in employee vacation requests, the employee with the most seniority is normally given preference (14.9). When an employee leaves state service, he/she is paid a lump sum for unused vacation leave (14.11). There is a maximum number of vacation hours that an employee may earn, depending on years of service (14.7). If an employee has an excessive number of vacation credits at the end of the calendar year and has been denied one or more vacation requests in the last quarter of the year, the employee shall submit a vacation request to use the excess time and the appropriate administrator shall respond within 10 days. If the request has not been granted within the 10 days, the employee and the appropriate administrator shall attempt to reach a mutual agreement on alternative dates to use the excess vacation. If the employee and the appropriate administrator can not reach an agreement, the employee may suggest three non-overlapping periods of vacation time to be completed no later than June 30th of the new calendar year to utilize the excess vacation. The appropriate administrator shall agree to one of the options submitted. If the employee fails to submit three options, the appropriate administrator will direct the use of the vacation days (14.10).

**Holidays:** Employees accrue 13 holidays per year. Holidays are intended as days off from regularly scheduled workdays, except for employees on alternative/compressed schedules (14.12). The amount of time off shall be the number of hours the employee is normally scheduled to work (14.12). Some holidays are observed on specified dates (14.13) and others may be moved by the President to a different day (14.14). Employees have the right to a copy of the campus calendar, including any campus closure days, at least 30 days in advance (14.20). If the President closes the campus, employees have the right to earn leave to use during the closure or to take their own vacation or personal holiday or compensatory time off (CTO) (14.21-14.22). An employee who is working during a holiday is given holiday credit and compensated for his/her work at the overtime rate (14.25). If a holiday falls on a scheduled workday during an employee's vacation or sick leave, the holiday is not charged to sick leave or vacation (14.19). If a holiday is observed on a non-work day for an employee on a compressed workweek or alternative schedule, he/she has 180 days to use holiday credit or be paid for the holiday (14.16). Holiday credit for intermittent employees is based on the number of hours worked in a given month (14.17). An employee receives one personal holiday that must be used within the calendar year (14.24). Cruise employees (who work at the California Maritime Academy) are entitled to all holidays designated in the CMA academic calendar (14.23).

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### ARTICLE 15 - LEAVES OF ABSENCE WITH PAY

**Sick Leave:** Definition of “immediate family” (15.1) applies to both family sick leave (15.9) and funeral leave (15.15). Each full-time employee receives 8 hours of sick leave for each month worked (15.2). Sick leave accrual is prorated for employees who are less than full-time (15.3). There is no limit to the number of hours of sick leave an employee may earn (15.4). Employees are responsible for reporting their absences as soon as possible, but the CSU recognizes that extenuating circumstances may prevent an employee from calling in before the start of a shift (15.5). A doctor’s statement may be required for absences of more than 5 days (15.7). Employees can take time off for their own illness/injury or the illness/injury of a family member (15.9). Employees can take up to 10 days of sick leave for family illness or injury (15.9), and an administrator may allow an employee an additional five days. If an employee runs out of sick leave, the President may allow the employee to use vacation, CTO or unpaid time off (15.14). The President direct an employee to take a medical exam (15.11) and take sick leave if he/she determines that the employee has restricted ability to perform his/her job duties (15.10). Employees returning to work with a full medical release must be placed on paid administrative leave if there is a question about their ability to perform their job (15.11). Employees who separate from state service are not paid for unused sick leave, but they can receive partial service credit toward retirement, if they retire within four months of separation from employment (Govt Code 20965).

**IDL:** Employees may supplement their Industrial Disability Leave (IDL) with accrued sick leave to provide for full pay (15.31).

**Catastrophic Leave:** Employees may donate up to 40 hours per year of unused vacation or sick leave to help other employees or their families who experience a catastrophic illness/injury (15.8).

**Funeral Leave:** Funeral leave of up to five days for the death of an immediate family member (15.15). The appropriate administrator can also authorize the use sick leave for bereavement (15.9).

**Jury Duty:** Under specified conditions, employees are paid for jury duty (15.17), serving as a witness for the CSU (15.24), military service (15.30), or in order to vote (when he/she would normally be unable to vote outside of work hours (15.22.)) Employees on swing or graveyard shifts may switch to day shift during jury duty service (15.21).

**Precinct Officer Leave:** 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 (15.23).

**Parental Leave:** Paid parental leave, up to a maximum of 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 (15.35).

**Organ Donation:** Paid leave of absence of up to 30 days for an employee donating an organ to another person. Paid leave of absence of up to 5 days for a bone marrow donation (15.36).

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### ARTICLE 16 - LEAVES OF ABSENCE (LOA) WITHOUT PAY

Full-time and permanent part-time employees may request a full or partial leave of absence (LOA) without pay for up to 1 year (16.1). LOA requests must be in writing. LOAs can be granted for reasons including, but not limited to, family leave, student teaching for those employees enrolled in credential programs, and outside employment (16.1). The President must respond within 30 days of employee's request (16.2). The President must approve an employee's early return to work status (16.3). While on a LOA without pay, an employee shall not accrue any service credit (16.4), is assured the right to return to his/her former position or a position in his/her classification (16.5), and may be asked to provide verification that the terms of the LOA without pay were met (16.6). During a LOA without pay, employees can opt to continue their benefits at their own expense (16.7). Each campus must have procedures that address issues such as the timelines, authorizations needed, how to request extensions and how to return prior to the scheduled end of the leave (16.8). The President decides on the leave request (16.2) and his/her decision is not subject to the grievance procedure (16.9). Provisions related to Family Care and Medical Leave can be found in Article 28.

### ARTICLE 17 - ASSIGNMENT/REASSIGNMENT

**Permanent Assignment:** An employee must be given written notice at least 14 days prior to the effective date of a permanent reassignment (17.1). Thirty days notice is required if the permanent reassignment is to a satellite campus (17.1). If there is more than one employee requesting a reassignment to another position, the appropriate administrator shall give consideration to the employee with the most seniority (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).

**Temporary Assignment:** An employee can be temporarily reassigned to another position in a higher classification (17.4). Employees shall begin receiving the appropriate rate of pay of the higher classification on the effective date specified in the written assignment of higher duties (17.5). The reassignment can last for up to 12 months and can be extended for another 6 months with the agreement of the employee (17.4). An employee serving in a temporary assignment shall be provided a letter of verification, which shall be placed in their personnel file (17.6). *[NOTE: This article should be seen in conjunction with Article 9 - any assignment of higher duties could be seen as reassignment but may or may not lead to permanent reclassification.]*

**Assignments:** Employees should be informed of the administrator to whom they are accountable and they may seek clarification of any work instructions (17.8). Outside employment should not conflict with an employee's duties and responsibilities to the CSU (17.17).

**Position Descriptions:** Position descriptions must reflect the employee's assigned duties and responsibilities and be consistent with the classification standards (17.9). Employees shall be provided with a copy of their position description within one week of their hire date (17.9). Current employees without a position description must receive one within 30 days of their request (17.9). A copy of an employee's signed position description shall be placed in their official personnel file (17.9). If the position description is going to be changed, the employee must receive the new position description at least 7 days prior to the effective date (17.9). Employees may also request written clarification of their assignment (17.10).

**Classification Studies:** The CSU will notify the Union if they develop new classifications or revise current classifications (17.14). The Union can meet to discuss the study and can negotiate on the impact. The Union can also propose new classifications (17.15).

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### ARTICLE 17 - Continued

**Work Jurisdiction:** Student assistants may be assigned duties as defined by HEERA (17.12). 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 (17.11). However, the number of hours worked by student assistants and the number of administrators may not be increased in a department undergoing layoff, and as long as any employee remains on a reemployment list (17.13).

### ARTICLE 18 - HOURS OF WORK

**Work Schedules-General Information:** Employees are in classifications (or skill levels within classifications) that are either exempt or non-exempt from the overtime provisions of the Fair Labor Standards Act (FLSA). Exempt employees are salaried and do not earn overtime (18.6). Non-exempt employees are hourly and can earn overtime at one and one-half times their normal rate of pay (19.3). Appendix C lists exempt classifications. A normal work schedule will consist of a 5-day work week beginning on Monday and ending on Friday (18.10). A work week shall consist of seven consecutive 24-hour periods beginning at 12:01 A.M. on Sunday and ending at 12:00 midnight the following Saturday (18.10). An alternate work schedule will consist of a 5-day work week beginning on a day other than Monday, and may also constitute a compressed workweek (18.11).

**Work Schedules-Exempt Employees:** For employees in exempt classifications, there are no fixed, minimum or maximum hours in workday or workweek (18.7). Exempt employees are expected to accomplish assigned tasks without regard to the number of hours worked, but managers may authorize informal adjustments in work hours (18.6). Exempt employees cannot be docked pay or forced to use leave credits for less than a full-day increment, except when they are on Family Medical Leave (18.8).

**Work Schedules-Non-Exempt Employees:** Administrators are responsible for setting the schedule of non-exempt employees (18.2). Notification for permanent or summer schedule changes shall be provided 21 days in advance, with employee seniority being taken into consideration (18.2). Full-time employees in non-exempt classes shall work a minimum of 40 hours in a seven-day period or 80 hours in a 14-day period (18.1). Employees assigned a 5-day work week normally work 8 hours per day (18.3). Employee may be required to work overtime hour as directed by the appropriate administrator (18.4) Less than full-time employees shall be assigned hours pro rata and days of work by the president (18.5).

**Compressed Work Schedules:** Non-exempt and exempt employees may volunteer for compressed work schedules such as 4/10, 9/80, or 3/12 schedules.(18.13). Compressed work schedules include 4/10: 4 days of 10 hours each day, 9/80: 4 days of 9 hours each day, followed by 4 days of 9 hours each day plus 1 eight-hour day; and 3/12: 3 days of 12 hours per day, followed by three days of 12 hours per day plus 1 eight-hour day or 3 days of 12 hours plus 1 four-hour day each week (18.12). 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). A request to withdraw from an alternate or compressed work schedule is subject to approval of the appropriate administrator (18.13).

**Flexible Hours:** An employee may request flexible hours or changes in his/her work schedule (18.14). The request must be submitted at least 21 days in advance. There is no longer a limit on the number of requests an employee can make in a year (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).

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### ARTICLE 18 - Continued

**Alternate work schedules:** Alternate work schedules may cause excess or deficit work hours in any given pay period (18.18). Campuses shall monitor excess or deficit work hours on a monthly basis. Deficits as of December must be offset by leave credits, being docked, or setting up an accounts receivable (18.18).

**Meal Periods:** Employees are entitled to an unpaid meal period of not less than 30 minutes and not more than 60 minutes, near the middle of the day (18.19). Meal periods are not considered time worked when the meal period is at least 30 minutes, the employee is completely relieved of duty and the employee is free to leave his/her work station (18.20). If an employee is required to work through the meal period, that time shall be considered time at work; and the appropriate administrator may reduce the length of the scheduled shift by the length of the meal period (18.21).

**Breaks:** Employees are entitled to a 15-minute paid break for every 4 hours worked (18.22).

**Clean-up Time:** Ten minutes clean-up time may be granted by the appropriate administrator, as necessary for personal washing and changing clothes (18.23). Employees who come into contact with dirt, waste, biowaste, or toxics shall be granted clean-up time (18.24).

**Telecommuting:** Telecommuting shall be voluntary. Participation shall be based on a written agreement between employee and administrator (18.25). If a campus allows telecommuting, a written policy shall be developed and a written agreement concerning work assignment and performance shall be developed. 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). A new telecommuting program may involve a meet and confer on impact, pursuant to Article 4, Section 4.1. Upon request of CSUEU, the CSU shall meet and confer on issues relating to the implementation of YRO (18.26).

### ARTICLE 19 - OVERTIME

**Overtime Compensation:** Overtime is defined as authorized time work in excess of 40 hours in a 7-day period beginning Sunday at 12:01 am, and ending Saturday at midnight (19.1). For employees assigned a 9/80 work schedule, overtime is defined as authorized time worked in excess of 40 hours in seven consecutive twenty-four hour periods beginning 12:01A.M. Friday and ending 12:00 noon the following Friday (19.1). For a 3/12 work schedule, overtime shall be defined as authorized time worked in excess of 80 hours within 14-day schedule (19.2). Overtime can be compensated in cash or Compensatory Time Off (CTO) and shall be at one and one-half the employee's base pay rate, including any appropriate stipend (19.3). Holidays, sick leave and vacation count as time worked for purposes of calculating overtime (19.6). An effort shall be made to equalize overtime among interested employees (19.7).

**Minimum 8-hour break between shifts:** If, as a result of an overtime assignment, a non-exempt employee will not have an 8-hour rest period before the start of his/her regular shift, the employee shall arrange with the administrator whether to take time off at the beginning of the next shift, at the end of the shift, work the entire shift, or change his/her start time. The intent is to allow employees to have a minimum of eight hours between shifts, should they so choose (19.5).

## Summary of the 2012-2014 CSUEU-CSU Collective Bargaining Agreement

### ARTICLE 19 - Continued

**Compensatory Time Off:** Overtime eligibility is determined by classification (19.14 and Appendix C). The scheduling of CTO shall be by mutual agreement, when possible. However, the CSU can direct employees to take CTO, with reasonable notice (19.10). CTO should be taken during the year it is earned. CTO in excess of 120 hours as of December 31 must be paid for in cash no later than February 1 of the following year (19.11). When an employee is separated from service, he/she is entitled to a lump sum payment for any earned CTO (19.13). Employees who work two hours before or two hours after a regularly scheduled workday are entitled to claim the cost of a meal, pursuant to CSU travel regulations (19.15). Claims must be supported by a voucher. The employee does not have to interrupt his/her work to take the meal, and meal time is not work time (19.15). Overtime does not include time spent in travel to and from the work site (19.16), except for travel associated with training and professional development (22.32).

**Call-back and On-call Compensation:** A non-exempt employee who is called back to work shall receive no less than 3 hours pay (19.17). When it is necessary for exempt employee to be called back to work, managers may authorize informal adjustments in their work hours (19.19). On-call time is outside an employee's regular work schedule, but during which he/she must be available to report (19.20). At the discretion of the administrator, an employee required to maintain remote contact with his/her campus outside of normal working hours may receive a monthly stipend (20.27). If contacted by an appropriate administrator and directed to return to work, call-back provisions apply (19.20).

### ARTICLE 20 - SALARY

**Compensation:** Due to the lack of funding in the state budget, there was no GSI in FY 2011/12. Reopeners in FY 2012/13 and FY 2013/14, if either party makes request (20.4). SSI eliminated. Shift differential to be paid to employees who are assigned to work and who work specified hours (20.5-20.10). 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 (20.10).

**Shift Differential:** Shift differential of \$1.25/hour for the employee's entire shift is paid to non-exempt employees who regularly work four or more hours between 6 p.m. and midnight (swing shift) [20.5]. \$2.20/hour for the employee's entire shift is paid to non-exempt employees who regularly work four or more hours between midnight and 6 A.M. (graveyard shift) [20.6]. Employees who are regularly assigned to work less than 4 hours between 6 P.M. and midnight will receive a shift differential of \$1.25 per hour for each hour worked between 6 PM and midnight. Employees who are regularly assigned to work less than 4 hours between midnight and 6 AM will receive a shift differential of \$2.20 per hour for each hour worked between midnight and 6 A.M (20.8).

**Pay plans:** Probationary, permanent, and temporary employees with a 12-month appointment may request participation in 10/12 and 11/12 pay plans (20.11). The assignment of an employee into one of these pay plans is subject to approval by the appropriate administrator. Entry into the programs is voluntary, but unless a return to full-time status is included in the request to participate, the return to 12/12 must be with the approval of the supervisor (20.11). The supervisor may require an employee to return to the normal 12-month schedule with only 3 months notice (20.15). Under these pay plans, the employee reduces his/her yearly schedule by one or two months and receives 12 monthly pay checks (adjusted for the reduced number of months) [20.16]. The employee also receives regular benefits and accrues sick leave and vacation for the months off work status, but does not receive holidays if they occur during the time off work (20.17).

## Summary of the 2012-2014 CSUEU-CSU Collective Bargaining Agreement

### ARTICLE 20 - Continued

**In-range progression:** In-range progressions (IRPs) are increases within a salary range or sub-range and may be based on enhanced skills, equity, retention, performance, increased workload, out of class work that does not warrant a reclassification, a new lead work or new project coordination functions (where the class standard does not specifically list lead work) and/or salary-related criteria [20.24(b)]. A request for an IRP may be submitted by either the employee or their manager [20.24(d)]. Employee-initiated IRP requests shall be submitted to the appropriate administrator before being forwarded to Human Resources (HR) [20.24(d)]. An employee may only request an IRP twelve months after they have received a response regarding any previous IRP request [20.24(d)]. If an administrator hasn't forwarded an employee's IRP request to HR within 30 days, the employee can file it directly with HR [20.24(d)]. IRP reviews shall be completed within 90 days after request is received by HR [20.24(d)]. IRPs, if granted, shall be at least 3% [20.24(a)]. The award of an IRP is final and is not subject to the grievance or complaint procedures [20.24(f)]. 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 [20.24(c)].

**Bonuses:** Bonuses are paid out of campus funds only and can be paid for performance recognition, recruitment, retention, critical skills, and individual or group performance (20.22). Bonuses can be paid at any time. Prior to granting any performance bonus, criteria must be written and made known to employees [20.22(a)].

**Stipends:** Employees shall receive a monthly stipend when assigned by an appropriate administrator, in writing, to temporary project coordination or lead work functions which have a specific beginning and ending date (20.26). Employees may receive a stipend for limited-time additional work, special projects, or being required to maintain contact with the campus outside of their normal work hours on a regular basis (20.27). Stipends are paid on a month-to-month basis, and can range between 3% and 10% of the employees base salary (20.28). The decision to assign an employee to lead work or project coordination is made by the supervisor and is not grievable (20.28).

**Emergency pay:** Emergency pay is pay at the overtime hourly rate for work done when the President declares a state of emergency (20.36).

**Red circle rates:** A red circle rate is pay that is no more than 25% above the maximum of a classification's pay schedule for a period not to exceed 5 years (20.31). Red circle rates shall be given to laid off employees who elect to return to previously-held lower classifications for the period of time they are on the reemployment list (24.12). Red circle rates may be given to employees who move into a lower classification (20.19). Red circle rates are not authorized if the demotion was disciplinary or for personal convenience (20.34).

**Underpayment of wage:** If an employee believes he/she was underpaid, he/she should notify the appropriate administrator, who will investigate and provide a memo to payroll within 10 days. The employee must be notified of the decision, and if there was an error, be paid within 30 days (20.37).

**Information Reports:** The CSU shall provide annually to the CSUEU the name, classification and campus of each CSUEU-represented employee, along with the amounts of any GSI, MSI, and IRP received (20.38).

## Summary of the 2012-2014 CSUEU-CSU Collective Bargaining Agreement

### ARTICLE 21 - BENEFITS

**Eligibility:** Employees who are appointed half-time or more, for more than 6 months, are eligible for health, dental, vision and life insurance (21.1). Eligible family members are legal spouses, registered domestic partners (21.3), unmarried children from birth to the month they reach 26 years of age, adopted children, step-children, natural children recognized by the parent, a child living with the employee in a parent-child relationship who is economically dependent on the employee, or a disabled child over the age of 26 who has been properly filed with the carrier (21.2). Ineligible employees are intermittent employees or employees who are wholly paid from funds not controlled by the CSU from which payment of insurance premiums cannot be made (21.1).

**Health, Dental, Vision and Life Insurance:** Eligible employees and family members shall receive health benefits offered through CalPERS (21.4). The 100/90 formula for health benefits is maintained for life of the 3-year agreement (21.4). CSU will continue to pay 100% of dental and vision premiums (21.5 and 21.6).

**Health Care Reimbursement Account:** All eligible bargaining unit employees may participate in a Health Care Reimbursement Account (HCRA) (21.7).

**Life, Accidental Death and Dismemberment Insurance:** The CSU shall provide \$10,000.00 Life, Accidental Death, and Dismemberment Insurance at no cost to eligible CSUEU represented employees, while they are employed by the CSU (21.8).

**Rural Health Care Stipend:** Rural health care stipend of \$1500 per year for eligible employees who live in areas of the state without access to HMOs (21.9).

**Non-Industrial Disability Insurance:** The maximum weekly payment for employees eligible for Non-Industrial Disability Insurance shall be \$250.00 per week (21.10).

**403 (b) Plan:** CSUEU-represented employees are eligible to participate in tax-sheltered annuity programs in accordance with IRS regulations (21.11).

**Travel Reimbursement:** Employees traveling on CSU business are entitled to reimbursement in accordance with CSU travel regulations (21.13).

**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 (21.14). Parking fees cannot be higher than student rates (21.18). 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 (21.14). Campuses may not decrease the number of available non-reserved parking spaces (21.16). Employees can participate in the CSU pre-tax parking program (21.20). Only employees who pay reserve or premium parking fees may park in those lots (21.17).

**Uniform Reimbursement:** Parking Officers, Community Service Specialists and Police Dispatchers, who are required to wear uniforms shall be reimbursed up to specified amounts (21.21 and 21.22). Employees in these classifications may request an advance for the uniform purchase at the time of hire (21.27). Employees may submit uniform reimbursement claims on a monthly basis (21.25). No employee shall be required to spend more than the amount specified in the contract (21.25). Employees are required to wear uniforms that are provided to them (21.26).

## Summary of the 2012-2014 CSUEU-CSU Collective Bargaining Agreement

### ARTICLE 21 - Continued

**Employee Assistance Program (EAP):** The CSU shall continue the existing EAP or an equivalent at each campus. Records of employee participation in an EAP shall remain confidential (21.28) The president may approve an employee using accrued leaves to participate in an EAP (21.29). The President may defer or cancel pending disciplinary actions based on completion of appropriate EAP (21.30).

**Dependent Care Reimbursement:** All bargaining unit employees, except intermittent employees, shall be eligible to participate in the CSU Dependent Care Reimbursement Program pursuant to CSU and IRS regulations (21.31).

**Dependent Care:** The CSU recognizes the importance of child care, elder care, and disabled dependent care, and employees may participate in child care programs that exist in campus or systemwide policies. Employees may participate in flex-time schedules, if available (21.34).

**Flex Cash Plan:** Employees whose spouses/domestic partners have non-CSU health coverage can waive medical and/or dental insurance and receive up to \$140 per month (21.36). Employees with spouses who work for the CSU are not eligible for this benefit.

**Part-Time Employees Retirement Plan:** Part-time, seasonal, temporary, and intermittent employees who are not eligible for retirement through the California Public Employees Retirement System will be included in the Part-Time Seasonal Temporary (PST) Retirement Program administered by the Department of Personnel Administration's Savings Plus Program, a Defined Contribution Plan Program (21.37). The cost of this plan for employees is a pre-tax 7.5% deduction. There is no cost to the CSU (21.37)

**Golden Handshake:** If the Office of the Governor and the Department of Finance advise the CSU of the availability of an early retirement program, the CSU will notify CSUEU, and upon written request from the Union, meet and confer regarding the availability (21.38).

**Public Transportation Incentives:** Campuses shall encourage the use of mass transportation by promoting programs such as free/discounted mass transit passes, van pools, ride share programs, permits for bike riders in inclement weather and commuter tax benefit programs (21.39). When possible, CSU shall adjust employee's work schedule to accommodate use of alternative transportation (21.40).

**Housing Assistance Programs:** CSU shall provide the union with notice about any Housing Assistance Programs and provide an opportunity to bargain if a campus does not intend to make program available to CSUEU-represented staff (21.41).

### ARTICLE 22 - PROFESSIONAL DEVELOPMENT

**General Training and Development:** Employees may submit training and development requests, which could include release time, flexible hours, tuition and travel (22.1). Employees shall be provided training appropriate to newly assigned duties or equipment, as determined by the appropriate administrator (22.2).

## Summary of the 2012-2014 CSUEU-CSU Collective Bargaining Agreement

### ARTICLE 22 - Continued

**Training Opportunities:** When an appropriate administrator recommends training to improve an employee's performance, if the training occurs during work time, the employee may be granted release time, if operational needs are met (22.3). Permanent employees may request or be offered the opportunity for a temporary training assignment in a higher level position (22.4). When an appropriate administrator recommends training to improve employee performance (22.3) or taking professional development courses (22.15), release time may be granted. Permanent employees temporarily assigned to a higher classification shall be appropriately compensated from the first day of the assignment, pursuant to Section 17.5 (22.6). An employee serving such on such a training assignment shall be provided a letter of verification which will be placed in his/her personnel file (22.7). At the end of the assignment, the employee shall be returned to his/her permanent assignment with their previous status (22.8). When possible, training should be provided to employees whose jobs could be eliminated due to technological changes (22.9).

**Training Proposals:** Employees or the union may prepare and present training proposals (22.10). The proposal shall be considered (22.11). Upon request, the appropriate administrator shall meet with the union and a reasonable number of effected employees to discuss the proposal (22.12). Professional development can include fee waiver programs, training that directly benefits the campus, and continuing education (22.14). An employee may request up to a one-year leave of absence, without pay, for professional development (22.16).

**Employee Development:** Employees may request a career development program, including the attainment of the appropriate certificate or degree (22.17). After the completion of an approved career development program, the employee may request, in writing, a temporary training assignment consistent with that plan within 120 days of the completion of the plan. Requests shall include a current resume; a description of their new skills, abilities, knowledge, and information obtained in the career development program (22.18). Within 21 days, the HR office shall contact the employee to schedule a meeting to discuss the request (22.19). Granting of the training will be in accordance with the campuses' ability to arrange the training (22.20). Within 90 days, a representative of Human Resources will meet with the employee to discuss the feasibility of the training assignment (22.21). When arrangements are completed, the employee will have another meeting with the representative of Human Resources to provide written details (22.22). The employee shall receive written evaluations every two months of the assignment (22.24). After completing the training ,the employee may request to be interviewed for any announced vacancies comparable to the training assignment (22.27).

**Compensation for Hours Worked Attending Training:** Employees who complete career development program shall be interviewed for posted positions, when qualified (22.28). The CSU shall reimburse employees for job-required training expenses when training is required by CSU (22.29). Non-exempt employees who are required to take courses by CSU shall be granted release time and their work hours may be adjusted so that the training takes place during normal working hours (22.32). If required courses for non-exempt employees are scheduled during off-duty hours, the time spent in training is counted as hours worked (22.32). Release time shall be granted to employees who must take exams in order to maintain specialized licenses required by the CSU (22.31). When exempt employees are required to work extended hours to attend training, managers may authorize informal adjustments in their normal work hours (22.33).

## Summary of the 2012-2014 CSUEU-CSU Collective Bargaining Agreement

### ARTICLE 22 - Continued

**Fee Waiver:** All full-time employees and part-time permanent employees may take two courses or six units per semester through the fee waiver program (22.35). Fee waiver courses must be job-related or part of an approved career development program (22.36). Release time shall be granted for one course per semester/quarter, subject to operational needs (22.37). All category I and II fees, including professional program fees, campus academic fees and college-based fees, will be waived for employees (22.41). Fee waiver to include undergraduate, graduate, credential, on-line and summer term courses, if state-supported (22.35). If release time requests are denied due to operational need, the appropriate administrator shall provide a written explanation (22.37). Eligible employees enrolled in doctoral programs shall be eligible for partial fee waiver (22.35).

**Dependent Fee Waiver:** Employees eligible for fee waiver may transfer their benefit entitlement to a spouse, dependent partner, or dependent child up to the age of 25 (22.45). Spouses, domestic partners, or children of employee are entitled to student services in addition to instructional services (22.50). As a result, dependents will only have the application fee, identification card fee, and State University Fee waived for courses under the fee waiver program waived (22.47). Dependents are exempt from the determination that space must be available (22.49). Dependents enrolled in doctoral programs shall be eligible for partial fee waiver (22.35).

**Continuing Education for BU 2 Employees:** Continuing education activities, of up to 50 hours per year, may be provided to eligible BU 2 employees (22.54). When exempt employees are required to work extended hours to attend training and/or education programs, managers may authorize informal adjustments in their normal work hours (22.60). Attendance at CE activities for specified BU 2 employees outside of their regular work hours may be supported by the CSU at the discretion of the President (22.58).

### ARTICLE 23 - HEALTH AND SAFETY

The CSU recognizes the importance of providing a safe workplace for employees (23.1). In the event of a natural disaster, or state of emergency declared by the President, the CSU will endeavor to take the necessary health and safety measures, as required, and will meet with CSUEU at an appropriate time to review those measures (23.2). Safety equipment shall be provided and maintained, when it is deemed necessary (23.3). Safety equipment includes, but is not limited to, safety glasses, lab coats, protective footwear, and respirators (23.3). Employees shall endeavor to maintain a safe working environment and follow CSU rules and policies (23.4). Safety hazards should be reported to the supervisor and usually the safety officer (23.5). Employees who believe that they are being required to work under unsafe or unhealthy conditions should notify the appropriate administrator (23.7). If an unsafe condition could cause death or significant injury, the appropriate administrator should respond as soon as possible (23.7). Employees can request a temporary reassignment if they believe their current one poses a clear danger to their health and safety (23.8).

CSU agreed to establish campus-wide safety committee on each campus, in addition to existing safety committees (23.9). Plant operations safety committees shall be established on each campus (23.10). CSUEU is entitled to representation on each committee. When requested, CSUEU shall be provided with campus disaster plans and MSDS sheets on substances used by represented employees (23.11). Recommendations and suggestions regarding safety made by employees or CSUEU shall be considered (23.6)

New employees shall receive safety training within 60 days of employment (23.12).

## Summary of the 2012-2014 CSUEU-CSU Collective Bargaining Agreement

### ARTICLE 24 - LAYOFF

**Definition and Order of Layoff:** Layoffs refer to an involuntary separation, involuntary reduction in timebase, or involuntary pay plan change because of a lack of funds or a lack of work (24.1). Layoffs are subject to meet and confer (24.3). Layoffs are within classification or skill levels within classifications (24.4). The order of layoff is first, temporary and probationary employees, and then permanent employees (24.4) in reverse order of seniority (24.6). Employees with documented specialized skills that are needed for a program and not possessed by other employees may be exempted from layoff (25.7). For temporary and probationary employees, the order of layoff is based on merit and competency in relation to program needs (24.5). The non-reappointment of a temporary employee is not a layoff (24.1).

**Seniority Point Calculation:** Permanent employees earn one seniority point per month (24.17). Length of service for permanent employees includes continuous time served as a temporary or probationary employee, plus any service in classes of equal or higher rank, including non-CSEA classifications on a campus (24.18). Time spent in family care, military service, disability, or on loan to another governmental agency, with pay, shall count toward the accumulation of seniority points (24.21). All other periods of leave without pay will not count towards seniority (24.21). If a class is abolished or restricted and a new class takes its place, all time served in the prior class will be counted in the new class (24.24). A class of equal rank means a class that has a maximum salary of not more than 2½% above or below the maximum salary of the employee's current class or skill level (24.25). A class of higher rank is a class with a maximum salary that is greater than 2½% above the maximum salary of the employee's current class or skill level (24.26). If there is a tie in seniority between two or more employees, the tie shall be broken by considering specialized skills, competency, and/or documented meritorious service (24.28).

**Notice:** Temporary or probationary employees shall receive 45 days notice of layoff (24.8). Permanent employees being laid off due to lack of funds shall receive 60 days notice (24.9). Notice required for permanent employees being laid off due to lack of work is 90 days (24.21). Notice must come from the President (24.9).

**Retreat Rights:** A permanent employee who is notified of layoff may transfer to any vacancy for which he/she is currently qualified (24.10). A permanent employee who is notified of layoff may be transferred or demoted into any classification or skill level in which they achieved permanency in the period preceding the layoff, so long as there is no break in service (24.11). An employee who elects to be demoted will have their salary re-circled in accordance with Article 20 (24.12). The employee must notify HR, in writing, within 30 days of receiving the layoff notice that they are invoking the demotion option (24.14). Any employee bumped by this demotion will have the same layoff rights as other employees being laid off (24.15).

**Reemployment Opportunities:** The names of laid-off employees shall be placed on a re-employment list for five years (24.29). Any openings in the effected classifications must first be offered to the employees on the re-employment list. If an individual turns down two such offers they will be removed from the list. An individual on the re-employment list can request inactive status for up to one year (24.30). An employee re-employed under this Article will retain permanency and whatever service credit they held at the time of the layoff (24.32). 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 (24.31).

## Summary of the 2012-2014 CSUEU-CSU Collective Bargaining Agreement

### ARTICLE 24 - Continued

**Voluntary programs:** Voluntary programs to help mitigate layoffs must be made available at least 60 days prior to the effective date of layoff (24.34). When layoff is due to lack of work, voluntary programs will only be made available to employees in classifications affected by layoff (24.34). Employee options in lieu of layoff are spelled out in contract (24.11 through 24.15). Laid-off employees are eligible to participate in fee waiver while they are on re-employment list (24.36). However, this benefit is not transferable to dependents (24.36).

### ARTICLE 25 - NON-DISCRIMINATION

The CSU prohibits discrimination on the basis of race, religion, ancestry, color, sex, sexual orientation, gender identity, gender expression, genetic information, age, physical disability, mental disability, veteran status, marital status, pregnancy, medical condition and/or national origin. (25.1).

Discrimination complaints are not subject to the grievance procedure or the complaint procedure. Employees who allege discrimination or sexual harassment shall file complaints as proscribed by Executive Order 928, or any superseding executive order, and may at the same time file a complaint over the same incident with the Equal Employment Opportunity Commission (EEOC) and/or the Department of Fair Employment and Housing (DFEH) (25.2). CSUEU also has the right to file a discrimination complaint on behalf of a group of employees (25.5).

An employee who alleges improper governmental activity and/or a significant health or safety threat shall file his/her complaint as proscribed in Executive Order 929, or any superseding executive order (25.3). An employee who is alleging retaliation for whistleblowing activities shall file his/her complaint as proscribed in Executive Order 1058, or any superseding executive order (25.4)

### ARTICLE 26 - CRUISE EMPLOYEES

Applies to employees of the California Maritime Academy who are assigned to go on cruises (26.1). For cruise employees, one year of service is equivalent to an academic year plus one cruise [26.2(a)]. Employees serving in a cruise year appointment do not accrue vacation credits [26.2(b)]. Cruise employees are entitled to all days designated in the academic calendar as academic holidays or any other day designated by the Governor for a public fast or holiday [26.2(c)]. Part-time employees shall have this applied pro rata [26.2(c)]. At the completion of a worked cruise, the cruise employee shall earn 40 hours of CTO to be used during the following calendar year [26.2(d)]. Cruise employees shall receive \$5 per day incidental pay for each day worked on a cruise (26.3). Employees shall be reimbursed the cost of obtaining or renewing their passport, the cost of or renewal of a mandated Merchant Mariner's Document (Z card) [26.5], and the cost of any x-ray required for tuberculosis screening required in order to receive a "maritime credential" (26.6).

### ARTICLE 27 - LABOR MANAGEMENT COMMITTEES

Either party may request a meeting to establish campus-based (27.1) or systemwide (27.5) LMCs on matters of mutual interest. Campus LMCs shall issue reports within 90 days of their last meeting (27.2). 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. A systemwide LMC will be convened to discuss a proposed new payroll system (27.8).

## Summary of the 2012-2014 CSUEU-CSU Collective Bargaining Agreement

### ARTICLE 28 - FAMILY CARE AND MEDICAL LEAVE

**Eligibility and Entitlement:** Article 28 incorporates provisions of federal Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) and is denoted as FML (28.1). Eligible employees who have at least twelve months of service are eligible for up to twelve weeks of Family Medical Leave (FML) in a twelve-month period (28.5). FML shall be granted to an employee with a serious health condition for the birth, adoption, or foster care placement of a child, or to care for a child, parent, spouse or domestic partner who has a serious health condition (28.7).

**Time Taken on FML:** FML is unpaid and employees must exhaust leave credits prior to being placed on unpaid FML (28.9). However, if FML is due to the employee's serious health condition and also qualifies for Industrial Disability Leave, Temporary Disability, or Non-Industrial Disability, the appropriate guidelines apply (28.12). 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 (28.10). 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 (28.11). FML, when used to care for an eligible family member, requires an employee to use all accrued vacation, person holiday, and CTO that he/she is eligible for prior to taking unpaid FML (28.13). When caring for an eligible family member, the employee may use sick leave upon mutual agreement with the appropriate administrator (28.14). FML taken for child birth or adoption/foster care must be taken within one year of the event (28.15). FML is separate and distinct from pregnancy disability leave, which allows for up to four months of leave (28.17).

**Request and Approval:** When CSU becomes aware employee has taken or intends to take FML, the employee may be asked to provide documentation from medical provider (28.19). An employee who needs to utilize FML should notify the President, in writing, as soon as possible (28.20). The employee has a right to return to his/her former position or an equivalent position upon expiration of the family and medical leave (28.24). Disputes regarding the granting or denial of FML are subject to the complaint procedure (28.26).

**Service Member Leave:** An eligible employee who is the spouse, registered domestic partner, son, daughter, or next of kin of an injured, covered service member is eligible for up to 26 work weeks of Service Member Care Leave (28.3, 28.6). An eligible employee with family members in the regular Armed Services is entitled to up to 12 weeks of Military Exigency Leave (28.4, 28.8).

### ARTICLE 29 - DURATION AND IMPLEMENTATION

Three year contract from March 20, 2012 to June 30, 2014 (29.1). Either party may reopen for Salary and Benefits (29.4). Reopener for Salary structure and movement through the ranges in FY 2012/13 (29.5).

## Summary of the 2012-2014 CSUEU-CSU Collective Bargaining Agreement

### **SIDELETTER 1 - CFA IS EXPECTED TO SHARE OFFICE SPACE WITH OTHER UNIONS**

The parties agreed to retain the 2007 Side Letter, which states that pursuant to Section 6.23 of the CFA-CSU contract, CFA will be provided office space on each campus, which shall, upon their request, be shared with other unions.

### **SIDELETTER 2 - LABOR-MANAGEMENT COMMITTEE ON LONG-TERM COMPENSATION STRATEGY RECOMMENDATIONS**

CSU agreed to 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.

### **SIDELETTER 3 - REOPENER ON SALARY STRUCTURE AND MOVEMENT THROUGH SALARY RANGES**

Should the parties engage in Reopener Bargaining in FY 2012, negotiations will take place on salary structure and movement through salary ranges.

### **SIDELETTER 4 - GRIEVANCE ARBITRABILITY**

Upon ratification of the contract, CSUEU may appeal any grievances filed on or after July 1, 2011 to arbitration.

### **APPENDIX A - INCLUDED CLASSIFICATIONS**

Appendix A lists all classifications included in Bargaining Units 2, 5, 7, and 9, respectively.

### **APPENDIX B - LIST OF PER DIEM EMPLOYEES**

Appendix B lists those classifications that can be posted as per diem, pursuant to the definition found in Article 2, provision 2.15 (e).

### **APPENDIX C - OVERTIME/SHIFT DIFFERENTIAL**

Appendix C lists classifications eligible for overtime and shift differential.

### **APPENDIX D - SUPERSESSION**

If any of the statutes listed in Appendix D conflict with the CSUEU/CSU Agreement, the Agreement prevails.

### **APPENDIX E - SALARY SCHEDULES**

Appendix E lists all classifications in Bargaining Units 2, 5, 7 and 9, and their pay ranges, as of March 2012. For current pay scales, visit the Chancellor's Office website at <http://www.calstate.edu/HRAdm/SalarySchedule/salary.aspx>

### **INDEX**

The Index makes it significantly easier for employees to find various topics in the contract.

*To view the 2012-2014 Agreement on-line, go to [www.csueu.org](http://www.csueu.org)*

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