

CSUEU / CSU 2018 - 2020 Tentative Agreement Summary

1	Recognition	No change.
2	Definitions	No change.
3	Management Rights	No change.
4	Effect of Agreement	No change.
5	Union Rights	Created seven (7) working day timeline to submit requests for release time for most sections. Clarification that release time under the agreement is only for BU 2, 5, 7 and 9 employees. Negotiations must occur within 30 days of ratification regarding implementation of a new employee orientation law (AB 119).
6	Concerted Activities	No change.
7	Grievance Procedure	Removed requirement to confirm date of receipt on email transmission. Updated term <i>immediate non-bargaining unit supervisor</i> to <i>Appropriate Administrator</i> . Removed requirement for grievant to disclose settlement proposals made at Level I, when the Level II grievance is filed. Updated procedure for requesting release time for grievance processing to include written notifications to the Appropriate Administrator & new timelines for responding to release time requests. Updated release time language for State Personnel Board hearings to include the employee returning to campus after hearing, if the employee can reasonably return to work one hour or more before the end of their shift. Added twice per year reconciliation of grievance status between the CSU and CSUEU.
8	Complaint Procedure	Changes made to mirror Article 7 (Grievance Procedure). Removed sexual harassment and discrimination language, as such complaints are handled by EO 1096.
9	Employee Status	Modernized language on job postings. Added new posting requirements for preferred qualifications (when applicable) and targeted salary range (if any). Desirable experience, preferred qualifications and specialized skills must be related to the classification and duties of the position. Interviews must be granted for employees who meet minimum requirements. New requirement for position description to be attached to appointment letter, and the Appropriate Administrator's name provided. Removed language regarding prisoner and work relief programs. Intermittent employee hour cap changed from a twelve (12) month period to fiscal year.
10	Employee Performance	Temporary employees with twelve (12) month appointments must receive a performance evaluation at least once. Performance evaluations must now be based on job-related criteria. It is now the normal practice, rather than recommended, that an Appropriate Administrator counsel an employee on below satisfactory performance when the concern is identified and before it is documented in an evaluation. The Appropriate Administrator may request an evaluator draft a performance evaluation, however only the Appropriate Administrator can provide that evaluation to an employee. All other duties of the evaluator are shifted to the Appropriate Administrator. Increased time to review draft evaluation to ten (10) days. CSU and CSUEU will meet within 90 days of ratification to negotiate the introduction systemwide evaluation forms and written guidance on procedures. Forms will include metrics and scales that will be clearly defined and achievable.
11	Personnel File	No change.
12	Corrective Action	Clarified President response timeline for written reprimand appeal. Clarified that request to remove reprimands are made in writing to the Human Resources Office.
13	Resignations	No change.
14	Vacations and Holidays	Vacation accrual issues for Cruise Employees to be dealt with in upcoming negotiations over terms and conditions of Cruise Employees (see Article 26 - Cruise Employees). Increased vacation maximum carryover to 320 hours for employees with ten (10) years or less service, and 440 hours for employees with more than ten (10) years of service. Improved vacation language to allow for request for vacation with less than thirty (30) days notice. Less than thirty (30) day's notice cannot be grounds for denying the request. Immediate vacation request can be made orally, and later documented in writing. Employees on a compress or alternate work scheduled who receive an alternative day off as a result of the holiday must use this day on the next scheduled work day, subject to operational need.
15	Leave Of Absence (LOA) with Pay	Removed the word "funeral" from bereavement leave, as a funeral is not required for such leave. Clarified that in order for employees to be eligible for parental leave, the employee must be employed with the CSU prior to the birth or placement of the child.
16	Leave Of Absence (LOA) without Pay	No change.

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17	Assignment / Reassignment	Clarified that employees duties and responsibilities must be consistent with the classification standard assigned to the employee's position. Lateral reassignments must be made in writing. If more than one employee requests an opportunity for lateral reassignment, consideration must be given to seniority provided operational needs are met. Clarified the process for classification studies and scope of classification bargaining.
18	Hours of Work	Developed a new process for a employee to move to a compressed or alternate work schedule, when there is not mutual agreement. Clarified that unpaid meal periods are only required for employees who work five (5) hours or more. Interrupted rest periods must now be rescheduled. The parties will bargain over issues related to the Athletic Trainer classification within 90 days of ratification.
19	Overtime	For exempt employees who are called back to work, the Appropriate Administrator must now authorize informal adjustment of work hours. On-Call assignments must not be unreasonably assigned.
20	Salary	Guaranteed salary increases with no contingency based on state funding levels. 3% General Salary Increase (GSI) retroactive to July 1, 2017 for all employees in active pay status, or on leave, as of that date. All classification minimums will be retroactively increased to at least \$15/hour as of July 1, 2017. 3% GSI effective July 1, 2018. 3% GSI effective July 1, 2019. The maximum of the salary range increases with each GSI, but the minimum of the salary range is frozen. A \$650 one-time recognition bonus will be paid to each employee in active pay status, or on leave, as of the date of ratification. Payments prorated for those less than full-time. Shift differential increased to \$1.35 and \$2.30 per hour, depending on shift. A red circle rate must now be granted when an employee is demoted for medical reason or disability accommodation. A working group will be formed to review salary structure issues.
21	Benefits	No changes to health care, vision, dental, retirement or any other program. No change to the Rural Health Care Stipend. No parking increases for the life of the agreement. Increase on retiree health care vesting to ten (10) years of service for those who are hired on, or after, July 1, 2018 <u>and</u> become members of CalPERS on, or after, July 1, 2018. No change on pension vesting.
22	Professional Development	No change.
23	Health and Safety	When the Union makes a recommendation or suggestion regarding health and safety, the Union must receive a written response. Clarified health and safety committee campus structure and topics. CSU must provided all revenant health and necessary health and safety documents to the Union.
24	Layoff	No change.
25	Non-Discrimination	No change.
26	Cruise Employees	No changes to this article at this time. Parties agree to bargain over terms and conditions of employment for employees assigned to a cruise schedule at CSU Maritime Academy within 60 days of ratification.
27	Labor Management Committee (LMC)	No change.
28	Family and Medical Leave (FML)	No change.
29	Duration & Implementation	Three year agreement ending June 30, 2020. Added citation to the Government Code.

The full text of the Tentative Agreement can be viewed online at www.csueu.org