

Article 20 – Salary

Modify 20.4 General Salary Increase as follows

General Salary Increase

20.4 All employees in the bargaining unit shall receive a General Salary Increase (GSI) as follows:

- a. For fiscal year 2022/2023, effective July 1, 2022, all bargaining unit employees in active pay status (or on leave) as of that date shall receive a General Salary Increase (GSI) seven percent (7%).**

Employees will be eligible for an additional one percent (1%) for a total of eight percent (8%), depending on the State budget allocation to the CSU.

A calculation will be conducted based on the State of California’s final Budget Act of 2022, which has an expected enactment date between June 27, 2022, and September 30, 2022. This calculation will determine the new, unallocated, ongoing funding for the CSU from the State.

If the new, unallocated, ongoing funding from the State for fiscal year 2022/2023 is increased to \$300,000,000 or more, then a one percent (1%) GSI will be added to the seven percent (7%) increase set forth above for a total of an eight percent (8%) increase effective July 1, 2022.

- b. For fiscal year 2023/2024, the Union shall have the option to re-open negotiations on Article 20 and Article 21 (Salary and Benefits) by providing a written request to the CSU after the Governor has released the 2023/2024 May Revision, but prior to July 31, 2023.**

If the parties cannot reach an agreement regarding the 2023/24 reopener and after the parties complete the statutory impasse procedures under HEERA, Article 6 (Concerted Activities) shall be suspended.

- ~~c. For fiscal year 2017/2018 and effective July 1, 2017, all bargaining unit employees in active pay status, or on leave as of that date, shall have their individual salary rate increased by three percent (3%).~~

- ~~d. For fiscal year 2018/2019 and effective July 1, 2018, all bargaining unit employees in active pay status, or on leave as of that date, shall have their individual salary rate increased by three percent (3%).~~

- ~~e. For fiscal year 2019/2020 and effective July 1, 2019, all bargaining unit employees in active pay status, or on leave as of that date, shall have their individual salary rate increased by three percent (3%).~~

Salary scale maximums **and minimums** for all classifications shall be increased by the amount of the General Salary Increases. These changes will be effective as of the date of the General Salary Increase in each fiscal year of this Agreement. ~~Salary scale minimums for all classifications will remain unchanged for fiscal years 2018/2019 and 2019/2020 of this Agreement.~~

~~Effective July 1, 2017, the minimum of the salary range for any CSUEU represented classification shall be not less than \$2,600.00 per month (\$31,200 per annum). Employees who are currently below the new proposed minimums shall first have the GSI in 20.4(a) applied to their current salary, and if their new salary remains below that of the proposed new minimum for their range, the employee shall then be moved to the new minimum of the range.~~

Upon ratification of this Agreement, CSU will work with the State Controller's Office to undertake the processing necessary to implement the terms of this Agreement in as timely a manner as possible.

Modify 20.5 Recognition Bonus as follows

Recognition Bonus:

20.5 ~~Following the ratification of this Collective Bargaining Agreement by the CSU Board of Trustees, there shall be a one-time bonus payment of \$650 for each employee in active pay status, or on leave, as of the date of ratification. Payments shall be made pro-rata for employees in less than full-time (1.0) appointments.~~

A one-time payment of \$3500 shall be provided to each bargaining unit employee with a 1.0 timebase or greater who is in active pay status (or on leave) as of the date of ratification of this agreement. Payments will be pro-rated for employees who are less than a 1.0 timebase on the date of ratification. For hourly intermittent employees, the formula for determining the pro-rata amount is as follows:

- Determining the FTE: The total number of hours worked by the employee for the six pay periods prior to the date of ratification divided by the number of total work hours in the six-month period of time = FTE for six-month period.
- Determining the Payment Amount: The \$3500 one-time payment is then pro-rated based on the FTE determined by the formula above.

Rehired annuitants are not eligible for the one-time payment pursuant to California Government Code 21224 and CalPERS determination of the law.

CSU/CSUEU - Global Package
Tentative Agreement – Subject to Ratification by both Parties
06/29/2022

Delete 20.4

Working Group on Salary Structure

~~20.40—The Parties agree to form a Working Group to review salary structure issues during the period of the successor Agreement.~~

Article 21 - Benefits

Modify 21.2 as follows:

21.2 The term "eligible family member(s)" as used in this Article shall mean the eligible employee's legal spouse, **domestic partner** and **unmarried** children from birth to the end of the month in which the dependent children reach age twenty-six (26). . . .

Modify 21.5 as follows:

21.5 Bargaining unit employees hired on or after July 1, 2018 and become members of CalPERS on or after July 1, 2018 shall receive the full portion of the CSU contribution payable for health benefits upon retirement at age 52 with at least 10 years of service credit (**GC Section 22874.7**). In addition, bargaining unit employees meeting these requirements shall be eligible for the full portion of the CSU contribution payable for basic dental plan. (**GC Section 22958.4**). ~~To the extent that a change in legislation is required to implement this provision, the CSUEU agrees to support the legislative changes necessary to give effect to this agreement.~~

Modify 21.9 as follows:

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

Modify 21.15 as follows:

Parking Fees

21.15 **Employees wishing to park at any CSU facility shall pay the staff parking fee in accordance with CSU campus policy. Parking rates shall not be increased in Fiscal Years 2017/18, 2018/19, and 2019/20.**

- a. **For the 2022/2023 fiscal year, parking fees may be increased no more than three percent (3%) and may not exceed student parking rates. The increase may apply to all staff parking rates, which could include daily, monthly, semester and/or annual permits.**

- b. **For the 2023/2024 fiscal year, parking fee increases are subject to any re-opener of this Article.**
- c. **Increases may be implemented at any time during the fiscal year, but campuses may not increase parking fees more than once per fiscal year.**

Article 2 – Definitions

2.X Domestic Partner or Registered Domestic Partner – The term “domestic partner” or “registered domestic partner” as used in this Agreement means a person meeting the requirements set forth in Family Code Section 298 et seq. and who has completed the Secretary of State’s registration process.

Article 9 – Employee Status

MEMORANDUM OF UNDERSTANDING WORKGROUP RE: TEMPORARY EMPLOYEES

The California State University Employees Union (“CSUEU”) and the California State University (“CSU”), collectively the “Parties,” agree to meet within thirty (30) days of ratification of a successor Collective Bargaining Agreement (CBA) to evaluate temporary employment under Provision 9.6.

The workgroup will be comprised of up to 10 individuals appointed by the CSUEU President and up to 10 individuals appointed by the Vice Chancellor of Human Resources in collaboration with campus Presidents. Appointments may include administrators from campuses as appropriate.

The workgroup will meet quarterly for a period of 18 months. Tentative meeting dates will be scheduled at the first meeting.

The current CBA allows for the appointment of temporary employees. The parties agree that they will work in good faith to examine temporary employment in the CSU. The CSU will present, at minimum, the following metrics:

- Percent of temporary appointments versus permanent appointments, each quarter.
- Percent of employees hired as temporary, excluding intermittent employees & rehired annuitants, each quarter.

A summary of the metrics will also be provided to the Vice Chancellor for Human Resources on a quarterly basis.

Modify 9.34 as follows:

- 9.34 If the complaint is not resolved at Level II, the complaint shall be moved to Level III for Chancellor's Office review. **The Level III response shall be the final decision and not subject to further appeal.**

Delete 9.36 – 9.45

- ~~9.36 Unresolved Level III complaint appeals may be submitted solely by CSUEU to a special, permanent Umpire jointly selected by CSUEU and CSU, who shall hear all such complaints thus appealed. Appeals shall be submitted to the Office of the Chancellor, with a copy filed with the Director of Human Resources at the rejected employee's campus within ten (10) working days after the Level III response.~~

Umpire Process

- ~~9.37 The Umpire shall schedule a hearing within 30 days of receipt of appeal at a mutually acceptable time and place.~~

- ~~9.38 Hearings shall be informal and the formal rules of evidence shall not apply. The Umpire will determine which party, if any, is the moving party and has the burden of proof. The order of hearing shall be as follows:~~

- ~~a. Opening Statement by CSU~~
- ~~b. Opening Statement by CSUEU~~
- ~~c. Presentation of Circumstances of Rejection of Employee by CSU~~
- ~~d. Presentation of Allegation (per provision 9.32) by CSUEU~~
- ~~e. Rebuttal presentation by CSU~~
- ~~f. Closing Statement by CSUEU~~
- ~~g. Closing Statement by CSU~~

- ~~9.39 Witnesses may be called by the CSUEU and/or the CSU. Witnesses may testify in person or by telephone. Witnesses may be cross-examined by the other party. Relevant documents may also be admitted into evidence. There shall be no stenographic transcript or briefs. The record of the proceeding shall consist of the exhibits admitted into evidence and the notes or tape recording, if any, kept by the Umpire.~~

- ~~9.40 Each party shall bear the expense of preparing and presenting its own case, including representative and witness fees, and expenses. Release time shall be authorized pursuant to the provisions of Article 8.~~
- ~~The Umpire hearing shall be no more than one (1) day, unless the parties agree to allow more time.~~
- ~~9.41 The Umpire decision shall be issued in the form of a bench ruling after a brief study period at the conclusion of the hearing, but in no event later than three (3) days from the close of the hearing by way of a written decision. The authority of the Umpire is limited to affirming or revoking the decision to release from probation. The Umpire decision shall not set a precedent and shall not be cited in any other administrative or legal forum.~~
- ~~The campus, the Union representative and the rejected employee shall be noticed concurrently with a copy of any written decision by the Umpire. If the decision to reject during probation is revoked by the Umpire, the rejected employee shall return to work as directed by the CSU within ten (10) days following the campus' receipt of the Umpire's decision. The notice to return to work from the campus shall be sent to the rejected employee via express mail to the last address provided to the campus. Upon the employee's return to work, the employee shall be retroactively placed on leave without pay status for the period between the rejection during probation and the employee's return to work and the employee shall resume probationary status for the remainder of the employee's probationary period. No service credit toward completion of the probationary period shall be awarded for the period of time the employee was placed on leave without pay status.~~
- ~~9.42 The Umpire shall not have the power to issue subpoenas or administer oaths. The Umpire shall rule on the specific complaint pursuant to provision 9.32 concerning the decision to reject during probation and no other matter, including claims the CSU violated the Agreement. The Umpire's decision shall be subject to limitations specified in provisions 7.25 (a) through 7.25 (d).~~
- ~~9.43 Disputes concerning interpretation and application of this procedure shall be resolved by the Umpire.~~
- ~~9.44 The decision of the Umpire shall be final and binding on the CSU, the employee and CSUEU.~~
- ~~9.45 The parties shall meet within thirty (30) days of ratification of the MOU to select an Umpire. If no agreement is reached, each party shall designate 3 nominees who are not affiliated with the CSU or CSUEU for possible selection. Parties shall alternatively strike from the combined list of 6 nominees until a single name remains that shall be designated as the Umpire. Option for first strike shall be determined by coin toss. Upon selection, Umpire shall be scheduled for a minimum of two (2) hearing dates per month for the resolution of rejection during probation cases, unless there are insufficient pending cases to warrant the scheduling of the 2 hearing dates. If the selected Umpire is unable to provide these two (2) hearing dates, or if the Umpire withdraws from the position after their selection and acceptance of appointment, the process regarding the list of six (6) nominees shall be repeated. The Umpire's term shall be for the duration of this Agreement. At the end of the Umpire's term, either~~

~~party may decline reappointment. If so, the process of selecting six (6) new nominees shall be repeated. All cost of the Umpire Process shall be borne equally by both parties.~~

Article 14 – Vacations and Holidays

Delete 14.3

~~14.3 ————— Employees serving in a cruise year appointment do not accrue vacation credits and are not eligible for paid vacation. CSU reserves position on this issue, which will be discussed as part of the meet and confer process agreed to by the parties regarding terms and conditions of cruise employees.~~

Modify 14.4 as follows:

14.4 Intermittent employees earn vacation credit in accordance with ~~HR/Leave 2002-01~~ HR/Leaves 2014-02 or in any superseding Technical Letter, if applicable.

Modify 14.17 as follows:

14.17 An intermittent employee is entitled to holiday pay based on the number of hours worked in the month the holiday is observed in accordance with ~~HR/Leaves 2002-01~~ HR/Leaves 2014-02, or in any superseding Technical Letter, if applicable, in accordance with the following table:

Article 15 – Leaves of Absence With Pay

Modify 15.1 as follows:

15.1 “Immediate family” as used in this Article shall mean:

- The employee’s spouse or domestic partner;
- The employee, spouse or domestic partner’s: parent, step-parent, grandparent, great-grandparent, sibling, child or grandchild (including foster, adopted and step), parent’s sibling aunt, uncle;
- The employee’s child-in-law son-in-law, daughter-in-law;
- A person living in the immediate household of the employee, except domestic employees, roomers, boarders, and/or roommates.

Incorporate the changes to 15.8 as previously agreed to and set forth below.

- 15.8 Any CSU employee who accrues vacation or sick leave credits may voluntarily donate either of those credits to any other CSU employee on the same campus, if the recipient employee has exhausted all accrued leave credits, i.e., sick leave, vacation and CTO, due to a catastrophic illness or injury, **or whose principal place of residence has been impacted by a natural disaster/state of emergency**. Catastrophic illness or injury is an illness or injury that has totally incapacitated the employee from work. Chronic conditions may also be considered catastrophic, even if the condition results in only intermittent absences. Conditions, which are short term in nature, such as colds, flu, or minor injuries, are generally not deemed catastrophic. The campus must make a case-by-case determination.

The following provisions shall apply:

(1) Catastrophic Illness or Injury

- a. An employee, **their** representative or the employee's family member must request the employee's participation and provide appropriate verification of illness or injury as determined by the campus President. The President shall then determine the employee's eligibility to receive donations based upon the definition provided above.
- b. An incapacitated employee may elect to defer a request to participate during a period of Industrial Disability Leave eligibility.
- c. Employees may donate a maximum of forty (40) hours leave credits per fiscal year in increments of one hour or more. Donations are irrevocable.
- d. Donated leave credits may be used to supplement each of the following: Industrial Disability Leave, Non-Industrial Disability Leave or Temporary Disability payments from the third party administrator, upon application for the appropriate disability benefit by an eligible employee. The total amount of leave credits donated and used may not exceed an amount sufficient to ensure the continuance of the employee's regular monthly rate of compensation.
- e. The total donated leave credits shall normally not exceed an amount necessary to continue the employee for three (3) calendar months calculated from the first day of catastrophic leave within a twelve (12) month period. The President may approve an additional three-month period in exceptional cases. The leave should not be deemed donated until actually transferred by the campus record keeper to the record of the employee receiving leave credits.
- f. For employees whose appointments have not been renewed, donated time may not be used beyond the employee's appointment expiration date in effect at the beginning of the disability.
- g. Only vacation and sick leave credits may be donated.
- h. Donated leave credits may not be used to receive service credit following a service or disability retirement.

- i. Any CSU union may solicit leave donations from bargaining unit employees for direct transfer to employees eligible to receive such leave credits.
- j. Catastrophic illness or injury may also include an incapacitated member of the employee's immediate family if this results in the employee being required to take time off for an extended period of time in order to care for the family member and the employee has exhausted both all of **their** accrued vacation credits and all of his/her accrued sick leave credits which may be used for family care in accordance with the appropriate collective bargaining agreement. Only donated vacation credits may be used for such family care catastrophic leave. Immediate family member shall be defined in accordance with the definition contained in the sick leave provisions of the collective bargaining agreement covering the recipient employee.
- k. The provisions of this program shall be subject to the grievance procedure contained in the collective bargaining agreement covering the grieving employee.

(2) Natural Disaster and State of Emergency:

- a. **Catastrophic leave for a natural disaster shall be leave for an employee who faces financial hardship because the employee has exhausted all of **their** accrued vacation credits; accrued sick leave credits; personal holiday credits; and C.T.O. credits; and is unable to work due to the effect of a natural disaster on the employee's **principal** residence.**
- b. **The employee resides in one of the counties where a state of emergency exists as declared by the governor.**
- c. **An employee, or their representative, must request the employee's participation and provide appropriate verification as determined by the campus President. The President shall then determine the employee's eligibility to receive donations based upon the definitions provided above.**
- d. **Employees may donate a maximum of forty (40) hours leave credits per fiscal year in increments of one hour or more. Donations are irrevocable.**
- e. **The total amount of leave credits donated and used may not exceed an amount sufficient to ensure the continuance of the employee's regular monthly rate of compensation.**
- f. **The total donated leave credits shall normally not exceed an amount necessary to continue the employee for three (3) calendar months calculated from the first day of catastrophic leave. The President may approve an additional three-month period in exceptional cases. The leave should not be deemed donated until actually transferred by the campus record keeper to the record of the employee receiving leave credits.**
- g. **For employees whose appointments have not been renewed, donated time may not be used beyond the employee's appointment expiration date in effect at the beginning of the natural disaster/state of emergency.**

- h. Only vacation and sick leave credits may be donated.
- i. Donated leave credits may not be used to receive service credit following a service or disability retirement.
- j. Any CSU union may solicit leave donations from bargaining unit employees for direct transfer to employees eligible to receive such leave credits.
- k. Pledged leave credits will be formally transferred to the recipient employee only at the end of a pay period, and then in chronological order of the dates pledged. This will ensure that any unused leave credits are never actually transferred until they can in fact be used by the recipient employee. In the event that an employee is unable to use all pledged credits in a pay period, the most recently donated leave credits that cannot be utilized will then never formally be transferred, thereby guaranteeing that they are in no way lost by an employee who wants to donate them in order to help a co-worker who needs the credits.

Article 16 – Leaves of Absence Without Pay

Modify 16.8 as follows:

- 16.8 ~~Within twelve (12) months of ratification of this successor agreement~~ Each campus will have a procedure for the processing of leave of absence requests which will not be subject to bargaining under HEERA. The procedure will address only the following points:

Article 18 – Hours of Work

Change title of Article from “Hours of Work” to “Hours and Location of Work”

Modify 18.26 as follows:

Telecommuting

- 18.26 If a campus determines that telecommuting, as defined in Article 2, is in its best interest, then a written telecommuting policy shall be developed. The provisions of this policy shall include, but not be limited to, the following: eligibility for both position and employee selection, consideration of an employee’s years of service on campus, a work place hazards assessment, responsibility for equipment assignment, usage and maintenance, and business related costs.

Participation in telecommuting is at the discretion of the Appropriate Administrator.

Telecommuting is only feasible for those job duties that can be performed away from the campus.

- ~~A. Participation in telecommuting is voluntary and at the discretion of the Appropriate Administrator. Participation in voluntary telecommuting shall be based on a written agreement between the employee and Appropriate Administrator. The written agreement shall contain the work schedule, performance expectations and duration of the assignment.~~

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.

- B. Telecommuting may be required when it is determined by the CSU that operations would be better conducted remotely due to a bona fide emergency or other unforeseen or temporary circumstances that have disrupted or could disrupt normal campus operations. Such circumstances may include earthquakes, power outages, fire, flood, gas leak, building construction or demolition, acts of terrorism, pandemics, infectious disease outbreaks, and similar circumstances. The Appropriate Administrator will consider the employee's desires and ability to work remotely including equipment and home circumstances before requiring telecommuting.**

When the University determines that telecommuting is required, it shall notify the employee in writing of the performance expectations, and expected duration of the assignment. As soon as practicable, the University will notify the Union of the required telecommuting and the nature of the circumstances.

Required telecommuting shall be limited in duration to the circumstances giving rise to the telecommuting, ordinarily no more than two (2) weeks. The Appropriate Administrator shall advise the employee of the expected date of return to campus.

An employee who needs additional equipment or supplies to telework, must discuss the issue with their Appropriate Administrator. If additional equipment or supplies are deemed necessary by the Appropriate Administrator, then the Appropriate Administrator shall do one or more of the following:

- A. provide the necessary equipment or supplies; or**
- B. authorize employee expenditure and subsequent reimbursement for the necessary equipment or supplies; or**
- C. provide an alternate work location that has the necessary supplies and equipment.**

~~All telecommuting work schedules require prior Appropriate Administrator approval. Hours of work shall be consistent with the operational needs of the organization and other Article 18 provisions. 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.~~

Delete 18.27

Athletic Trainers

~~18.27 The CSU and CSUEU agree to meet and confer over the Athletic Trainer Classification within ninety (90) days of the ratification of this agreement.~~

Article 24 – Layoff

Add new section 24.X as follows:

24.X **The President may consider alternative programs to mitigate layoffs prior to implementation of the procedures in this Article. If the President determines such a program is appropriate, the CSU will immediately notify the Union.**

Modify 24.8 and 24.9 as follows:

Employee Notice of Layoff

24.8 **An employee's status at the time of layoff notice shall determine the minimum required notice period (days) as shown in the chart below.**

	<u>Lack of funds</u>	<u>Lack of work</u>
<u>Permanent</u>	<u>60</u>	<u>90</u>
<u>Probationary</u>	<u>45</u>	<u>45</u>
<u>Temporary</u>	<u>45</u>	<u>45</u>

~~A temporary or probationary employee who is to be laid off shall receive notice of such layoff from the President no later than forty-five (45) days before the effective date of layoff.~~

24.9 ~~A permanent employee who is to be laid off shall receive notice of such layoff from the President no later than sixty (60) days prior to the effective date of layoff. A permanent employee who is to be laid off due to lack of work shall receive notice of such layoff from the President no later than ninety (90) days prior to the effective date of layoff. Such notice shall be in writing and mailed by certified mail, return receipt requested, to the employee's last known address. Notice of a layoff should be in-person, which includes virtual, and will be accompanied by a written notice (via hand or electronic delivery). A Proof of Service shall then be completed and retained by the campus.~~

When a campus determines an in-person meeting is not practicable, notice shall be mailed with tracking to the employee's last known address.

Modify 24.28 as follows:

- 24.28 The President shall break ties in establishing the layoff order of permanent employees by considering only the following factors:
- a. specialized skills and competencies of the employee; ~~and~~
 - b. documented meritorious service by the employee; and
 - c. **If the President is unable to break the tie based on a & b above, the following method will be used:**
 - **In comparing [CSU Employee Identification Numbers], the employee with the lowest last digit remains.**
 - **If a tie still exists, the employee with the lowest second to last digit remains.**
 - **This process continues until the tie no longer exists.**

Modify 24.29 as follows:

Reemployment Rights/Opportunities

- 24.29 The President shall enter the names of laid-off permanent employees **(including probationary employees who obtain permanent status after notice of layoff but prior to separation)** on a reemployment list by class, or by skill level within a classification, in order of seniority. An employee's name shall remain on the reemployment list until they return to a position in the same class, or skill level within a classification, held at the time of layoff and at the same time base as previously held. In no case shall a name remain on the reemployment list for more than five (5) years.

Add new section 24.X as follows:

- 24.X **The following process will be used to offer reemployment:**
- **The campus will contact the employee by telephone and email to offer the employee reemployment.**
 - **If the employee has not accepted or declined the offer of reemployment within two (2) business days, then the campus will mail the offer to the employee's last known mailing address.**
 - **The employee has fourteen (14) days from date of the first telephone call and email to accept or decline the offer of reemployment.**

- **If the employee fails to respond within the fourteen (14) day period, the offer will be considered declined.**

The employee is responsible for keeping their contact information up to date with the Human Resources Office.

Modify 24.34 and 24.35 as follows:

Voluntary Programs to Avoid Layoff

24.34 ~~At least sixty (60) days prior to the effective date of a layoff due to a lack of funds, the President shall make available voluntary programs to avoid layoff. At least ninety (90) days prior to the effective date of a layoff due to a lack of work, the President shall make available voluntary programs to avoid layoff. When the layoff is due to a lack of work, voluntary programs will only be made available to employees in the classifications affected by the layoff. If there are no employees in the affected classifications other than those notified of the possible layoff, voluntary programs will not be offered.~~ **After notice of a layoff has been made to the union, the parties will meet and confer over potential available voluntary programs.**

24.35 Such programs ~~shall~~ **may** include, but ~~shall~~ not be limited to:

- a. a voluntary reduced worktime program;

A voluntary reduced worktime program may reduce the time worked by an employee within the workweek or within the work year. The 10/12 or 11/12 pay plan as provided for in this Agreement shall be considered a voluntary reduced worktime program. Prior to a layoff, the President shall extend the provisions of the 10/12 or 11/12 pay plan (Article 20, Salary, Provisions 20.12 through 20.21) to employees in classifications undergoing layoff and may extend the provisions of the 10/12 or 11/12 pay plan to employees in classifications not otherwise eligible.

- b. leaves of absence without pay in accordance with Article 16, Leaves of Absence Without Pay, of this Agreement.

Article 25 – Non-Discrimination

Modify 25.1 – 25.6 as follows:

Non-Discrimination

25.1 The CSU prohibits discrimination on the basis of **Age, Ancestry, Color, Disability, Ethnicity, Gender, Gender Expression, Gender Identity, Genetic Information,**

Marital Status, Medical Condition, Military Status, Nationality, Pregnancy, Race, Religion, Religious Creed, Sex, Sexual Orientation, Sex Stereotype, and Veteran Status ~~race, religion, ancestry, color, sex, sexual orientation, gender identity, gender expression, genetic information, age (40 and older), disability, veteran status, marital status, pregnancy, medical condition and/or national origin. “Disability” and “medical condition” and “genetic information”~~ as used herein are consistent with the definitions provided in **the Interim CSU Policy Prohibiting Discrimination, Harassment, Sexual Misconduct, Sexual Exploitation, Dating Violence, Domestic Violence, Stalking, and Retaliation (“Non-Discrimination Policy”) Executive Order 1096, Technical Letters HR 2004-12, HR EEO 2011-02** or its successors. **The Non-Discrimination Policy is formerly known as Executive Order 1096.**

- 25.2 An employee, who alleges discrimination in violation of a CSU systemwide non-discrimination or anti-harassment policy, shall file their complaint under the procedure described in the **Non-Discrimination Policy or any successor policy Executive Order 1096, or in any superseding executive order**, if applicable. An employee may, at any time, file a complaint regarding the same incident with the Equal Employment Opportunity Commission and/or the Department of Fair Employment and Housing.

Whistleblowing

- 25.3 An employee, who wishes to file a disclosure of an improper governmental activity and/or a significant health or safety threat, shall file their complaint under the procedure described in **Complaint Procedures for Protected Disclosure of Improper Governmental Activities and/or Significant Threats to Health or Safety or its successors (formally known as Executive Order 929) Executive Order 929, or in any superseding procedure executive order**, if applicable.
- 25.4 An employee, who alleges that they suffered retaliation for making a protected disclosure of an improper governmental activity and/or a significant health or safety threat, shall file their complaint under the procedure described in **Complaint Procedure for Allegations of Retaliation for Having Made a Protected Disclosure under the California Whistleblower Protection Act (formally known as Executive Order 1058), or its successors Executive Order 1058, or in any superseding executive order**, if applicable.
- 25.5 The parties agree that CSUEU has the right to file a complaint under **Non-Discrimination Policy or any successor Executive Order 1096 (or any superseding Executive Order)** alleging discrimination or sexual harassment against more than one CSUEU-represented employee. The CSUEU agrees to identify the employees/grievants when so requested and to identify the alleged harm to those employees/grievants.

25.6 CSUEU and CSU agree that the intent of Article 25, Section 25.2, is that employees who allege discrimination in violation of CSU's systemwide Non-Discrimination Policy shall file complaint(s) under the procedure set forth in the policy or any successor Executive Order 1096, or any succeeding Executive Order.

Article 28 – Family and Medical Leave and Pregnancy Disability Leave

Modify 28.7 as follows:

FML Entitlement

28.7 Eligible employees shall be granted up to a total twelve (12) weeks of family and medical leave (FML) in a twelve (12) month period for the birth of a child of the employee; the placement of a child with an employee in connection with the adoption or foster care of the child by the employee; to care for a child, parent, spouse, ~~or~~ registered domestic partner, sibling, grandparent or grandchild of the employee who has a serious health condition; or for the employee's own serious health condition.

Article 29 – Duration and Implementation

Modify 29.1 as follows:

29.1 This Agreement shall become effective upon ratification by both parties and shall remain in full force and effect up to and including ~~June 30, 2020~~ June 30, 2024.

All other Articles

The parties Tentatively Agree to maintain status quo on the below listed articles:

Article 1	Recognition
Article 3	Management Rights
Article 4	Effect of Agreement
Article 5	Union Rights
Article 6	Concerted Activities
Article 7	Grievance Procedure
Article 8	Complaint Procedure
Article 10	Employee Performance
Article 11	Personnel File
Article 12	Corrective Action
Article 13	Resignations
Article 17	Assignment/Reassignment
Article 19	Overtime
Article 22	Professional Development
Article 23	Health and Safety
Article 26	Cruise Employees
Article 27	Labor Management Committees