

CSUEU Initial Bargaining Proposal #1

January 27, 2009

California State Employees Union (CSUEU), SEIU Local 2579, submits the following initial bargaining proposal to the California State University (CSU), pursuant to the provisions of Article 29 of our 2007-2009 Collective Bargaining Agreement. Only those sections with proposed changes are included in this proposal. CSUEU reserves the right to propose additional changes at a later date.

Article 1 - Recognition

No changes proposed at this time. CSUEU reserves the right to propose changes at a later date.

Article 2 ó Definitions

- 2.x1 ~~“Operational need”~~ The term “operational need” as used in this Agreement refers to a documentable necessity that can be shown to have a direct effect on the delivery of student, instructional, or infrastructure services that are critical to the educational mission of the CSU.

Article 3 ó Management Rights

- 3.2 When the Employer deems it necessary in order to carry out the mission and operations of the campus, the Employer may contract out work provided that the contracting out does not displace bargaining unit employees. "Displacement" includes, but is not limited to layoff, demotion, involuntary transfer to a new classification, involuntary transfer to a new location requiring a change of residence, and involuntary time base reductions.
- 3.3 The CSU shall notify the Union when contracting out is to be on a long-term basis for either an initial long-term contract, the extension of a long-term contract or a successor contract. Long-term contracting out shall mean contracting which is more than ~~one hundred eighty (180)~~ ninety (90) days. The Union may request to meet and confer on the impact of contracting out work when such contracting out is to be on a long-term basis. The CSU shall meet with the Union for this purpose within thirty (30) days of such a request. Notice to the Union shall be no later than one hundred twenty (120) days prior to the commencement of the contracting out. In emergency circumstances, when the University enters into a contract under which contracting out will commence in less than forty (40) days, when possible, notification shall be made two (2) weeks prior to implementing the contract, but in no event later than ten (10) working days after commencement of the contracting out.

Article 4 ó Effect of Agreement

No changes proposed at this time. CSUEU reserves the right to propose changes at a later date.

Article 5 ó Union Rights

- 5.9 The campus Human Resources Office shall provide to the person(s) designated by the Union, upon written request, a monthly list of all employees in bargaining units 2, 5, 7 and 9. Such lists shall contain names, bargaining unit, classification, campus email address, department name or department code and campus mailing address and shall be provided at no cost to the Union. An employee's home address shall be released to the Union unless the employee has officially informed the CSU that he/she wishes the home address withheld. Upon request of CSUEU, these monthly lists shall be provided in electronic format.
- 5.x1 Annually, the CSU shall provide CSUEU with twenty-five (25) systemwide parking permits.
- 5.x2 Upon request, CSUEU shall be provided appropriate office space on each campus. Rental charges, for the duration of this Agreement, shall be one (\$1) dollar per year for each office provided.

Article 6 ó Concerted Activities

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

Article 7 ó Grievance Procedure

- 7.7 The grievant and one representative, if any, may ~~discuss the grievance with~~ request a meeting with the immediate non-bargaining unit supervisor no later than thirty (30) days after the event giving rise to the potential grievance, or no later than thirty (30) days after the grievant knew or reasonably should have known of the event giving rise to the potential grievance. The grievant must identify the meeting as an Informal Grievance meeting. If the employee chooses to have an additional representative present during this informal discussion, then the immediate non-bargaining unit supervisor may also have an additional University administrator present during the discussions.
- 7.9 ~~A resolution of a grievance at the informal level shall not be precedent setting. (This provision is not needed; it is already covered in Article 7.41.)~~
- 7.15 Amendments and/or modifications to the grievance shall not be made by the grievant after the Level III ~~filing date~~ meeting, except by mutual agreement.
- 7.18 Within twenty-one (21) days of receipt of the Level III filing, the representative of the grievant shall schedule a conference, at a mutually acceptable date, time and location with a designated individual in the Office of the Chancellor for the purpose of reviewing the

matter. If there is no mutually acceptable location, then the conference shall take place via a telephonic or teleconference meeting. The CSU shall provide the necessary support for telephonic or teleconference meetings. The Level III meeting shall be held within thirty (30) days of the filing, unless the timelines have been mutually extended. The designated individual in the Office of the Chancellor shall respond no later than twenty-one (21) days after the conference. The original Level III response from the Office of the Chancellor shall be sent to the Union representative handling the case at Level III. A copy of the Level III response shall be sent to the grievant as long as the grievant provides an address on the grievance form. A copy of the response shall be sent to CSUEU Headquarters. If the grievant has not provided an address, the grievant's copy shall be sent to CSUEU Headquarters and CSUEU will deliver it to the grievant.

Article 8 ó Complaint Procedure

No changes proposed at this time. CSUEU reserves the right to propose changes at a later date.

Article 9 ó Employee Status

- 9.x1 Schedules for hourly intermittent interpreters shall be determined in the following order, based on their availability:
- skill level appropriate to the needs of the class being interpreted
 - seniority
- 9.3 An employee who believes he/she is qualified for a vacant position at a CSU campus or the Chancellor's Office may apply for such position within the specified application period. Applications shall be submitted to the appropriate Human Resources Office. An employee may submit, along with an application, a statement regarding his/her experience and service within the CSU. Such a statement shall be a part of the employee's application. CSU documents regarding any meritorious service, including performance evaluations, by the employee at the CSU may also be submitted by the employee with an application. It shall be the policy of the CSU in filling vacant bargaining unit positions to fill such vacancies from among qualified CSUEU-represented employees ~~individuals~~ currently employed at a campus. The President may appoint outside applicants when he/she determines such action is necessary to meet the best interest of the campus by obtaining specialized skills and abilities not available from current employees. Emergency temporary positions, as described in Section 9.10, are excluded from this provision.
- 9.x2 Unsuccessful internal applicants will be given reasons as to why they were not accepted.
- 9.x3 Employees who believe they are misclassified may request a classification review in accordance with campus procedure. CSUEU may also request a classification review in accordance with the campus procedure if the Union believes employee(s) are misclassified. If at the completion of the campus classification review procedure the parties are in disagreement as to the appropriate classification, the party who requested the original review may appeal the classification decision to the CSUEU/CSU Classification Appeal Committee. (Borrowed from 2008 APC-CSU Agreement, Section 13.13)

- 9.x4 The CSUEU/CSU Classification Appeal Committee shall consist of one person appointed by CSUEU and one person appointed by the Chancellor's Office for the University. The Appeal Committee shall review all the material presented and may contact campus and Chancellor's Office resources for additional information, if needed. The Committee has authority to overturn the campus decision provided the two representatives reach consensus. (Borrowed from 2008 APC-CSU Agreement, Section 13.13)
- 9.x5 The decision or outcome by the Committee cannot be appealed to the grievance or arbitration procedures contained in this agreement. (borrowed from 2008 APC-CSU Agreement, Section 13.13)
- 9.9 When a department has a vacancy on a shift, current employees in the same classification in the same department on another shift shall be given first opportunity to request transfer to the shift with the vacancy. Consideration shall be given to the employees' seniority. ~~The decision to transfer the employee to the vacancy shall not be subject to Article 7, Grievance Procedure.~~ *(The intent of this proposal is to make 9.9 consistent with 18.2)*
- 9.x6 Part-time employees must have a timebase of at least fifty percent (50%) in order to be considered probationary employees and qualify for permanent status. Employees who are appointed to a timebase of less than fifty percent (50%) shall be considered temporary employees. They shall not be eligible for permanent status. *(Side Letter #4)*

Article 10 ó Employee Performance

- 10.1 Permanent employees shall ~~be subject to~~ receive an annual performance evaluations. Performance evaluations shall be recorded on a standardized systemwide performance evaluation document to help ensure consistency during the evaluation process.
- 10.2 Performance Evaluations should be a review of the employee's performance and should be based upon the employee's current position description ~~job-related criteria~~. Employee performance evaluations are for the purpose of evaluating individual employee performance and for providing guidance for performance development and improvement. Employee evaluations should acknowledge changes affecting the employee's position that have occurred since the last evaluation.
- 10.x1 Employees shall be given recognition for supervising, leading and overseeing student assistants and work study students.
- 10.4 A written record of a performance evaluation shall be placed in the employee's personnel file. The employee shall be provided with a copy of the written record of the performance evaluation prior to its placement in the personnel file. Regardless of the overall performance evaluation rating scale, or other terms that a campus may use to evaluate overall performance, the campus shall use the term "satisfactory" to indicate an acceptable level of performance. Performance evaluations may be removed from an employee's personnel file after three (3) years, upon request of the employee.

10.9 The employee shall be given ~~up to~~ five (5) work days to review the draft evaluation and provide input, if any, to the evaluator.

10.11 Upon request of the employee or the evaluator, the evaluator and the employee shall meet to discuss the evaluation. Such a meeting shall take place within seven (7) work days of the request preparation of the final evaluation.

Article 11 ó Personnel Files

No changes proposed at this time. CSUEU reserves the right to propose changes at a later date.

Article 12 ó Corrective Action

12.2 An employee may receive a verbal and/or a written reprimand from an appropriate administrator ~~an oral and/or written reprimand.~~ An employee shall not receive a verbal reprimand and a written reprimand for the same incident. Reprimands shall be provided in a timely and confidential manner.

Article 13 - Resignations

No changes proposed at this time. CSUEU reserves the right to propose changes at a later date.

Article 14 ó Vacations and Holidays

Vacation accrual

14.2 Service requirements below are in terms of full-time service. Service requirements shall be pro rata for employees who work less than full-time.

Vacation Credit Per Monthly Pay Period

<u>SERVICE REQUIREMENTS</u>	<u>DAYS</u>	<u>HOURS</u> (Hourly Equivalent of Days)	<u>DAYS</u> (Annual Accrual Equivalent)
1 Month to 3 Years	5/6 1 - <u>1/6</u>	6-2/3 <u>9 1/3</u>	40 <u>14</u>
37 Months to 6 Years	1-1/4 1 - <u>7/12</u>	40 <u>12 ó 2/3</u>	45 <u>19</u>
73 Months to 10 Years	1-5/12 1 - <u>¾</u>	44-1/3 <u>14</u>	47 <u>21</u>
121 Months to 15 Years	1-7/12 1 - <u>11/12</u>	42-2/3 <u>15 - 1/3</u>	49 <u>23</u>
181 Months to 20 Years	1-3/4 2- <u>1/12</u>	44 <u>16- 2/3</u>	44 <u>25</u>
241 Months to 25 Years <u>and over</u>	1-11/12 2 ó <u>1/4</u>	45-1/3 <u>18</u>	23 <u>27</u>
301 Months and Over	<u>2</u>	46	<u>24</u>

- 14.7 Vacation credits are cumulative to a maximum of three hundred and thirty-eight (338)~~two hundred and seventy-two (272)~~ working hours for ten (10) or less years of qualifying service or four hundred and forty (440)~~three hundred and eighty-four (384)~~ working hours for more than ten (10) years of such service. ~~Accumulation in excess of this amount as of January 1 of each year shall be forfeited by the employee.~~ An employee shall be permitted to carryover more than allowable credits when the employee was prevented from taking enough vacation to reduce the credits because the employee (1) was required to work as a result of fire, flood, or other extreme emergency; (2) was assigned work of priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; or (4) was prevented from using vacation previously scheduled to be taken in the period from September through December because of being on paid sick leave.

Campus closure issues

- 14.x1 Each campus shall establish an annual calendar which may include moved holidays and campus closure(s) as permitted by the Agreement. The campus calendar will be provided to employees of the campus within ten (10) days of its finalization.
- 14.x2 If the calendar includes any days of campus closure to the public, employees will be advised of the following provisions:
- a. FLSA non-exempt employees will be given the opportunity to earn CTO to cover the closed campus days each year. All supervisors will be directed to identify overtime work needed for each employee who wishes to earn the CTO time off to do so. This CTO time off can be accrued anytime during the year.
 - b. Non-exempt employees may also choose to use accrued vacation and/or personal holiday for the days the campus is closed to the public.
 - c. FLSA exempt employees may work or may use accrued vacation or personal holiday to cover the days the campus is closed to the public. Exempt CSUEU employees who do not have sufficient leave balances, or who prefer not to use their leave balances, will also be permitted to work a sufficient number of extra hours in advance of the holiday, on an hour-for-hour basis, to cover the campus closure days.

Article 15 ó Leaves of Absence with Pay

No changes proposed at this time. CSUEU reserves the right to propose changes at a later date.

Article 16 ó Leaves of Absence without Pay

No changes proposed at this time. CSUEU reserves the right to propose changes at a later date.

Article 17 ó Assignment/Reassignment

- 17.x1 The classifications of Student Assistant (class codes 1870), Student Trainee, On-Campus Work-Study (class code 1871), and Student Trainee, Off-Campus Work-Study (class code 1872) shall not be used in lieu of CSUEU-represented classifications. Assigning one of these classifications to perform the full scope of duties and responsibilities as CSUEU-represented employees would be an inappropriate use of these classification standards (FSA 84-61, FSA 81-13, supplement I).
- 17.x2 If an employee supervises, leads, or oversees student assistants or work study students they must be in an appropriate classification which contains those duties.
- 17.x3 The CSU shall notify CSUEU of the implementation of any new or revised classifications in or out of other CSU bargaining units that may have any impact on CSUEU-represented classifications.

Article 18 ó Hours of Work

Exempt Employees

- 18.6 When it is necessary for exempt employees to work extended hours, managers ~~may~~ shall authorize informal adjustments in work hours.ö
- 18.x1 For full-time employees in classifications listed in Appendix C, the workweek shall be an average of forty (40) hours per week during any six (6) consecutive pay periods. This provision shall apply pro rata to less than full-time employees. Authorized work may include performance of specialized professional services, participation in committee assignments and participation in approved professional activities. Work in excess of the average workweek is not compensable in cash or CTO, and shall not be deemed overtime.
- 18.x2 Exempt employees shall not be assigned an unreasonable or excessive workload.
- 18.x3 Unforeseen increases in workload shall be accompanied by informal adjustments in working hours. Exempt employees shall not be punished for unexpected increases in workload.
- 18.x4 Foreseeable increases in workload for special projects or periods of elevated workload should be recognized and informal adjustments in working hours shall be authorized for the employee after said special projects or periods have completed.

Employee Request for Work Schedule Change and/or Flexible Work Hours

- 18.14 An employee(s) may submit a written request to the appropriate administrator for a change in the work hours and/or workdays of his/her work schedule. Such requests shall be submitted twenty-one (21) days prior to the requested effective date of the change. An employee shall not submit more than four (4) such requests per year.

Administrator Request for Work Schedule Change

- 18.x5 An administrator shall not change the work hours and/or workdays of an employee more than four (4) times per calendar year. Employees shall be given at least twenty-one (21) days notice prior to the effective date of any change in work hours and/or workdays.

Article 19 - Overtime

No changes proposed at this time. CSUEU reserves the right to propose changes at a later date.

Article 20 ó Salary

- 20.x1 For each year of this Agreement, CSUEU-represented employees shall receive a total compensation package equivalent to the gross percentage increase in State General Funds received by the CSU, less specified costs that the parties agree are mandatory costs. Such mandatory costs include increases in health insurance premiums, workers comp premiums, etc.
- 20.x2 For each year of this Agreement, if any other CSU bargaining unit receives a higher amount of total compensation than that calculated in provision 20.x1, that same amount shall be provided to CSUEU-represented employees.
- 20.x3 For each year of this Agreement, once the amount of total compensation has been determined, the parties agree on the following prioritization:
- a. Fund Service Salary Increase up to 1%.
 - b. The balance of the compensation pool, if any, shall be dedicated to the General Salary Increase.
- 20.38 A bonus is a lump sum payment that is not a permanent increase to the base salary of the individual and may be granted at the discretion of the President. Each campus shall develop policies for granting bonuses. Those policies shall contain guidelines and criteria for the awarding of each type and class of bonus indicated in 20.38a through 20.38e. A bonus may be awarded at any time and may be used for a variety of salary adjustments including, but not limited to the following:
- a. Performance recognition of a bargaining unit employee shall be in the form of a bonus, in the case of bargaining unit members who have reached the top of his/her classification salary range or sub-range in the salary schedule in Appendix E. These bonuses shall be from campus funds. Prior to issuing any bonus awards under this section, the performance criteria must be written and made known to employees prior to the performance period.
 - b. A recruitment bonus may be offered to a candidate as an inducement to commit to employment with the CSU. If the candidate does not complete the probationary period, the bonus must be returned to the CSU.

- c. A retention bonus may be awarded to an employee for staying with the CSU and who is in a position in a classification that is critical to the ongoing operations of the CSU, or is in short supply in the labor market, and/or is a difficult to recruit for classification. The requirements for the retention bonus must be in writing. The minimum time period that an employee must commit to stay with the CSU in order to receive a retention bonus is twelve (12) months.
- d. A critical skills bonus may be awarded to an employee who possesses and uses skills that are necessary and critical to the ongoing operations of the CSU. The employee must be actively using the skills in order to receive the bonus.
- e. An individual or group performance bonus may be awarded for exceptional performance and/or in recognition of additional workload. Prior to issuing an award under this provision, the performance criteria must be written and made known to employees prior to the performance period. *(Added pursuant to Sideletter #19, Section II, dated 1/22/2008.)*
- f. The decision of the President, made in accordance with this provision, regarding the award of a bonus shall be final and shall not be subject to Article 7, Grievance Procedure.
- g. The bonuses in sub-provisions (a) through (e) shall be campus funded.

In-range progression

- 20.40 a. An increase within a salary range for a single classification or within a sub-range of a classification with skill levels is referred to as an In-Range Progression. When the President, the President's designee, or appropriate administrator determines that an in-range progression should occur, the salary shall increase by at least three percent (3.0%).
- b. An in-range progression may be granted for reasons that include:
- Assigned application of enhanced skill(s);
 - Retention;
 - Equity;
 - Performance;
 - Workload:
 - Recognition of new lead work or new project coordination functions given to an employee on an on-going basis by an appropriate administrator where the classification standard/series do not specifically list lead work as a typical duty or responsibility; and,
 - Other salary related criteria.

A request for an in-range progression review may be submitted by the employee or manager. Employee initiated in-range progression requests shall be submitted to the appropriate administrator before being forwarded to Human Resources. An employee shall not submit a request for an in-range progression prior to twelve (12) months following receipt of a response to any prior in-range progression requests. If an

administrator has not forwarded the request to Human Resources within thirty (30) days, the employee can file the request directly with Human Resources.

In-range progression review of employee requests shall be completed within ninety (90) days after the request is received in Human Resources.

- c. Each campus shall develop guidelines and procedures for an in-range progression. The decision of the President, made in accordance with this provision, regarding the award of an in-range progression shall be final and shall not be subject to either Article 7, Grievance Procedure or Article 8, Complaint Procedure.

Funds for in-range progression may come from campus funds, and/or total settlement costs resulting from bargaining between the parties on salary matters.

In-Range Progression Information Requests (From Side Letter #22)

20.x4 The CSU shall provide CSUEU with the following information regarding in-range progressions:

- a. ~~If a campus produces logs or their equivalent identifying applicants for In-Range Progressions, copies of the logs or their equivalent shall be provided to CSUEU at no cost. CSU shall provide and shall include~~ all of the information below ~~if it appears on these logs.~~
- b. the name of the employee,
- c. whether the IRP was approved or not approved;
- d. his/her classification and bargaining unit, and
- e. whether the IRP was initiated by the employee or an administrator;
- f. the amount of the increase, if any, ~~and/or~~
- g. the percentage of the increase, and
- h. the effective date of the increase.

20.x5 ~~If a digital version of the log was created,~~ CSUEU shall receive a digital copy at no cost.

20.x6 CSU will provide CSUEU with copies of requests for IRPs. If there are any notes written on the requests by managers, CSU reserves the right to redact those comments and, if redacted, CSUEU agrees to pay for the reasonable costs of redacting such comments.

20.x7 CSU will provide CSUEU with copies of letters granting the request for an in-range progression.

20.x8 CSUEU will be provided with a systemwide report of in-range progressions that were denied during the fiscal year. The report will not contain personally identifiable information but will contain the following information:

- a. Number of employees denied an IRP by campus for campus requests by category of denial (such as, budget, performance, criteria not met, not supported by department, unspecified).

- b. Number of employees denied an IRP by campus for systemwide requests by category of denial (such as, budget, performance, criteria not met, not supported by department, unspecified).
- 20.x9 ~~CSUEU shall pay CSU for the reasonable costs of copying the IRP requests and the letters granting those requests, if billed by the campus.~~
- 20.x10 ~~CSUEU shall pay CSU the reasonable cost of locating IRP requests and the correspondence granting the IRP, if billed by the campus.~~
- 20.x11 ~~CSU will provide CSUEU with estimates of any costs in advance.~~
- 20.x12 Each campus shall provide the above information for ~~2007-2008 IRPs~~ to CSUEU within sixty (60) days of providing IRPs.
- 20.x13 CSU, at its discretion, may provide CSUEU management notes or correspondence, including letters of denial, except letters stating the denial was for performance reasons, pertaining to the evaluation of the IRP request.

Emergency Pay Emergencies (Side Letter #17 has been integrated into this provision)

Emergency Compensation

- 20.52 When the President or any governmental agency acting within its authority has declared a state of emergency at a campus, in exchange for the performance of emergency work by bargaining unit employees outside of their normal assignment, and at a time when those employees would, subject to the approval of the University, otherwise have been able to use administrative leave, the following emergency pay will be provided. (20.52, p1)
- 20.x14 Non-exempt personnel required to return to or remain at work shall receive emergency pay of an additional one-half (½) hour for each hour worked up to forty (40) hours per week. Hours worked in addition to forty (40) hours per week shall be paid at time and one-half (the inclusion of the phrase "an additional" is for the purpose of clarification only). (20.52, p2)
- 20.x15 In addition, any non-exempt employee who did report to work during the closure shall receive informal time off in the form of a half-hour per hour worked as informal time off with pay. This informal time off must be mutually scheduled between the employee and his/supervisor within one hundred eighty days (180) of the emergency campus closure day the employee worked. (SL#17, p.1)
- 20.x16 If the employee and the appropriate administrator are unable to reach an agreement on scheduling the informal time off within one hundred eighty (180) days, the following procedure shall apply:
 - a. The employee may suggest three (3) alternative, non-overlapping periods of time to be completed within one (1) year of the emergency ~~no later than September 30, 2008~~

to utilize the informal time off. The appropriate administrator shall agree to one of the three (3) scheduling options submitted by the employee.

- b. If the employee fails to submit three (3) scheduling options for use of the informal time off, the appropriate administrator will direct the use of informal time off on days to be determined by the appropriate administrator. (SL#17, p.1)

20.x17 An exempt employee who is required to work on a day or days declared as a state of emergency at a campus, who would otherwise have been able to use administrative leave, shall receive informal time off as agreed upon by the employee and the appropriate administrator. (20.52, p3)

Campus Closures During Emergencies

20.x18 Campus closed to all or selected faculty and staff: (SL#17, p. A)

- a. Administrative leave shall be granted to all employees who were both scheduled to work and were denied access to the campus during ~~the~~ a period(s) of closure, except as provided in 20.x18 (b) and 20.x18 (c) below.
- b. During periods of full or partial campus closure, employees who previously scheduled sick leave, vacation, personal holiday or CTO during the period the campus was in full or partial closure will still be charged for that time
- c. Employees who would have been absent on any day of closure because they were in non-pay status shall not be granted administrative leave. Examples would be an employee under a disciplinary suspension or an employee in non-pay status because he/she has been AWOL. The period of full or partial closure shall not be counted toward the five-day automatic resignation period.
- d. Employees required to report to work during the closure but were unable because of the emergency conditions (for example, closed commute routes, evacuation, fire damage, or care for family members) shall be placed on administrative leave.

20.x19 Campus open: (SL#17, p. B)

Employees who elected not to report to work during this ~~fire~~ disaster period must use accrued vacation, personal holiday, CTO, or be placed on a leave of absence without pay, as appropriate.

Employees who are unable to report to work due to closed commute routes, evacuation, fire damage, or care for family members) shall be placed on ATO.

20.x20 Campus partially open: (SL#17, p. C)

If the President deemed it safe to partially open the campus, emergency pay provisions of a collective bargaining agreement are only available to those employees working in a campus area subject to closure.

Employee Dislocation

20.x21 Employees whose homes were destroyed or severely damaged by a disaster fire:

An employee who could not report to work because his/her home was destroyed or severely damaged by a disaster fire shall be granted three consecutive days of administrative leave, inclusive of any administrative leave granted as a result of a full or partial campus closure. If an impacted employee needs additional time, administrators are encouraged to work with the employee to schedule vacation, as needed. (SL#17, p. D)

20.x22 Employees directed to leave their homes due to mandatory evacuations:

For those employees who were directed to leave their homes due to a mandatory evacuation and could not report to work due to issues related to that evacuation, administrators are encouraged to work with the employees to use vacation, as needed. This time is inclusive of any administrative leave granted as a result of a full or partial campus closure. (SL#17, p. E)

Article 21 - Benefits

Parking Fees (Side Letter #15 integrated into Article 21)

Section 21.16 rescinded by Side Letter #15, dated May 10, 2007

21.16 ~~Employees wishing to park at any CSU facility shall pay the parking fee in accordance with CSU campus policy. To accomplish this:~~

- a) ~~Effective January 1, 2007, parking fees will be raised to an amount equal to that paid by students as of January 1, 2007, but not to exceed an increase of \$3 per month.~~
- b) ~~Effective September 1, 2007, parking fees will be raised to an amount equal to that paid by students as of September 1, 2007, but not to exceed an increase of \$6 per month.~~
- c) ~~Effective September 1, 2008, parking fees will be raised to an amount equal to that paid by students as of September 1, 2008, but not to exceed an increase of \$9 per month.~~

Section 21.17 rescinded by Side Letter #15, dated May 10, 2007

21.17 ~~The above increases shall begin once a program for equalizing student and faculty parking fees has been implemented. If this results in the delay in the implementation of increases to CSUEU represented employees in any year, then all current and prior increases shall be added together and implemented prospectively.~~

~~If no fee increase would have been implemented in the prior year(s), then only the fee increases for the current year may be implemented even if new student fee increases justify the implementation of all prior year increases. These cumulative prospective fee increases~~

~~shall be effective with the beginning of the pay period following the implementation of the faculty parking fee increase program.~~

- 21.x1 In each fiscal year of the CSUEU-CSU agreement ~~thereafter~~, parking fees will be increased by the percentage amount of the General Salary Increase (GSI) for that fiscal year. If the amount of the GSI has been contractually established by the parties prior to the commencement of the fiscal year, then the increase will take effect no earlier than the first pay period thirty (30) days after the final approval of the CSU budget. If the parties re-open bargaining on salary in FY 2008/09 and/or 2009/10, pursuant to Article 29 (Duration & Implementation), then the increase will take effect no earlier than the first pay period thirty (30) days after the implementation of the GSI for that fiscal year. Deductions will be retroactive to the date of the first pay period thirty (30) days after the final approval of the CSU budget for that fiscal year. (SL#15, p5)
- 21.x2 Under no circumstances shall parking fees on any campus exceed those paid by CSU students in any given fiscal year. As of the date of this Side Letter, should student parking fees on any campus be less than those parking fees paid by CSUEU-represented employees, they will not be lowered to the student rate. (SL#15, p6)
- 21.x3 CSUEU-represented employees employed at two or more campuses shall not be required to purchase multiple parking passes. Procedures to implement the terms of this provision shall be determined by the CSU. This procedure will permit parking at all campuses where a CSUEU-represented employee is employed, provided that the employee has purchased a parking permit during the same timeframe at a CSU campus. (SL#15, p7)

Article 22 ó Professional Development

No changes proposed at this time. CSUEU reserves the right to propose changes at a later date.

Article 23 ó Health and Safety

23.x1 Each campus shall have a workplace violence policy. (Side Letter #11)

Article 24 - Layoff

No changes proposed at this time. CSUEU reserves the right to propose changes at a later date.

Article 25 ó Non-Discrimination

25.x1 The parties agree that CSUEU has the right to file a complaint under Executive Order 928 (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. (Side Letter#12)

Article 26 ó Cruise Employees

At a later date, CSUEU intends to introduce a proposal dealing with salaries and benefits for non-cruise employees who go on cruises.

26.x1 The normal work schedule for a cruise employee shall be eight (8) hours. (26.9)

Article 27 ó Labor Management Committees

Campus Labor Management Committees

27.1 At the request of either CSUEU or CSU, a meeting shall be held to discuss whether to establish a joint labor/management committee to discuss issues of mutual interest. If an LMC is established, it shall be composed of up to ~~four (4)~~ six (6) representatives ~~(one from each bargaining unit)~~ each from labor and management employed at the campus. Both sides shall be equally represented and appointed by their respective parties.

27.2 If formed, this committee shall meet on an ad hoc basis, at times and dates mutually agreeable to the parties and surrounding a campus specific issue. The parties shall notify each other of the issues that they desire to discuss at least fifteen (15) days prior to a scheduled meeting date. ~~LMCs shall issue a report within ninety (90) days of its last meeting.~~ There shall be mutual agreement on the issuance of reports.

Systemwide Labor Management Committees

27.5 By mutual agreement, a systemwide joint labor management committee may be established and shall be composed of ~~six (6)~~ eight (8) representatives each from labor and management.

Article 28 ó Family and Medical Leave and Pregnancy Disability Leave

No changes proposed at this time. CSUEU reserves the right to propose changes at a later date.

Article 29 ó Duration and Implementation

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, ~~2009~~ 2011.

29.2 The provisions of Article 20, Salary, and Article 21, Benefits, shall be implemented as indicated in those articles.

29.3 CSUEU has the right to exercise a one-year extension of this Agreement. Should CSUEU not exercise its extension option, the HEERA negotiation process ~~Negotiations~~ for a successor agreement shall commence when one of the parties delivers to the other its proposals in writing no earlier than July 1, 2010. ~~January 1 and no later than February 1 immediately preceding the expiration of this Agreement. However, negotiations on economic issues in preparation for the budget request for the 2009/10 fiscal year, as provided in Section 3572 of the Higher Education Employer-Employee Relations Act, may~~

~~commence after July 1, 2008, when one of the parties delivers to the other its proposals in writing.~~

- 29.4 Subject to the provisions of HEERA Section 3572 (a), the Union may reopen, for the purpose of negotiations, Article 20, Salary in fiscal year 2010/2011. ~~2007/08 and/or 2008/09, consistent with the provisions of Article 20. For fiscal years 2007/08 and 2008/09, the Union must deliver to the other party its proposals in writing no later than thirty (30) days after the final budget for CSU has been signed by the governor if that budget does not meet the requirements of provision 20.5 or 20.6. The Union must notify the CSU of its intent to reopen Article 20 no later than July 1, 2009. The parties shall meet and discuss the CSU's proposed FY 2010/2011 budget request in advance of Article 20 Salary Negotiations, allowing sufficient time to try to reach an agreement prior to the November 1st deadline for the CSU to submit its budget proposal to the California Department of Finance.~~
- 29.5 Any term of this Agreement which is deemed by the Employer to carry an economic cost shall not be implemented until the Employer determines that the amount required therefore has been appropriated and makes such amount available for expenditure for such purpose. If the Employer determines that less than the amount needed to implement this Agreement, or any provision herein, has been appropriated to implement this Agreement or any provision herein, the term(s) of this Agreement deemed by the CSU to carry economic cost shall automatically be subject to the meet and confer process.