

Security Cameras
California State University, Office of the Chancellor
May 22, 2018

The California State University ("CSU") provided notices to the California State University Employees Union ("CSUEU") regarding the Office of the Chancellor's ("CO") intent to install security cameras at the CO. CSU, CO, and CSUEU shall be collectively referred to as the "Parties."

The Parties acknowledge that the CSU intends to issue a systemwide policy regarding the installation and use of security cameras, but the timeline of that is unknown to the Parties. Therefore, the Parties enter into this Agreement pending the adoption of a systemwide policy, which the Parties acknowledge will supersede this Agreement.

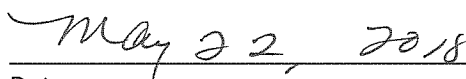
After meeting and conferring regarding the installation and use of security cameras at the CO, the Parties agree to the following:

1. The purpose of security cameras is to deter crime, safeguard University property, and to aid CO public safety and law enforcement including, if in the event reasonable suspicion exists that a crime has been committed, or to assist with the identification of suspects responsible for the possible criminal activity. The CO shall not use the security camera data for monitoring employees, including but not limited to, routine evaluation of performance, attendance, and timekeeping. The CO shall not use the security camera data for employee discipline unless the employee's conduct rises to the level of criminal activity.
2. The placement of each security camera will be for the purpose identified above. Security cameras will be installed in a manner not in violation of the reasonable expectation of privacy. Security cameras will not be used to view or monitor employees' computer screen(s) or work stations. Each camera installation shall be approved, in writing, by the Executive Vice Chancellor and Chief Financial Officer at the CO or their designee. When the map of the camera locations is finalized it will be included as part of this Agreement.
3. Only personnel authorized in writing, as determined by the Executive Vice Chancellor and Chief Financial Officer at the CO or their designee, with a reasonable cause, may have access to the security camera data. A log shall be maintained of the release of any security camera data.
4. Upon request, the CO shall provide a list of all CSU employees, including their title and work location, who have been authorized to view either live or recorded security camera data.
5. Any security camera installed on CO property without the express written approval by the Executive Vice Chancellor and Chief Financial Officer at the CO, or their designee, is prohibited. CSUEU acknowledges that the CO may remove such cameras pursuant to this Agreement, the CSU Responsible Use Policy, or similar policies governing the use of information assets on CSU property.
6. Security cameras will not record audio, nor will audio from the cameras be accessible at any time.

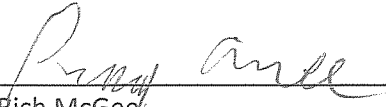
7. Notice of the presence of security cameras will be posted at the main entrances to the CO and other areas in a manner that would put CO employees on notice of the recording.
8. Data will be stored for no more than forty-five (45) days, unless required for use in a criminal investigation, civil proceedings, pursuant to a preservation requested, or as approved by the Executive Vice Chancellor and Chief Financial Officer at the CO or their designee.
9. Security Cameras will not be installed in conference rooms at the CO, with the exception of the Dumke Auditorium and the Munitz Room.
10. The responsibility to view or review security camera feed/recordings shall be consistent with the employee's current job description and classification and qualification standard. It is not the intent of the CO to require employees to continuously view security camera live feed/recordings.
11. The CSU will notify CSUEU of the installation of new cameras and their features and viewing capabilities, if a currently approved camera is replaced, or if there is a substantial change in the camera's viewing angle. Within thirty (30) days of receipt of the notice, CSUEU will notify CSU whether a meet and confer regarding the impact of the proposed changes is necessary.
12. Within 90 days of the signing of this Agreement and prior to the installation of any new security cameras, the parties agree that a Labor-Management Committee regarding the installation of the new security cameras will take place to discuss and resolve issues such as determining how and if the new cameras and monitoring stations will affect workload, the location of monitors to view the security camera live feed/recordings, and potential health and safety issues and other issues arising from the cameras.
13. This Agreement does not apply to covert law enforcement operations for criminal surveillance as governed by federal and state laws.
14. The terms of this Agreement are applicable to all new and existing cameras at the CO.
15. This Agreement does not alter or abridge the rights and obligations contained in the January 31, 2018 – June 30, 2020 Collective Bargaining Agreement between the Board of Trustees of the California State University and CSUEU ("CBA").
16. CSUEU agrees that the CO has satisfied its obligation to meet and confer regarding this matter.

For CSUEU:


Rocky Sanchez


Date

Security Cameras
Chancellor's Office
Meet & Confer
May 22, 2018


Rich McGee

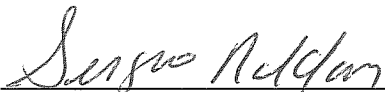
5/22/18
Date


Carolyn Duckett


5/22/18
Date


Tarita Varner

5/22/18
Date


Sergio Roldan

5/22/18
Date

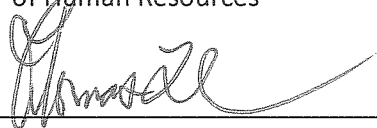

Alexandra Soluk

5/22/18
Date

For the Chancellor's Office:


Kristy Hawman
Director of Human Resources

5/22/18
Date


Thomas Le
Manager of Systemwide Labor Relations

5/22/18
Date