

**CSUEU - CSU Bargaining 2006 \* Status Report as of September 14, 2006**

Article	Subject	Comments	Agreements so far	CSUEU proposals on table	CSU proposals on table
1	Recognition	Tentative Agreement  Bargaining starts in September for Unit 13 employees at CSU Los Angeles. Which, if any, of our current contract provisions should apply to BU 13 will be a major topic for discussion.	Name changed to CSU Employees Union (CSUEU), SEIU Local 2579.		
2	Definitions	One of the last articles typically agreed to, since new terms may be introduced in the contract that might need to be defined.	Parties have agreed that a “workday” may consist of consecutive hours an employee is scheduled to work over two consecutive calendar days when the scheduled hours cross midnight. We have also agreed to anniversary date, bargaining unit employee and emergency employee.  Administrator refers to a CSU employee. Create LMC to explore and review application of various work shifts to holiday pay, release time, and other pay or leave credits.	Define operational need.  Withdrew definition of Non-bargaining unit supervisor. Current contract language on appropriate administrators.	Non-bargaining unit supervisor refers to supervisor who is not in a CSUEU-unit.
3	Management Rights		None	Notify CSUEU, and provide opportunity to bargain when long-term contract if renewed or extended.	No change to current contract.
4	Effect of Agreement	Tentative Agreement	CSU to provide notice of systemwide or campuswide policies within scope, at least 30 days prior to implementation. Upon request of union, parties shall meet within 30 days of union request, unless parties extend time.		

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5	Union Rights	Tentative Agreement	<p>Number of union representatives able to attend CSU Board of Trustees meetings increased from 5 to 7.</p> <p>5.11(d) release time no longer needs to be split between on-campus and off-campus. Incidental costs for union leave limited to 30% of employee's salary.</p>		
6	Concerted Activities	APC and UAW have agreed to CSU proposal. CSU cites UC-CNA case in which PERB held that a no-strike clause did not include sympathy strikes unless it was specifically referenced, or unless there was a clear intent of the parties to include it.	None	No changes to current contract language.	Concerted activities to include sympathy strikes.

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7	Grievance Procedure	Tentative Agreement	Streamlined grievance procedure by eliminating one step. Informal step is now optional. Grievance can be filed by fax or email. Grievant may have one rep present at all levels. If grievant chooses to have an additional rep at Levels I, II, and III, the administrator may also have an additional rep present. Time lines changed. Amendments to grievance shall not be made after Level III (CO) filing, except by mutual agreement. If there is no mutually acceptable location for Level III meeting, the meeting shall take place by conference call. Stewards-in-training may attend grievance hearings as observers, on their own time or by using 5.11(d). If release time for processing grievance is denied due to operational need, timelines shall be extended. Med-arb may be used by arbitrator.		
8	Complaint Procedure	Tentative Agreement	Changes in Article 8 mirror those agreed to in Article 7. Additionally, we agreed to add the option of mediation in order to resolve disputes over campus-wide or system-wide policy.		

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9	Employee Status	Tentative Agreement	<p>Campuses have discretion to post open positions for campus applicants only. If employee is not selected for a position he/she interviewed for, he/she shall be notified he/she was not selected. Job-related exams shall be based on essential job functions identified in the position description. 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 transfer. 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. Employee shall be notified of the classification decision within 30 days after decision has been made. Time period in which to file a new reclass review reduced from 18 months to 12 months. Appeal timelines increased. Upon request, the employee can receive copies of the HR report in response to the reclass request. Rejection on probation side letter integrated into article. President may grant permanency to temporary employee after 2 years.</p>		

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10	Employee Performance	Tentative Agreement	Performance evaluations should acknowledge changes affecting employee's position. Recommended that evaluator should counsel employee on below satisfactory performance before it is documented in evaluation. Absence of perf eval will not be reason for denying SSI or MSI. Time lines for meeting to discuss performance evaluations all changed to work days.	.	
11	Personnel File	Tentative Agreement	Campus digitizing personnel files must keep access log and use a secure system. Employee who requests access to file must be notified within 3 days when access will be granted. Cost of copying material to be based on Information Practices Act (IPA) - the current rate is ten cents per page. Employees may place updated resumes, certificates, commendations, etc in file.		
12	Corrective Action	Tentative Agreement	Reprimands shall refer to any written communication (except performance evaluations) which criticizes or negatively comments on employee. President may terminate or extend temporary suspension and shall notify employee of anticipated completion date.		
13	Resignations	Tentative Agreement	Appeal of AWOL separation now can be made within 7 work days of notification. Notice may be via fax, email, or regular mail, in addition to certified mail.		

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14	Vacations and Holidays		Holidays are intended as days off from regularly scheduled workdays, except for employees on alternative/compressed schedules. Amount of time off shall be the number of hours the employee is normally scheduled to work. If a holiday is observed on a non-work day for an employee on compressed workweek or alternative schedule, he/she would have 180 days to use holiday credit (increased from 90 days) or be paid for the holiday. Reference technical letter explaining vacation and holiday accrual for intermittent employees. Response to employee vacation request within thirty days of request.	Increase vacation accrual rate. Increase maximum cap on vacation and eliminate possible forfeiture of excess vacation.	If employee accrued vacation balance will exceed or has exceeded maximum at the end of the year, employee shall submit request to use excess vacation. Procedure would be set up which ensures use of excess vacation by June 30 of the following year.
15	LOA with pay	Tentative Agreement	Definition of immediate family expanded and can now be used for both family sick leave and funeral leave. CSU recognizes that extenuating circumstances may prevent an employee from calling in before the start of a shift. Doctor's statement may be required for absences of more than 5 days. Amount of sick leave that can be used for family illness or injury increased from 5 days to 10 days. Five days of non-consecutive paid time available for the placement of an adopted or foster child.		

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16	LOA without pay	Tentative Agreement	Family Medical Leave to be separate article. Each campus must develop procedures for the processing of LOA requests. Procedures will address issues such as the timelines, authorizations needed, how to request extensions and how to return prior to the scheduled end of the leave. LOA can be granted for student teaching.		
16-X	Family and Medical Leave	Tentative Agreement	Separate article created from Article 16, which incorporates federal and state laws. FML is unpaid and employees must exhaust leave credits prior to being placed on unpaid FML. When CSU becomes aware employee has taken or intends to take FML, the employee may be asked to provide documentation from medical provider. Inquiry should not be made of employee.		

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17	Assignment/reassignment		<p>Employees may request reassignment - or may be reassigned - to other positions in same class and skill level. Employees to begin receiving higher pay on effective date specified on written assignment of higher duties. Timelines for responding to classification reviews extended and to be the same for CSU or CSUEU-initiated requested. Position descriptions to be given within 30 days of request.</p> <p>Employees who perform work certified by PERB to be included in BU 2/5/7/9 shall be classified in the appropriate classifications.</p>	Student assistants and administrators cannot displace barg unit employees.	Current contract language.



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18	Hours of work	Tentative Agreement	<p>Restructure Article so that it clearly delineates the application of provisions for non-exempt and exempt employees. Basic FLSA principles integrated into MOU: Exempt ees are expected to accomplish assigned tasks without regard to the number of hours worked, but managers may authorize informal adjustments in work hours. Normally, work hours are not tracked for exempt employees. Clarify and better define compressed and alternative work schedules. Excess or deficit work hours need to be monitored on a monthly basis. Deficit as of December must be offset by leave credits, being docked, or setting up an accounts receivable. Clean-up time would apply to all units, as necessary. Employees who come into contact with dirt, waste, biowaste, or toxics shall be granted clean-up time.</p>		

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19	Overtime	Tentative Agreement	When it is necessary for exempt employee to be called back to work, managers may authorize informal adjustments in their work hours. If, as a result of an overtime assignment, a non-exempt employee will not have an 8 hour rest period before the start of the 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.		
20	Salary	The 05/06 state budget signed by the Governor provides an increase of 7.8% to the CSU base budget. This increase was \$54 million about the "compact" between the Governor and Chancellor to offset proposed student fee hikes of 8% (UG) and 10% (G). This also provides 2.5% for additional student enrollment and sufficient funds for a 3% employee compensation pool. On July 13th, a pool of 3.7% was approved for MPP and confidentials (3% merit compensation pool and .7% for pay equity issues). Salary range maximums were increased by 6%.	Shift differential for employees who work less than 3 hours between 6 PM and 6 AM.  Prior to granting any performance bonus, criteria may be written and made known to employees.	Eliminate arbitrary SSI Maximum. GSI 8%-2006, 10%-2007, 12%-2008. Union proposal based on the CSU's intent to close the staff and faculty gap within 5 years, and the fact that campus presidents received raises last year which averaged 13.7%. Market salary increases and SSI of 3%, 4%, 5% respectively over next three years. Raise rural health stipend by \$500. Reinstate employee-requested In-range progression and set amount at 5% or higher; Longevity pay. Bilingual pay. Salary savings language. Hazardous duty pay.	2% GSI for each of three fiscal years, subject to specified growth in state budget allocation to CSU. The equivalent of 1/2% GSI set aside for market equity adjustments. No SSIs or MSIs in 2006/07.

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21	Benefits	MOB (maintenance of benefits) cannot be underestimated. This remains one of the significant differences between our contract and state civil service unions.	100/90 formula for health benefits maintained for life of the 3-year agreement; CSU will continue to pay 100% of dental and vision premiums.  When possible, CSU shall adjust employees work schedule to accommodate use of mass transit. Employee Assistance Programs to remain in contract.	No parking fee increases during 3 year contract. Increase rural health care stipend. Housing assistance program.	Over three-year term of contract, increase parking fees to rate paid by students.
22	Professional Development		Release time may be granted for training to improve employee performance. Professional development opportunities spelled out. Employee who completes career development shall be interviewed for posted position, when qualified. Reimbursement for job-required training expenses. Fee waiver to include undergraduate, graduate, credential and summer term courses, if state-supported. When possible, training should be provided to employees whose jobs could be eliminated due to technological changes; continuing education hours to be increased to 50 hours.	CSUEU offered to allow CSU to charge student body fee to dependents if CSU agreed to raise age limit of eligible children to 28 and waive cost of college-based fees.	Student body association fee may not be waived for dependents (this would reverse an arbitration won by CSUEU).  Reimbursement for job-related training would not be required if training is taken outside CSU.

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23	Health and Safety	Tentative Agreement	CSU agreed to establish campus-wide safety committee on each campus, in addition to existing safety committees. Particulate masks and respirators added to list of safety equipment that must be provided, when necessary. New employees to receive safety training within 60 days of employment. Side letter agreement mandates that each campus must have workplace violence policy within 60 days of contract ratification.		
24	Layoff	Tentative Agreement	Notice required for employee being laid off due to lack of work increased from 60 to 90 days. When layoff is due to lack of work, voluntary programs will only be made available to employees in classifications affected by layoff.		
25	Non-discrimination	Tentative Agreement	Side letter stipulating that CSUEU has the right to file complaints alleging discrimination or sexual harassment. Gender identity added to non-discrimination list.		
26	Cruise employees	Tentative Agreement	CSU agreed to reimburse employees for cost of x-rays, if required. CSU dropped proposal to eliminate \$5/day incidental pay.		

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27	Labor management committee	Tentative Agreement	Either party may request meeting to establish campus-based LMC. System-wide LMC will convene within 90 days of ratification to discuss proposed new State Controller's Office payroll system. Final IT-LMC report to be issued within the same time frame.		
28	Duration & Implementation	CSU has not submitted response to union's sunshine proposal yet.	Contract extended to August 31, 2006.		
29	Workload	CSU has verbally rejected our proposal.	None	Evaluate employee workload every year, based on various factors including student enrollment, assigned square footage or acreage, number of faculty and staff supported	None
30	Sabbatical Leave	CSUEU has withdrawn this proposal and moved the concept into Article 22.	None		
31	Staff Emeritus	CSU has verbally rejected our proposal.	None		
32	Satellite Campus	CSU has verbally rejected our proposal.	None		
X-1	Trainee Classifications	CSU has verbally rejected our proposal.	None	CSUEU has withdrawn this proposal.	
X-2	Contrast Supervisors and Leads	CSU has verbally rejected our proposal.	None	CSUEU has withdrawn this proposal and is instead proposing to create an LMC to study this issue.	