

CSUEU - CSU Bargaining 2006 * Summary of Tentative Agreement

Article	Subject	Summary of Tentative Agreement
1	Recognition	Name changed to CSU Employees Union (CSUEU), SEIU Local 2579.
2	Definitions	<p>“Lead work assignment” refers to employee providing direction to individual who may or may not be a CSU employee (e.g., students). New definition for “Lead workers” specifying that they are not responsible for administering discipline. 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 define anniversary date, bargaining unit employee and emergency employee.</p> <p>“Administrator” refers to a CSU employee.</p>
3	Management Rights	CSU shall provide notice to CSUEU for initial long-term contract or successor contract.
4	Effect of 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.
5	Union Rights	<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	Concerted activities to include sympathy strikes.
7	Grievance Procedure	Streamlined grievance procedure by making informal step 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	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.
9	Employee Status	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.
10	Employee Performance	Performance evaluations should acknowledge changes affecting employee’s position. Recommended that administrator should counsel employee on below satisfactory performance before it is documented in evaluation. Absence of performance evaluation 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	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.

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12	Corrective Action	Reprimands shall refer to any written communication (except performance evaluations) which criticizes or negatively comments on employee. President may terminate or extend temporary suspension, with pay, and shall notify employee of anticipated completion date of the investigation, in writing.
13	Resignations	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.
14	Vacations and Holidays	<p>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 will be set up which ensures use of excess vacation by June 30 of the following year.</p> <p>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. Holiday credit for intermittent employees. Response to employee vacation request within thirty days of request.</p>
15	Leave Of Absence (LOA) with pay	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 (increased from 3 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.
16	Leave Of Absence (LOA) without pay	Family Medical Leave to be separate article. Each campus must develop procedures for the processing of Leave Of Absence (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 (FML)	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.
17	Assignment/reassignment	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. Position descriptions to be given within 30 days of request. Timelines for CSUEU to respond to CSU classification revision proposals extended. Employees who perform work certified by PERB to be included in BU 2/5/7/9 shall be classified in the appropriate classifications. The parties recognize that the performance of some Bargaining Unit duties is implicit in the execution of management and administrative responsibilities.
18	Hours of work	Restructure Article so that it clearly delineates the application of provisions for non-exempt and exempt employees. Basic Fair Labor Standards Act (FLSA) principles integrated into contract: Exempt employees 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.
19	Overtime	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. The intent is to have a minimum of eight hours between shifts.

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20	Salary	Three-year contract. The details by fiscal year are as follows:		
		FY 2006/07	FY 2007/08	FY 2008/09
	• Total compensation	4.000%	5.250%	5.750%
	• GSI	3.000% (8/01/2006)	3.696%	3.942%
	• SSI	1.000%	1.000%	1.000%
	• Market Equity	0.324% GSI equivalent	0.992% GSI equivalent	1.210% GSI equivalent
	• Rural Health	\$750/year	\$1000/year	\$1500/year
		<p>One of the major goals of the CSUEU bargaining team was to maximize the General Salary Increase (GSI) that goes to all employees. Over the three years of this contract, we were able to reduce the amount of funds that the CSU wanted to devote to market equity adjustments, thereby increasing the GSI proportionally. Although we recognize that many classifications we represent lag the public and/or private sector, we also know that many years of inadequate pay raises have impacted all of the staff we represent. We convinced the CSU that we had to take care of GSIs first and that we would address market equity issues more aggressively in future contracts. The allocation of market salary adjustment funds for 2006 to be determined by CSUEU. For 2007 and 2008, after the state budget is enacted, we will negotiate with the CSU over the specific classifications to receive market equity increases and the amounts for each, within the sum of money set aside for this purpose.</p> <p>If CSU does not receive the necessary funds from the State Budget, or if they receive additional funds, in either FY 2007 and/or FY 2008, the parties shall reopen Article 20.</p> <p>Another major priority of CSUEU was to enable more employees to move through their salary ranges. The TA provides that the SSI Maximums of each classification will increase by five percent per year. Over the life of this agreement, this will enable 2700 employees who are now at SSI MAX the ability to receive SSIs. In 2006-2007, a bonus of \$1588 will be paid to those employees who are still at or above SSI MAX (based on moving the effective date of the GSI to August 1, 2006).</p> <p>The rural health stipend will be raised from the current \$500 per year to \$1500 per year, over three years. Employee-requested In-Range Progressions were reinstated, with the same procedures as are in-place for reclass requests.</p> <p>Employees who are regularly assigned to work less than 4 hours between 6 PM and midnight will receive a shift differential of \$1.25 per hour for each hour worked between 6 PM and midnight. Employees who are regularly assigned to work less than 4 hours between midnight and 6 AM will receive a shift differential of \$2.20 per hour for each hour worked between 6 PM and midnight.</p> <p>Prior to granting any performance bonus, criteria must be written and made known to employees.</p> <p>Stipends can range between 3% and 10%.</p>		

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21	Benefits	<p>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. MOB (maintenance of benefits) cannot be overestimated. This remains one of the significant differences between our contract and state civil service unions.</p> <p>CSUEU agreed to gradually allow campuses to increase parking fees to the same level paid by students as of the following three effective dates. Fees can be increased by up to \$3 month, effective January 1, 2007. Fees can be increased by up to \$6 month, effective September 1, 2007. Fees can be increased by up to \$9 month, effective September 1, 2008. Any fee increases are predicated on the implementation of increased fees for faculty. In addition, CSUEU and CSU have agreed to a side letter that if the 2006/09 contract is extended, or if the parties are unable to reach a successor agreement by September 1, 2009, the parties would enter into another side letter in which the parties agree that by June 2010, employees would be paying the same parking fees as students.</p> <p>When possible, CSU shall adjust employees work schedule to accommodate use of mass transit. Employee Assistance Programs to remain in contract. CSU shall provide the union with notice about any Housing Assistance Programs and provide an opportunity to bargain if a campus does not intend to make program available to CSUEU-represented staff.</p>
22	Professional Development	<p>Release time may be granted for training to improve employee performance. Release time for courses required by CSU shall be granted. Work schedules can be adjusted, and if required courses for non-exempt employees are scheduled during off-duty hours, the time spent in training is counted as hours worked. When exempt employees are required to work extended hours to attend training, managers may authorize informal adjustments in their normal work hours. Professional development opportunities spelled out. Employee who completes career development shall be interviewed for posted position, when qualified. Reimbursement for job-required training expenses when training is required by CSU.</p> <p>All category 1 fees, including campus academic fees and college-based fees, to be waived for employees. CSU can charge student body fee to dependents. The age limit of eligible children has been raised from 23 to 25. Fee waiver to include undergraduate, graduate, credential and summer term courses, if state-supported.</p> <p>When possible, training should be provided to employees whose jobs could be eliminated due to technological changes. Continuing education hours for eligible BU 2 employees to be increased to 50 hours.</p>
23	Health and Safety	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	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	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	CSU agreed to reimburse employees for cost of x-rays, if required. CSU dropped proposal to eliminate \$5/day incidental pay.
27	Labor management committee (LMC)	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. An LMC will be created to explore and review application of various work shifts to holiday pay, release time, and other pay or leave credits.
28	Duration & Implementation	Three year contract, July 1, 2006 through June 30, 2009. Reopener only on Article 20 (Salaries) for FY 2007 and FY 2008, if CSU does not receive necessary funds from the State Budget, or if they receive additional funds. Negotiations on economic issues in preparation for FY 2009 budget may commence after July 1, 2008. This agreement is in conformance with the intent of HEERA, which envisions prospective bargaining