

Summary of the 2007-2009 CSUEU-CSU Collective Bargaining Agreement

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ARTICLE 9

EMPLOYEE STATUS

Appointment

Vacant bargaining unit positions must be posted in Human Resources for at least 14 days (9.1). The posting must include specific information about the position, including whether any specialized skills are required (9.1). Positions may be posted for on-campus applicants only (9.2). Employees in CSUEU-represented bargaining units have first preference for posted positions if they meet the minimum qualifications (there are exemptions for specialized skill (9.3). Job-related exams shall be based on essential job functions identified in the position description (9.5). Appointments may be temporary, probationary or permanent (9.6). Temporary appointments shall specify the expiration date, but with 14 days notice, temporary employees may be terminated prior to the expiration date (9.6). If employee is not selected for a position he/she interviewed for, he/she shall be notified he/she was not selected (9.6). An employee who transfers from one campus to another, or terminates at one campus and is re-employed at another campus within 6 months, may transfer their sick leave and retirement credit pursuant to CalPERS regulations, and may transfer vacation credits if the new campus agrees prior to the employee leaving the initial campus (9.8). 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 request a transfer (9.9).

Probation

Probationary periods are for twelve months, for positions of half-time or more (9.12-9.16). Part-time appointments can be probationary and may lead to permanency (9.14). An employee rejected during the probationary period who has served for more than 6 months may file for expedited binding mediation (9.40 through 9.49). A permanent employee who takes a new temporary position retains permanent status in the old position (9.51).

Classification Review/Reclassification

Employees may request a reclassification or skill level review (9.26) at any time, so long as it is more than twelve months after the completion of a previous review (9.29). 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 (9.26). Employee-requested reclasses or skill-level reviews must be completed in 180 days (9.29). Compensation for work in higher class shall be retroactive to no later than the pay period following the request for reclass review (9.27). Employees may appeal a reclassification denial within 30 days after results have been provided (9.30). Employees shall be notified of the classification decision within 30 days after decision has been made (9.31). Upon request, the employees can receive copies of the HR report in response to the reclass request (9.31). The determination of the classifier cannot be grieved, unless the terms of the agreement are violated, misinterpreted, or misapplied (9.32).

Temporary Employees

Temporary employees hired on an emergency basis cannot serve more than 180 days (9.10). After 90 days, they must be included in the appropriate bargaining unit. This restriction curtails previous hiring abuses. Temporary emergency positions are intended to fill behind employees who are off work due to extended illness or injury. Temporary employees serving in a CSEA-represented classification or occupational grouping for at least four years shall be granted permanency, provided specified criteria are met (9.52). President *may* grant permanency to temporary employee after two years (9.54).

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10	<p><u>ARTICLE 10</u> <u>EMPLOYEE PERFORMANCE</u></p> <p>Permanent employees are subject to annual written performance evaluations (10.1). The purpose of evaluations is to evaluate performance and to provide guidance for development and improvement (10.2). Performance evaluations should acknowledge changes affecting employee's position since the last evaluation (10.2). The performance evaluation of an individual with an overall rating of below satisfactory shall include specific information regarding the areas of concern (10.3). It is recommended that the administrator counsel an employee on below satisfactory performance before it is documented in an evaluation (10.3). A satisfactory performance evaluation indicates an acceptable level of performance (10.4). Probationary employees are rated by the end of their third, sixth, and eleventh month of probation (10.5). Temporary employees are evaluated at periodic intervals (10.6). The absence of a performance evaluation will not be a reason for denying SSI or MSI (10.7). The evaluator of an employee performance evaluation shall submit a draft evaluation for employee comment and input (10.8). The employee has five work days to review the evaluation, and provide input (10.9). The evaluator shall consider such input in preparing final evaluation (10.10). The evaluation may be done by another bargaining unit employee or an administrator, but it must be job-related and done by a rater familiar with the normal duties of the employee (10.14). An employee has the right to meet with the rater (10.11) and then with the rater and the supervisor (10.12). The employee has the right to a union representative at the meeting with the supervisor (10.12). An employee has the right to attach a rebuttal to the evaluation, and the evaluation shall be reconsidered in light of any such rebuttal statement. (10.13). Evaluations are not grievable, unless a term of the Agreement has been violated, misinterpreted, or misapplied (10.15).</p>
11	<p><u>ARTICLE 11</u> <u>PERSONNEL FILES</u></p> <p>The University will maintain one official personnel file for each employee (11.1). The employee and his/her representative have the right to review the file (11.3) and to request corrections (11.12). Campuses digitizing personnel files must keep access log and use a secure system (11.2). Employee who requests access to file must be notified within 3 days when access will be granted (11.4). Cost of copying non-grievance and non-complaint material to be based on Information Practices Act (IPA) - the current rate is ten cents per page (11.5). Employees may place updated resumes, certificates, commendations, etc. in personnel file (11.10). Employees may place updated resumes, certificates, commendations, etc. in personnel file (11.10). Any information that could be used to justify an adverse personnel action must be provided to the employee before placement in the official personnel file (11.8). The employee has the right to attach a rebuttal to any information in the official personnel file (11.11). <i>[NOTE: There are many other files maintained by the University and they are subject to regulations and laws regarding disclosure, but this contract article is focused on the official personnel file.]</i> Personnel actions shall be based primarily on material in the employee's official personnel file (11.6).</p>

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12	<p><u>ARTICLE 12</u> <u>CORRECTIVE ACTION</u></p> <p>Reprimands shall refer to any written communication (except performance evaluations) which criticizes or negatively comments on employee (12.1). Employees may receive oral or written reprimands from the appropriate administrator (12.2). Within 30 days, the employee may request a meeting with the supervisor to discuss the reprimand and may be represented at the meeting (12.3). The employee may also file an appeal to the President (12.4). The employee has the right to attach a rebuttal (12.5). Reprimands can be removed after 3 years, if requested by the employee (12.6). Under some circumstances, a reprimand may be grieved (12.10).</p> <p>The President can place an employee on temporary suspension with pay to protect the safety of persons or property, to prevent disruption to operations, or in order to investigate formal disciplinary action (12.7). The President may terminate or extend a temporary suspension, with pay, and shall notify employee of anticipated completion date of the investigation, in writing (12.9). There is no longer a 30-day limit on the length of a temporary suspension. <i>[NOTE: Formal disciplinary action - suspension, demotion, or termination - is not included in the contract. It is covered by the Education Code and the employee's right to appeal to the State Personnel Board is covered by statute and not the contract.]</i></p> <p>An employee has the right to representation in an investigatory interview if he/she believes that disciplinary action could result from the interview. An employee has the right to be informed of the interview prior to the meeting and have an opportunity to request representation. If a representative is not available or management denies representation, the employee is not required to answer any questions in the interview. The Employer may decide to cancel the interview if the employee requests representation. There is no right to representation if the meeting is solely for the purpose of presenting the disciplinary action. (12.11) <i>[NOTE: Many types of meetings can start out as non-disciplinary, but change to disciplinary during the meeting. For example, during a discussion of the employees' assignment, the supervisor may start to threaten discipline if it is not completed in a certain manner. The employee has the right to request representation at that time. Also, if the employee is called in and presented with a reprimand or disciplinary action and denied representation, but then is asked his/her opinion of the action or asked to defend his/her actions, the meeting changes to an investigation, not simply a presentation of discipline It is up to the employee to invoke his/her right to representation.]</i></p>
13	<p><u>ARTICLE 13</u> <u>RESIGNATIONS</u></p> <p>An employee who is absent without leave for 5 consecutive workdays is considered to have automatically resigned from state service (13.1). A notice of AWOL may be sent via fax, email, or regular mail, in addition to certified mail (13.2). An appeal of AWOL separation now can be made within 7 work days of notification (13.2) <i>[It used to be calendar days.]</i> The employee has the right to appeal to the President (13.3). <i>[NOTE: The employee also has the right to file an appeal to the State Personnel Board under the terms of Education Code section 89541.]</i> An employee who resigns has the right to request, within 30 days, that the resignation be rescinded (13.7). <i>[NOTE: The employee also has the right to file an appeal to the State Personnel Board under the terms of Education Code section 89542.]</i></p>

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ARTICLE 14

VACATIONS AND HOLIDAYS

Vacation

Employees accrue vacation based on years of service (14.2). Intermittent employees may earn vacation credit on prorated basis (14.4). Cruise employees at the Maritime Academy do not earn vacation (14.3). Probationary employees cannot take vacation until after the first month of service (14.8). Vacation requests shall be submitted, in writing, to the appropriate administrator at least thirty days in advance (14.9). An employee can request vacation for 5 days or less and it will be granted, subject to operational needs (14.9). Responses to employee vacation requests shall be made within thirty days of request (14.9). Once granted, vacations cannot be rescinded by the administrator unless there is an emergency (14.9). If there is a conflict in employee vacation requests, the employee with the most seniority is normally given preference (14.9). When an employee leaves state service, he/she is paid a lump sum for unused vacation leave (14.11). There is a maximum number of vacation hours that an employee may earn, depending on years of service (14.7). If an employee has an excessive number of vacation credits at the end of the calendar year and has been denied one or more vacation requests in the last quarter of the year, the employee shall submit a vacation request to use the excess time and the appropriate administrator shall respond within 10 days. If the request has not been granted within the 10 days, the employee and the appropriate administrator shall attempt to reach a mutual agreement on alternative dates to use the excess vacation. If the employee and the appropriate administrator can not reach an agreement, the employee may suggest three non-overlapping periods of vacation time to be completed no later than June 30th of the new calendar year to utilize the excess vacation. The appropriate administrator shall agree to one of the options submitted. If the employee fails to submit three options, the appropriate administrator will direct the use of the vacation days (14.10).

Holidays

Employees accrue 13 holidays per year. Holidays are intended as days off from regularly scheduled workdays, except for employees on alternative/compressed schedules (14.12). The amount of time off shall be the number of hours the employee is normally scheduled to work (14.12). Some holidays are observed on specified dates (14.13) and others may be moved by the President to a different day (14.14). Employees have the right to a copy of the campus calendar 30 days before it is effective (14.20). If the President closes the campus, employees have the right to earn leave to use during the closure or to take their own vacation or personal holiday or compensatory time off (CTO) (14.21-14.22). An employee who is working during a holiday is given holiday credit and paid for his/her work at the overtime rate (14.25). If a holiday falls on a scheduled workday during an employee's vacation or sick leave, the holiday is not charged to sick leave or vacation (14.19). If a holiday is observed on a non-work day for an employee on a 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 (14.16). Holiday credit for intermittent employees is based on the number of hours worked in a given month (14.17). An employee receives one personal holiday that must be used within the calendar year (14.24). Cruise employees (who work at the California Maritime Academy) are entitled to all holidays designated in the CMA academic calendar (14.23).

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15	<p data-bbox="247 196 974 224"><u>ARTICLE 15</u> <u>LEAVES OF ABSENCE WITH PAY</u></p> <p data-bbox="247 266 1999 607">Definition of “immediate family” expanded and can now be used for both family sick leave and funeral leave (15.1). Each full-time employee receives 8 hours of sick leave for each month worked (15.2). Sick leave accrual is prorated for employees who are less than full-time (15.3). There is no limit to the number of hours of sick leave an employee may earn (15.4). Employees are responsible for reporting their absences as soon as possible, but the CSU recognizes that extenuating circumstances may prevent an employee from calling in before the start of a shift (15.5). A doctor’s statement may be required for absences of more than 5 days [increased from 3 days] (15.7). Employees can take time off for their own illness/injury or the illness/injury of a family member (15.9). Amount of sick leave that can be used for family illness or injury was increased from 5 days to 10 days (15.9), and an administrator may allow an employee an additional five days. If an employee runs out of sick leave, the President may allow the employee to use vacation, CTO or unpaid time off (15.14). The President direct an employee to take a medical exam (15.11) and take sick leave if he/she determines that the employee has restricted ability to perform his/her job duties (15.10). Employees returning to work with a full medical release must be placed on paid administrative leave if there is a question about their ability to perform their job (15.11)</p> <p data-bbox="247 646 1999 743">Thirty days parental leave may be taken within 60 days of the arrival of a new child, up to the age of 6 [birth, adoption or foster care] (15.34). In addition, at least 15 days of sick leave can be used for maternity leave (15.13). Five days of non-consecutive paid time is available for the placement of an adopted or foster child, aged 6 to 18 years (15.34).</p> <p data-bbox="247 782 1999 912">Employees may donate up to 40 hours per year of unused vacation or sick leave to help other employees or their families who experience a catastrophic illness/injury (15.8). Funeral leave of up to five days for the death of a significantly close relative or an immediate family member (15.15). The appropriate administrator can also authorize the use sick leave for bereavement (15.9). Employees may supplement their Industrial Disability Leave (IDL) with accrued sick leave to provide for full pay (15.30).</p> <p data-bbox="247 951 1999 1049">Under specified conditions, employees are paid for jury duty (15.17), serving as a witness for the CSU (15.23), military service (15.29), or in order to vote (when he/she would normally be unable to vote outside of work hours (15.22.) Employees on swing or graveyard shifts may switch to day shift during jury duty service (15.21).</p> <p data-bbox="247 1104 1999 1133">Employees who separate from state service are not paid for unused sick leave, but they can receive partial service credit toward retirement.</p>
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16	<p><u>ARTICLE 16</u> <u>LEAVES OF ABSENCE (LOA) WITHOUT PAY</u></p> <p>Full-time and Permanent part-time Employees may request a full or partial leave of absence without pay for up to 1 year (16.1). LOA requests must be in writing. LOAs can now be granted for student teaching for those employees enrolled in credential programs (16.1). The President must respond within 30 days of employee's request (16.2). The President must approve an employee's early return to work status (16.3). While on a LOA without pay, an employee shall not accrue any service credit (16.4), is assured the right to return to his/her former position or a position in his/her classification (16.5), and may be asked to provide verification that the terms of the LOA without pay were met (16.6). During a LOA without pay, an employee may maintain their medical and other fringe benefits after the first thirty days by paying the full cost of those benefits (16.7). Within twelve months of ratification, each campus must develop procedures for the processing of LOA requests (16.8). 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 (16.8). The President decides on the leave request (16.2) and his/her decision is not subject to the grievance procedure (16.9). Employees can opt to continue their benefits during the leave at their own expense (16.7). Provisions related to Family Care and Medical Leave were moved to newly-created Article 28.</p>
17	<p><u>ARTICLE 17</u> <u>ASSIGNMENT/REASSIGNMENT</u></p> <p>An employee must be given written notice at least 7 days prior to the effective date of a permanent reassignment (17.1). If there is more than one employee requesting a reassignment to another position, the appropriate administrator shall give consideration to the employee with the most seniority (17.1). Employees may request reassignment (17.3) - or may be reassigned (17.2) - to other positions in same class and skill level.</p> <p>An employee can be reassigned to another position and the reassignment may be in a higher classification (17.4). The reassignment may be permanent or temporary. <i>[NOTE: Permanent reassignment can only take place when the classification remains the same or it would conflict with the permanency provisions of Article 9 and the Education Code.]</i> Employees shall begin receiving the appropriate rate of pay of the higher classification on the effective date specified in the written assignment of higher duties (17.5). The reassignment can last for up to 12 months and can be extended for another 6 months with the agreement of the employee (17.4). An employee serving in a temporary assignment shall be provided a letter of verification, which shall be placed in their personnel file (17.6). <i>[NOTE: This article should be seen in conjunction with Article 9 - any assignment of higher duties could be seen as reassignment but may or may not lead to permanent reclassification.]</i></p> <p><i>Employees should be informed of the administrator to whom they are accountable and they may seek clarification of any work instructions (17.8).</i></p> <p>Employees shall be provided with a copy of their position description within one week of their hire date (17.9). Current employees without a position description must receive one within 30 days of their request (17.9). A copy of an employee's signed position description shall be placed in their official personnel file (17.9). If the position description is going to be changed, the employee must receive the new position description at least 7 days prior to the effective date (17.9) Position descriptions shall be consistent with classification standards (17.9). Employees may also request written clarification of their assignment (17.10) Administrators and students may perform some bargaining unit work (17.11-17.12). However,</p>

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ARTICLE 17 (Cont.) ASSIGNMENT/REASSIGNMENT

during layoff, the number of administrators and student assistants doing BU work in a department shall not be increased (17.13). The parties recognize that the performance of some Bargaining Unit duties is implicit in the execution of management and administrative responsibilities (17.11). The CSU will notify the Union if they develop new classifications or revise current classifications (17.14). The Union can meet to discuss the study and can negotiate on the impact. The Union can also propose new classifications (17.14).

Outside employment should not conflict with an employee's duties and responsibilities to the CSU (17.15).

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ARTICLE 18

HOURS OF WORK

Employees are in classifications (or skill levels within classifications) that are either exempt or non-exempt from the overtime provisions of the Fair Labor Standards Act (FLSA). Exempt employees are salaried and do not earn overtime. Non-exempt employees are hourly and can earn overtime at one and one-half times their normal rate of pay. Appendix C lists exempt classifications. Administrators are responsible for setting the schedule of non-exempt employees (18.2). Notification for permanent or summer schedule changes shall be provided 21 days in advance, with employee seniority being taken into consideration (18.2). Full-time employees in non-exempt classes shall work a minimum of 40 hours in a seven-day period or 80 hours in a 14-day period (18.1). Employees assigned a 5-day work week normally work 8 hours per day (18.3). Employee may be required to work overtime hour as directed by the appropriate administrator (18.4) Less than full-time employees shall be assigned hours pro rata and days of work by the president (18.5).

For employees in exempt classifications, there are no fixed, minimum or maximum hours in workday or workweek (18.7). 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 (18.6). Exempt employees cannot be docked pay or forced to use leave credits for less than a full-day increment except when they are on Family Medical Leave (18.8).

A normal work schedule will consist of a 5-day work week beginning on Monday and ending on Friday. A work week shall consist of seven consecutive 24-hour periods beginning at 12:01 A.M. on Sunday and ending at 12:00 midnight the following Saturday (18.10). An alternate work schedule will consist of a 5-day work week beginning on a day other than Monday, and may also constitute a compressed workweek (18.11).

Non-exempt and exempt employees may volunteer for compressed work schedules such as 4/10, 9/80, or 3/12 schedules. (18.13). [4/10: 4 days of 10 hours each day, 9/80: 4 days of 9 hours each day, followed by 4 days of 9 hours each day plus 1 eight-hour day; 3/12: 3 days of 12 hours per day, followed by three days of 12 hours per day plus 1 eight-hour day or 3 days of 12 hours plus 1 four-hour day each week (18.12)]. A request to withdraw from an alternate or compressed work schedule is subject to approval of the appropriate administrator (18.13).

An employee may request flexible hours or changes in his/her work schedule (18.14). The request must be submitted at least 21 days in advance and the employee cannot make more than 4 requests in a year (18.14). If there is a conflict in work schedule requests, the employee with the most seniority shall be given consideration, provided operational needs are met (18.16).

Alternate work schedules may cause excess or deficit work hours in any given pay period (18.19). Campuses shall monitor excess or deficit work hours on a monthly basis. Deficits as of December must be offset by leave credits, being docked, or setting up an accounts receivable (18.18).

Employees are entitled to an unpaid meal period of not less than 30 minutes and not more than 60 minutes, near the middle of the day (18.19). Meal periods are not considered time worked when the meal period is at least 30 minutes, the employee is completely relieved of duty and the employee is free to leave his/her work station (18.20). If an employee is required to work through the meal period, that time shall be considered time at work; and the appropriate administrator may reduce the length of the scheduled shift by the length of the meal period (18.21).

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18	<p><u>ARTICLE 18 (Cont.) HOURS OF WORK</u></p> <p>Employees are entitled to a 15-minute paid break for every 4 hours worked (18.13). Ten minutes clean-up time may be granted by the appropriate administrator, as necessary for personal washing and changing clothes (18.23). Employees who come into contact with dirt, waste, biowaste, or toxics shall be granted clean-up time (18.24).</p> <p>If a campus allows telecommuting, then a written policy shall be developed and a written agreement concerning work assignment and performance shall be developed. Telecommuting shall be voluntary. Participation shall be based on a written agreement between employee and administrator (18.25). A new telecommuting program may involve a meet and confer on impact, pursuant to Article 4, Section 4.1. Upon request of CSUEU, the CSU shall meet and confer on issues relating to the implementation of YRO (18.26).</p>
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19	<p style="text-align: center;"><u>ARTICLE 19</u> <u>OVERTIME</u></p> <p>Overtime is defined as authorized time work in excess of 40 hours in a 7-day period beginning Sunday at 12:01 am, and ending Saturday at midnight (19.1). For employees assigned a 9/80 work schedule, overtime is defined as authorized time worked in excess of 40 hours in seven consecutive twenty-four hour periods beginning 12:01A.M. Friday and ending 12:00 noon the following Friday (19.1). For a 3/12 work schedule, overtime shall be defined as authorized time worked in excess of 80 hours within 14-day schedule (19.2). Overtime can be compensated in cash or Compensatory Time Off (CTO) and shall be at one and one-half the employee’s base pay rate, including any appropriate stipend (19.3). Holidays, sick leave and vacation count as time worked for purposes of calculating overtime (19.6). An effort shall be made to equalize overtime among interested employees (19.7).</p> <p>If, as a result of an overtime assignment, a non-exempt employee will not have an 8-hour rest period before the start of his/her 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 allow employees to have a minimum of eight hours between shifts, should they so choose (19.5).</p> <p>Overtime eligibility is determined by classification (19.14 and Appendix C). The scheduling of CTO shall be by mutual agreement, when possible. However, the CSU can direct employees to take CTO, with reasonable notice (19.10). CTO should be taken during the year it is earned. CTO in excess of 120 hours as of December 31 must be paid for in cash no later than February 1 of the following year (19.11). When an employee is separated from service, he/she is entitled to a lump sum payment for any earned CTO (19.13). Employees who work two hours before or two hours after a regularly scheduled workday are entitled to claim the cost of a meal, pursuant to CSU travel regulations. Claims must be supported by a voucher. The employee does not have to interrupt his/her work to take the meal, and meal time is not work time (19.15). Overtime does not include time spent in travel to and from the work site (19.16), except for travel associated with training and professional development (22.1).</p> <p>A non-exempt employee who is called back to work shall receive no less than 3 hours pay (19.17). When it is necessary for exempt employee to be called back to work, managers may authorize informal adjustments in their work hours (19.19). On-call time is outside an employee’s regular work schedule, but during which he/she must be available to report. At the discretion of the administrator, an employee required to maintain remote contact with his/her campus outside of normal working hours may receive a monthly stipend (20.43). If contacted by an appropriate administrator and directed to return to work, call-back provisions apply (19.20).</p>
20	<p style="text-align: center;"><u>ARTICLE 20</u> <u>SALARY</u></p> <p>The following table represents a summary of the compensation package negotiated for the three-year term of the contract. Note that the packages for FY 2007/2008 and FY 2008/2009 are contingent upon the CSU receiving adequate funding in the State Budget. All items marked with an asterisk below are contingent upon the CSU receiving one percent more than “compact” funding, which is the multi-year agreement between the Governor and the Chancellor. If the CSU does not receive the necessary funds from the State Budget, <i>or if they receive additional funds</i>, in either FY 2007 and/or FY 2008, the parties shall reopen Article 20.</p>

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20	Description	FY 2006/2007	FY 2007/2008	FY 2008/2009
20	Total Compensation Pool	4.000%	5.250% *	5.750% *
20	General Salary Increase	3.000%	3.696% *	3.942% *
20	Service Salary Increase	1.000%	1.000% *	1.000% *
20	Market Equity Increase	0.324% (allocated to GSI)	0.992% GSI equivalent *	1.210% GSI equivalent *
20	Rural HealthCare Stipend	\$750 per year	\$1000 per year	\$1500 per year
20	<p><u>Compensation:</u> All employees receive pay based on their classification (20.2). The salary ranges for each classification include a Minimum Salary, Service Salary Increase (SSI) Maximum, and a Maximum Salary (20.2).</p> <p><u>Anniversary Date:</u> The anniversary date for probationary, permanent, or temporary employees is initially their date of hire. For temporary employees, the anniversary date is reset when there is a break in service of 90 days or more. A qualifying month of service requires 11 days in pay status within a pay period. A qualifying year of service is 12 months for a 12/12 employee, 11 months for an 11/12 employee, 10 months for a 10/12 or a 10-month employee, or for intermittent employees, 1920 hours in a three-year period. Anniversary dates may be adjusted for unpaid leaves of absence, or periods not on payroll. Anniversary dates are reset when an employee is moved into a higher skill level or classification that results in at least a 5% increase in their pay. Employees not having an anniversary date who become eligible for an SSI due to the SSI Maximum being raised will have their anniversary date established as follows:</p> <ol style="list-style-type: none"> (1) If the employee had an anniversary date on June 30, 2000 or after 2004, but the employee was at the SSI Maximum prior to July 1, 2006, it shall be the month of the reclassification or promotion combined with the current year. (2) If the employee did not have an anniversary date prior to June 2000 or one reestablished in 2004, it shall be the month of the employee's initial appointment into any CSU classification combined with the current year (20.30). <p><u>Service Salary Adjustments:</u> Employees who are below the SSI maximum salary rate and who have demonstrated satisfactory performance are eligible to receive SSIs. The contract provides that the SSI Maximums of each classification will increase by five percent per year (20.2). 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) [20.27]. A SSI becomes effective on the first day of the pay period of the employees anniversary date (20.31). Denials of SSIs, as well as the reason(s) for the denials, must be provided to employees, in writing, prior to the potential effective date (20.33). An employee who is denied an SSI may request a meeting with their appropriate administrator within 7 days and may be represented in that meeting. Conditions may be established which, if met, would allow the employee to receive the SSI (20.34). The appropriate administrator may, at any time, reverse the denial of an SSI and may make the SSI retroactive to a prior pay period (20.25).</p>			

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20	<p><u>Market Salary Adjustments:</u> Salary increases designed to address specific market lags in pay ranges for specific classifications. For fiscal year 2006-2007, all classifications will receive a Market Salary Adjustment of .324%, effective August 2, 2006. 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><u>In-range progression</u> In-range progressions (IRPs) are increases within a salary range or sub-range and may be based on enhanced skills, equity, retention, performance, recognition of new lead work or new project coordination functions (where the class standard does not specifically list lead work) and/or salary-related criteria [20.40 (b)]. A request for an IRP may be submitted by either the employee or their manager. Employee-initiated IRP requests shall be submitted to the appropriate administrator before being forwarded to Human Resources (HR). An employee may only request an IRP twelve months after they have received a response regarding any previous IRP request. If an administrator hasn't forwarded an employee's IRP request to HR within 30 days, the employee can file it directly with HR [20.40 (b)]. IRP reviews shall be completed within 90 days after request is received by HR [20.40 (b)]. IRPs, if granted, shall be at least 3% [20.40 (a)]. Each campus should have developed guidelines and procedures for IRPs [20.40 (c)]. The award of an IRP is final and is not subject to the grievance or complaint procedures [20.40 (c)].</p> <p><u>Bonuses</u> Bonuses are paid out of campus funds only and can be paid for performance recognition, recruitment, retention, critical skills, and individual or group performance (20.38). Bonuses can be paid at any time. Prior to granting any performance bonus, criteria must be written and made known to employees [20.38 (a)].</p>
20	<p><u>ARTICLE 20</u> <u>SALARY</u></p> <p><u>Shift Differential.</u> Shift differential of \$1.25/hour for the employee's entire shift is paid to non-exempt employees who regularly work four or more hours between 6 p.m. and midnight (swing shift) [20.10]. \$2.20/hour for the employee's entire shift is paid to non-exempt employees who regularly work four or more hours between midnight and 6 A.M. (graveyard shift)) [20.11].</p> <p>Employees who are regularly assigned to work less than 4 hours between 6 P.M. 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 midnight and 6 A.M. [Pursuant to a side letter, lump-sum retroactive payments for the period July 2006 to December 2006 were made to those eligible employees who were on the payroll in February 2007. To expedite these payments, eligible employees were all given an equal dollar bonus of \$419.28, which resulted from dividing the available funds by the number of eligible employees still on payroll.]</p> <p><u>Pay plans.</u> Probationary, permanent, and temporary employees with a 12-month appointment may request participation in 10/12 and 11/12 pay plans (20.15). The assignment of an employee into one of these pay plans is subject to approval by the appropriate administrator. Entry into the programs is voluntary, but unless a return to full-time status is included in the request to participate, the return to 12/12 must be with the approval of the supervisor. The supervisor may require an employee to return to the normal 12-month schedule with only 3 months notice (20.19). Under these pay plans, the employee reduces his/her yearly schedule by one or two months and receives 12 monthly pay checks (adjusted for the reduced number of months) [20.20]. The employee also receives regular benefits and accrues sick leave and vacation for the months off work status, but does not receive holidays if they</p>

Summary of the 2007-2009 CSUEU-CSU Collective Bargaining Agreement

20	<p>occur during the time off work (20.22).</p> <p><u>ARTICLE 20 (Cont.) SALARY</u></p> <p><u>Stipends.</u> Employees shall receive a monthly stipend when assigned by an appropriate administrator, in writing, to temporary project coordination or lead work functions which have a specific beginning and ending date (20.42). Employees may receive a stipend for limited-time additional work, special projects, or being required to maintain contact with the campus outside of their normal work hours on a regular basis. Stipends are paid on a month-to-month basis, and can range between 3% and 10% of the employees base salary (20.44). The decision to assign an employee to lead work or project coordination is made by the supervisor and is not grievable (20.42).</p> <p><u>Emergency pay.</u> Emergency pay is pay at the overtime hourly rate for work done when the President declares a state of emergency (20.52).</p> <p><u>Red circle rates.</u> A red circle rate is pay that is no more than 25% above the maximum of a classification's pay schedule for a period not to exceed 5 years (20.49). Red circle rates are given to employees who involuntarily demote into a lower classification (most often precipitated by a layoff) (20.45). Red circle rates are not authorized if the demotion was disciplinary or for personal convenience (20.50).</p> <p><u>Underpayment of wages.</u> If an employee believes he/she was underpaid, he/she should notify the appropriate administrator, who will investigate and provide a memo to payroll within 10 days. The employee must be notified of the decision, and if there was an error, be paid within 30 days (20.53).</p> <p><u>Information Reports:</u> The CSU shall provide annually to the CSUEU the name, classification and campus of each CSUEU-represented employee, along with the amounts of any GSI, MSI, SSI, and IRP received (20.54).</p>
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Summary of the 2007-2009 CSUEU-CSU Collective Bargaining Agreement

21 ARTICLE 21 BENEFITS

Eligibility: Employees who are appointed half-time or more for more than 6 months are eligible for health, dental, vision and life insurance (21.1). Eligible family members are legal spouses, unmarried children from birth to the month they reach 23 years of age, adopted children, step-children, natural children recognized by the parent, a child living with the employee in a parent-child relationship who is economically dependent on the employee, or a disabled child over the age of 23 who has been properly filed with the carrier (21.2). Eligibility has also been extended to domestic partners of eligible employees (21.3) Ineligible employees are intermittent employees or employees who are wholly paid from funds not controlled by the CSU from which payment of insurance premiums cannot be made (21.1).

Health, Dental, Vision and Life Insurance

Eligible employees and family members shall receive health benefits offered through CalPERS (21.4). The 100/90 formula for health benefits is maintained for life of the 3-year agreement. CSU will continue to pay 100% of dental and vision premiums (21.5 and 21.6). .).

Health Care Reimbursement Account: All eligible bargaining unit employees may participate in a Health Care Reimbursement Account (HCRA) (21.7).

Life, Accidental Death and Dismemberment Insurance: The CSU shall provide \$10,000.00 Life, Accidental Death, and Dismemberment Insurance at no cost to eligible CSUEU represented employees, while they are employed by the CSU (21.8).

Rural Health Care Stipend

Rural health care stipends for employees who live in areas of the state without access to HMOs will increase to \$750 per year in 2007 (21.9), \$1000 per year in 2008 (21.10) and \$1500 per year in 2009 (21.11). Pursuant to IRS regulations, stipends are taxed at a fixed rate.

Non-Industrial Disability Insurance: The maximum weekly payment for employees eligible for Non-Industrial Disability Insurance shall be \$250.00 per week (21.12).

403 (b) Plan: CSUEU-represented employees are eligible to participate in tax-sheltered annuity programs in accordance with IRS regulations (21.13).

Travel Reimbursement: Employees traveling on CSU business are entitled to reimbursement in accordance with CSU travel regulations (21.15).Parking Fees

Subsequent to CSU's agreement with CFA in May 2007, CSU agreed to link any increases in parking fees for CSUEU-represented employees to the cumulative increase in the general salary increase. Provisions 21.16 and 21.17, as well as the October 26, 2006 sideletter have been rescinded. Parking fees are capped once they reach the amount paid by students. CSUEU-represented employees may park in any facility where parking has been restricted solely due to the fact that CSUEU-represented employees were not paying the same parking fees as students (21.18). Employees can participate in the CSU pre-tax parking program (21.20).

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ARTICLE 21

BENEFITS

Uniform Reimbursement

Parking Officers, Community Service Specialists, Police Dispatchers, and Fire Apparatus Engineers who are required to wear uniforms shall be reimbursed up to specified amounts (21.21 and 21.22). Employees in these classifications may request an advance for the uniform purchase at the time of hire (21.27). Employees may submit uniform reimbursement claims on a monthly basis (21.25). No employee shall be required to spend more than the amount specified in the contract (21.25). Employees are required to wear uniforms that are provided to them (21.26).

Employee Assistance Program (EAP): The CSU shall continue the existing EAP or an equivalent at each campus. Records of employee participation in an EAP shall remain confidential (21.28) The president may approve an employee using accrued leaves to participate in an EAP (21.29). The President may defer or cancel pending disciplinary actions based on completion of appropriate EAP (21.30).

Dependent Care Reimbursement: All bargaining unit employees, except intermittent employees, shall be eligible to participate in the CSU Dependent Care Reimbursement Program pursuant to CSU and IRS regulations (21.31).

Dependent Care: The CSU recognizes the importance of child care, elder care, and disabled dependent care, and employees may participate in child care programs that exist in campus or systemwide policies. Employees may participate in flex-time schedules, if available (21.34).

Flex Cash Plan: Employees whose spouses/domestic partners have non-CSU health coverage can waive medical and/or dental insurance and receive up to \$140 per month (21.36). Employees with spouses who work for the CSU are not eligible for this benefit.

Part-Time Employees Retirement Plan: Part-time, seasonal, temporary, and intermittent employees who are not eligible for retirement through the California Public Employees Retirement System will be included in the Part-Time Seasonal Temporary (PST) Retirement Program administered by the Department of Personnel Administration's Savings Plus Program, a Defined Contribution Plan Program (21.37). The cost of this plan for employees is a pre-tax 7.5% deduction. There is no cost to the CSU (21.37)

Golden Handshake: If the Office of the Governor and the Department of Finance advise the CSU of the availability of an early retirement program, the CSU will notify CSUEU, and upon written request from the Union, meet and confer regarding the availability (21.38).

Public Transportation Incentives: Campuses shall encourage the use of mass transportation by promoting programs such as free/discounted mass transit passes, van pools, ride share programs, permits for bike riders in inclement weather and commuter tax benefit programs (21.39). When possible, CSU shall adjust employee's work schedule to accommodate use of alternative transportation (21.40).

Housing Assistance Programs: 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 (21.41).

Summary of the 2007-2009 CSUEU-CSU Collective Bargaining Agreement

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ARTICLE 22

PROFESSIONAL DEVELOPMENT

Training and Career Development

Employees may submit training and development requests, which could include release time, flexible hours, tuition and travel (22.1). Employees shall be provided training appropriate to newly assigned duties or equipment, as determined by the appropriate administrator (22.2). When an appropriate administrator recommends training to improve an employee's performance, if the training occurs during work time, the employee may be granted release time, if operational needs are met (22.3). Permanent employees may request or be offered the opportunity for a temporary training assignment in a higher level position (22.4). When an appropriate administrator recommends training to improve employee performance (22.3) or taking professional development courses (22.15), release time may be granted. Permanent employees temporarily assigned to a higher classification shall be appropriately compensated from the first day of the assignment, pursuant to Section 17.5 (22.6). An employee serving such on such a training assignment shall be provided a letter of verification which will be placed in his/her personnel file (22.7). At the end of the assignment, the employee shall be returned to his/her permanent assignment with their previous status (22.8). When possible, employees whose work is changing due to technological changes may be provided with reasonable release time for retraining opportunities on the campus (22.9). Employees or the union may prepare and present training proposals (22.10). The proposal shall be considered (22.11). Upon request, the appropriate administrator shall meet with the union and a reasonable number of effected employees to discuss the proposal (22.12). Professional development can include fee waiver programs, training that directly benefits the campus, and continuing education (22.14). Release time may be granted for professional development (22.15). An employee may request up to a one-year leave of absence, without pay, for professional development (22.16).

Employees may request a career development program, including the attainment of the appropriate certificate or degree (22.17). After the completion of an approved career development program, the employee may request, in writing, a temporary training assignment consistent with that plan within 120 days of the completion of the plan. Requests shall include a current resume; a description of their new skills, abilities, knowledge, and information obtained in the career development program (22.18). Within 21 days, the HR office shall contact the employee to schedule a meeting to discuss the request (22.19).

Granting of the training will be in accordance with the campuses' ability to arrange the training (22.20). Within 90 days, a representative of Human Resources will meet with the employee to discuss the feasibility of the training assignment (22.21). When arrangements are completed, the employee will have another meeting with the representative of Human Resources to provide written details (22.22). The employee shall receive written evaluations every two months of the assignment (22.24). After completing the training, the employee may request to be interviewed for any announced vacancies comparable to the training assignment (22.27)

Release time for non-exempt employees who are required to take courses by CSU shall be granted and their work hours may be adjusted so that the training takes place during normal working hours (22.32). If required courses for non-exempt employees are scheduled during off-duty hours, the time spent in training is counted as hours worked (22.32). Employees shall be granted release time shall be granted to employees who must take exams in order to maintain specialized licenses required by the CSU (22.31).

Summary of the 2007-2009 CSUEU-CSU Collective Bargaining Agreement

22	<p data-bbox="247 191 966 224"><u>ARTICLE 22</u> <u>PROFESSIONAL DEVELOPMENT</u></p> <p data-bbox="247 259 2003 397">Employees who complete career development program shall be interviewed for posted positions, when qualified (22.28). The CSU shall reimburse employees for job-required training expenses when training is required by CSU (22.29). When possible, training should be provided to employees whose jobs could be eliminated due to technological changes (22.9). When exempt employees are required to work extended hours to attend training, managers may authorize informal adjustments in their normal work hours (22.33).</p> <p data-bbox="247 430 388 462"><u>Fee Waiver</u></p> <p data-bbox="247 462 2003 600">All full-time employees and part-time permanent employees may take two courses or six units per semester through the fee waiver program (22.35). Fee waiver courses must be job-related or part of an approved career development program (22.36). Release time shall be granted for course per semester/quarter, subject to operational needs (22.37). All category 1 fees, including campus academic fees and college-based fees, will be waived for employees (22.41). Fee waiver to include undergraduate, graduate, credential and summer term courses, if state-supported (22.35).</p> <p data-bbox="247 633 514 665"><u>Dependent Fee Waiver</u></p> <p data-bbox="247 665 2003 803">Employees eligible for fee waiver may transfer their benefit entitlement to a spouse, dependent partner, or dependent child (22.45). The age limit of eligible children has been raised from 23 to 25 (22.45). CSU can charge student body fee to dependents (22.47) Spouses, domestic partners, or children of employee are entitled to student services in addition to instructional services (22.49). As a result, dependents will only have the application fee, identification card fee, and State University Fee waived for courses under the fee waiver program waived (22.47).</p> <p data-bbox="247 836 504 868"><u>Continuing Education</u></p> <p data-bbox="247 868 2003 1023">Continuing education training provided to eligible BU 2 employees was increased from 32 hours to 50 hours per year (22.53). When exempt employees are required to work extended hours to attend training and/or education programs, managers may authorize informal adjustments in their normal work hours (22.57). Attendance at CE activities for specified BU 2 employees outside of their regular work hours may be supported by the CSU at the discretion of the President (22.57) <i>[In the past, CE expenses incurred outside of regular work hours were not reimbursed by the CSU.]</i></p>
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Summary of the 2007-2009 CSUEU-CSU Collective Bargaining Agreement

23	<p data-bbox="247 196 835 224"><u>ARTICLE 23</u> <u>HEALTH AND SAFETY</u></p> <p data-bbox="247 266 1995 537">The CSU recognizes the importance of providing a safe workplace for employees (23.1). In the event of a natural disaster, or state of emergency declared by the President, the CSU will endeavor to take the necessary health and safety measures, as required, and will meet with CSUEU at an appropriate time to review those measures (23.2). Safety equipment shall be provided and maintained, when it is deemed necessary (23.3). Particulate masks and respirators added to list of safety equipment that must be provided when necessary (23.3). Employees shall endeavor to maintain a safe working environment and follow CSU rules and policies (23.4). Safety hazards should be reported to the supervisor and usually the safety officer (23.5). Employees who believe that they are being required to work under unsafe or unhealthy conditions should notify the appropriate administrator (23.7). If an unsafe condition could cause death or significant injury, the appropriate administrator should respond as soon as possible (23.7). Employees can request a temporary reassignment if they believe their current one poses a clear danger to their health and safety (23.8).</p> <p data-bbox="247 574 1995 708">CSU agreed to establish campus-wide safety committee on each campus, in addition to existing safety committees (23.9). Plant operations safety committees shall be established on each campus (23.10). CSUEU is entitled to representation on each committee. When requested, CSUEU shall be provided with campus disaster plans and MSDS sheets on substances used by represented employees (23.11). Recommendations and suggestions regarding safety made by employees or CSUEU shall be considered (23.6)</p> <p data-bbox="247 745 1995 812">New employees shall receive safety training within 60 days of employment (23.12). Side letter 9 mandates that each campus must have a workplace violence policy by March 16, 2007.</p>
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Summary of the 2007-2009 CSUEU-CSU Collective Bargaining Agreement

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ARTICLE 24

LAYOFF

Layoffs must be for lack of funds or lack of work (24.1) and are subject to meet and confer (24.2). Layoffs are within classification or skill levels within classifications (24.3). The order of layoff is first, temporary and probationary employees, and then permanent employees (24.3) in reverse order of seniority (24.5). Employees with documented specialized skills that are needed for a program and not possessed by other employees may be exempted from layoff (25.6). For temporary and probationary employees, the order of layoff is based on merit and competency in relation to program needs (24.4). The non-reappointment of a temporary employee is not a layoff (24.3). Permanent employees earn one seniority point per month (24.8). Length of service for permanent employees includes continuous time served as a temporary or probationary employee, plus any service in classes of equal or higher rank, including non-CSEA classifications on a campus (24.9).

Time spent in family care, military service, disability, or on loan to another governmental agency, with pay, shall count toward the accumulation of seniority points (24.12). All other periods of leave without pay will not count towards seniority (24.12). If a class is abolished or restricted and a new class takes its place, all time served in the prior class will be counted in the new class (24.15). A class of equal rank means a class that has a maximum salary of not more than 2½% above or below the maximum salary of the employee's current class or skill level (24.16). A class of higher rank is a class with a maximum salary that is greater than 2½% above the maximum salary of the employee's current class or skill level (24.17). If there is a tie in seniority between two or more employees, the tie shall be broken by considering specialized skills, competency, and/or documented meritorious service (24.19).

Temporary or probationary employees shall receive 45 days notice of layoff (24.20). Permanent employees being laid off due to lack of funds shall receive 60 days notice (24.21). Notice required for employee being laid off due to lack of work increased from 60 to 90 days (24.21). Notice must come from the President (24.21). A permanent employee who is notified of layoff may transfer to any vacancy for which he/she is currently qualified (24.22). A permanent employee who is notified of layoff may be transferred or demoted into any classification or skill level in which they achieved permanency in the period preceding the layoff, so long as there is no break in service (24.23). An employee who elects to be demoted will have their salary red-circled in accordance with Article 20 (24.25). The employee must notify HR, in writing, within 30 days of receiving the layoff notice that they are invoking the demotion option (24.26). Any employee bumped by this demotion will have the same layoff rights as other employees being laid off (24.27). The names of laid-off employees shall be placed on a re-employment list for five years (24.28). Any openings in the effected classifications must first be offered to the employees on the re-employment list. If an individual turns down two such offers they will be removed from the list. An individual on the re-employment list can request inactive status for up to one year (24.29). An employee re-employed under this Article will retain permanency and whatever service credit they held at the time of the layoff (24.30).

Voluntary programs to help mitigate layoffs must be made available at least 60 days prior to the effective date of layoff (24.32). When layoff is due to lack of work, voluntary programs will only be made available to employees in classifications affected by layoff (24.32). Employee options in lieu of layoff are spelled out in contract (24.22 through 24.27). Laid-off employees are eligible to participate in fee waiver while they are on re-employment list (24.34). However, this benefit is not transferable to dependents (24.34).

Summary of the 2007-2009 CSUEU-CSU Collective Bargaining Agreement

25	<p><u>ARTICLE 25</u> <u>NON-DISCRIMINATION</u></p> <p>The CSU prohibits discrimination on the basis of race, religion, ancestry, color, sex, sexual orientation, gender identity, age, physical disability, mental disability, veteran status, marital status, pregnancy, medical condition and/or national origin. (25.1).</p> <p>Any employee who alleges discrimination or sexual harassment shall file his/her complaint as proscribed by Executive Order 928, or any superseding executive order, and may at the same time file a complaint over the same incident with the Equal Employment Opportunity Commission (EEOC) and/or the Department of Fair Employment and Housing (DFEH) (25.2). Pursuant to side letter 12, CSUEU has the right to file a discrimination complaint on behalf of a group of employees.</p> <p>An employee who alleges improper governmental activity and/or a significant health or safety threat shall file his/her complaint as proscribed in Executive Order 929, or any superseding executive order (25.3). An employee who is alleging retaliation for whistleblowing activities shall file his/her complaint as proscribed in Executive Order 822, or any superseding executive order (25.4)</p>
26	<p><u>ARTICLE 26</u> <u>CRUISE EMPLOYEES</u></p> <p>Applies to employees of the California Maritime Academy who serve on cruises associated with campus curriculum. . For cruise employees, one year of service is equivalent to an academic year plus one cruise (26.3). Employees serving in a cruise year appointment do not accrue vacation credits (26.4). Cruise employees are entitled to all days designated in the academic calendar as academic holidays or any other day designated by the Governor for a public fast or holiday. Part-time employees shall have this applied pro rata (26.5). At the completion of a worked cruise, the cruise employee shall earn 40 hours of CTO to be used during the following calendar year (26.6). Cruise employees shall receive 5 dollars per day incidental pay for each day worked on a cruise (26.8). Employees shall be reimbursed the cost of obtaining or renewing their passport, the cost of or renewal of a mandated Merchant Mariner’s Document (Z card), and the cost of any x-ray required for tuberculosis screening required in order to receive a “maritime credential” (26.9-11).</p>
27	<p><u>ARTICLE 27</u> <u>LABOR-MANAGEMENT COMMITTEES (LMC)</u></p> <p>Either party may request meeting to establish campus-based (27.1) or systemwide (27.5) LMC on matters of mutual interest. Campus LMCs shall issue reports within 90 days of its last meeting (27.2). System-wide LMC will convene by April 16, 2007, to discuss proposed new State Controller’s Office payroll system (27.8). Final IT-LMC report to be issued by April 16, 2007 (27.10). 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 (Side Letter 11).</p>

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28	<u>ARTICLE 28</u> <u>FAMILY CARE AND MEDICAL LEAVE</u>
	<p>Article 28 is a new article created from Article 16, Leaves of Absence, which incorporates federal Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) (28.1). Employees who have at least twelve months of service are eligible for up to twelve weeks of Family Medical Leave (FML) in a twelve-month period (28.2). FML shall be granted to an employee with a serious health condition for the birth, adoption, or foster care placement of a child, or to care for a child, parent, spouse or domestic partner who has a serious health condition (28.3). FML is unpaid and employees must exhaust leave credits prior to being placed on unpaid FML (28.5). However, if FML is due to the employee's serious health condition and also qualifies for Industrial Disability Leave, Temporary Disability, or Non-Industrial Disability, the appropriate guidelines apply (28.4). FML, when used to care for an eligible family member, requires an employee to use all accrued vacation, person holiday, and CTO that he/she is eligible for prior to taking unpaid FML (28.5). When caring for an eligible family member, the employee may use sick leave upon mutual agreement with the appropriate administrator (28.6). FML taken for child birth or adoption/foster care must be taken within one year of the event (28.7). FML is separate and distinct from pregnancy disability leave, which allows for up to four months of leave (28.8). An employee who needs to utilize FML should notify the President, in writing, as soon as possible (28.11). The employee has a right to return to his/her former position or an equivalent position upon expiration of the family and medical leave (28.15). Disputes regarding the granting or denial of FML are subject to the complaint procedure (28.17).</p> <p>When CSU becomes aware employee has taken or intends to take FML, the employee may be asked to provide documentation from medical provider (28.10).</p>
29	<u>ARTICLE 29</u> <u>DURATION AND IMPLEMENTATION</u>
	<p>Three year contract, July 1, 2006 through June 30, 2009 (29.1). 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 funds in addition to their November 2006 budget request (29.4). Negotiations on economic issues in preparation for FY 2009 budget may commence after July 1, 2008 (29.3). This agreement is in conformance with the intent of HEERA (Government Code 3572), which envisions prospective bargaining.</p>
S-1	<u>SIDELETTER 1</u> <u>ARTICLE 5 - OFFICE SPACE</u>
	<p>CSU agreed to write to CFA reminding them that under section 6.23 of the CFA-CSU contract, CFA will be provided office space on each campus, which shall be shared with other unions, upon request.</p>
S-2	<u>SIDELETTER 2</u> <u>ARTICLE - 7/8 - GRIEVANCE AND COMPLAINT PROCEDURE</u>
	<p>All grievances and complaints filed after January 16, 2007, will use the new steps of the respective procedures. Grievances filed January 16, 2007, or earlier will be processed under the 2002-2006 contract. However, any grievance not yet scheduled for arbitration may be scheduled under the new Mediation-Arbitration procedure. And, any systemwide complaint not yet heard at Level III may be scheduled for mediation. Mutual agreement would be required to use these new procedures.</p>

Summary of the 2007-2009 CSUEU-CSU Collective Bargaining Agreement

S-3	<p><u>SIDELETTER 3</u> <u>ARTICLE 9 - PART-TIME PROBATIONARY EMPLOYEES</u></p> <p>Campuses will have until March 16, 2007, to determine whether part-time probationary employees with eleven to twelve months of probationary service have successfully completed probation.</p>
S-4	<p><u>SIDELETTER 4</u> <u>ARTICLE 9 - TIME-BASE REQUIRED FOR PART-TIME PROBATIONARY EMPLOYEES</u></p> <p>This sideletter states that CSUEU and CSU are in agreement that part-time employees must have a time-base of at least 50% in order to be considered probationary employees and qualify for permanent status. Employees who are appointed to a time base of less than 50% shall be considered temporary employees and shall not be eligible for permanent status.</p>
S-5	<p><u>SIDELETTER 5</u> <u>ARTICLE 20 - SHIFT DIFFERENTIAL BONUS</u></p> <p>The new shift differential provision which provides additional pay for employees working less than four hours between 6 PM and 6 AM will be implemented prospectively with the January 2007 pay period. Retroactive payments will be calculated by dividing half of the annual allotment for this provision (\$398,500) by the number of eligible employees as of February 2007. Bonuses will be paid to eligible employees by April 30, 2007. Applicable payroll taxes will be deducted from these bonus checks.</p>
S-6	<p><u>SIDELETTER 6</u> <u>ARTICLE 20 - MINIMUM SALARY RATES</u></p> <p>Effective January 1, 2007, the minimum salary rates of four trainee classifications were increased to \$1300, reflecting the increase in the California minimum wage rate to \$7.50 per hour.</p>
S-7	<p><u>SIDELETTER 7</u> <u>ARTICLE 20 - MARKET SALARY INCREASES</u></p> <p>CSUEU President Pat Gantt confirmed, in a letter to Vice Chancellor Jackie McClain, that although CSUEU is concerned about salary lags between many CSU classifications and comparable institutions, CSUEU requested that more money be directed to General Salary Increases that go to all employees rather than Market Salary Increases that go to selected classifications. CSUEU recognizes that by June 2009, existing market lags will not be substantially reduced. We intend to address market lags in future years. In the meantime, CSUEU will be actively encouraging campuses to promote the use of campus funds for in-range progressions.</p>
S-8	<p><u>SIDELETTER 8</u> <u>ARTICLE 20 - MARKET SALARY INCREASES FOR FY 2006/2007</u></p> <p>CSUEU confirmed, in writing, that for Fiscal Year 2006/2007, the 0.324% market salary adjustment shall be distributed to all classifications represented by CSUEU, effective with the August 2006 pay period.</p>

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S-9	<u>SIDELETTER 9</u> <u>ARTICLE 21 - PARKING FEES</u>
	In May 2007, a new Parking Fee Side Letter was negotiated which ties future parking fee increases to the amount of any general salary increase. Previously-negotiated sections 21.16 and 21.17, as well as the side letter, dated October 27, 2006, were rescinded. Staff will not pay more than students on any campus.
S-10	<u>SIDELETTER 10</u> <u>ARTICLE 22 - FEE WAIVER CONTRACT CHANGES</u>
	CSU and CSUEU agreed that all fee waiver changes would be implemented for the next semester or quarter after January 16, 2007. Each campus will determine the implementation date, based on factors such as the start date for the semester or quarter, as well as fee waiver processing deadlines.
S-11	<u>SIDELETTER 11</u> <u>ARTICLE 23 - WORKPLACE VIOLENCE POLICY</u>
	The CSU agreed to advise all campuses to have a workplace violence policy. Any campus without such a policy shall draft one no later than July 16, 2007.
S-12	<u>SIDELETTER 12</u> <u>ARTICLE 25 - DISCRIMINATION COMPLAINT PROCEDURE</u>
	The parties agreed that CSUEU has the right to file discrimination or sexual harassment complaints on behalf of more than one CSU-represented employee. Executive Orders 928 already provides CSUEU the right to file such complaints on behalf of individual employees.
S-13	<u>SIDELETTER 13</u> <u>ARTICLE 27 - LABOR MANAGEMENT COMMITTEE REGARDING WORK SHIFTS</u>
	CSU and CSUEU agreed to create a systemwide Labor Management Committee (LMC) to explore and review the application of various work shifts to employee's holiday pay, release time, and other pay or leave credits. LMC recommendations will be submitted to the Vice Chancellor of Human Resources.
A	<u>APPENDIX A</u> <u>INCLUDED CLASSIFICATIONS</u>
	Appendix A lists all classifications included in Bargaining Units 2, 5, 7, and 9, respectively.
B	<u>APPENDIX B</u> <u>LIST OF PER DIEM EMPLOYEES</u>
	Appendix B lists those classifications that can be posted as per diem, pursuant to the definition found in Article 2, provision 2.15 (d).
C	<u>APPENDIX C</u> <u>OVERTIME/SHIFT DIFFERENTIAL</u>
	Appendix C Lists classifications eligible for overtime and shift differential.

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D	<u>APPENDIX D</u> <u>SUPERSESSSION</u> If any of the statutes listed in Appendix D conflict with the Memorandum of Understanding (MOU), the MOU prevails.
E	<u>APPENDIX E</u> <u>SALARY SCHEDULES</u> <u>Appendix E lists all classifications in Bargaining Units 2, 5, 7 and 9, and their pay ranges, as of August 2006. For current pay scales, visit the Chancellor's Office website at http://www.calstate.edu/HRAdm/SalarySchedule/salary.aspx</u>
Index	<u>INDEX</u> The Index makes it significantly easier for employees to find various topics in the contract.

To view the 2007-2009 Agreement on-line, go to www.csueu.org/ Copies of the 2007-2009 Agreement and CDs will be available in the near future.
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