

**Collective Bargaining
Agreement Between
The Board of Trustees
of
The California State University
and the
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America (UAW)
AFL-CIO and its Local Union 4123**

*Teaching Associates
Graduate Assistants
Instructional Student Assistants*

June 24, 2005 - September 30, 2008

**United Auto Workers
6500 S. Rosemead Boulevard
Pico Rivera, CA 90660**

**The California State University
Office of the Chancellor
401 Golden Shore
Long Beach, CA 90802-4210**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1	RECOGNITION1
ARTICLE 2	APPOINTMENTS, POSTING AND NOTIFICATION.....1
	Posting of Appointment Opportunities.....1
	Appointment Notification2
	Job Description3
	Conditions of Appointment3
	Implementation5
ARTICLE 3	BENEFITS.....5
	Health Benefits5
	Dental Plans6
	Vision Care.....6
	Flex Cash Program.....7
	Health Care Reimbursement Account7
	Childcare and Dependent Care Reimbursement Account7
	Retirement Benefits.....7
	Travel Reimbursement.....8
	Parking.....8
	Life Insurance8
	Industrial Disability8
	Non-Industrial Disability Insurance8
	403(b) Plan.....8
ARTICLE 4	CLASSIFICATIONS.....9
ARTICLE 5	CONCERTED ACTIVITIES.....9
ARTICLE 6	DISCIPLINE.....10
	Written Notice of Intent10
	Response to Written Notice of Intent11
	Written Notice of Disciplinary Action11
	Investigatory Leave11
ARTICLE 7	EFFECT OF AGREEMENT.....11

TABLE OF CONTENTS

	Page
ARTICLE 8	EMPLOYMENT EVALUATION13
ARTICLE 9	FEE WAIVER.....14
ARTICLE 10	GRIEVANCE PROCEDURE.....14
	Definitions.....15
	Time Limits.....15
	Informal Procedure.....16
	Formal Procedure Step 1 – President or Designee16
	Grievance Form.....16
	Formal Procedure Step 2 – Office of the Chancellor.....17
	Formal Procedure Step 3 – Arbitration.....17
	General Provisions.....19
	Release Time.....20
ARTICLE 11	HEALTH AND SAFETY.....21
ARTICLE 12	HOLIDAYS.....21
	Work Requirements and Compensation During Holidays.....22
	Personal Holiday.....22
ARTICLE 13	INSTRUCTIONAL MATERIALS, SERVICE AND SUPPORT.....23
ARTICLE 14	LEAVES OF ABSENCE.....23
	Family Care and Medical Leave23
	Bereavement Leave.....24
	Military Leave.....24
	Jury Duty.....24
	Illness or Injury.....24
	Leave Request Procedure.....25
	Catastrophic Leave Donation Program25
ARTICLE 15	MANAGEMENT RIGHTS.....27

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 16	NON-DISCRIMINATION28
	Whistleblowing28
ARTICLE 17	PERSONNEL FILES.....29
ARTICLE 18	SALARY30
	General Salary Increase.....31
	Fiscal Year 2005/200631
	Fiscal Year 2006/200732
	Fiscal Year 2007/200832
	Direct Deposit.....33
ARTICLE 19	SEVERABILITY33
ARTICLE 20	SICK LEAVE34
	Accrual of Sick Leave34
	Absences Chargeable to Sick Leave34
	Procedure for Requesting Sick Leave.....35
	Charging Sick Leave35
ARTICLE 21	TRAINING.....36
ARTICLE 22	UNION ACCESS AND RIGHTS36
	Access Via Campus Communications36
	Union Access and Activities on Campus36
	Use of CSU Property/Services.....36
	Union Release Time.....37
	Employee List.....37
	University Representatives.....38
	Reimbursement Costs.....38
	Publication of the Agreement39
	Union Orientation39
	Union Membership Election Form39
ARTICLE 23	UNION SECURITY.....39
	Union Dues, Assessments, Initiation Fees.....40
	Fair Share Fees.....40
	VCAP Check-Off41

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 24	VACATION41
ARTICLE 25	WORKLOAD42
	Expedited Process44
ARTICLE 26	DURATION44
MEMORANDA OF UNDERSTANDING	
APPENDICES	
APPENDIX A
APPENDIX B

ARTICLE 1

RECOGNITION

The Trustees of The California State University (CSU) recognize the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO and its Local Union as the sole and exclusive representative of the bargaining unit (Unit 11) in accordance with the certification by the Public Employment Relations Board (PERB) in petition number LA-RR-1099-H and in accordance with the parties' August 18, 2004 recognition agreement as set forth in Appendix A.

The classifications included in this unit are:

Teaching Associates (2353 and 2354), Graduate Assistants (2355, 2325 and 2326) and Instructional Student Assistants (1150, 1151 and all others that may apply).

The recognized unit may be modified by agreement of the parties pursuant to the rules and regulations of the Public Employment Relations Board.

ARTICLE 2

APPOINTMENTS, POSTING AND NOTIFICATION

Posting of Appointment Opportunities

The University shall create and maintain a central website on each campus and shall post information on it regarding open hire bargaining unit employee positions when these positions become available. Open hire positions are those positions available for currently enrolled or admitted students that are not used to fulfill a commitment of support made to a student (a) at the time of admission or (b) under an existing advising relationship with a faculty member(s). The University may update or edit this information as appropriate.

By April 1st of each year, the University shall post a summary of bargaining unit positions by department or hiring unit and classification that were filled in that academic year.

All postings shall contain the following information:

1. An employment non-discrimination statement.
2. A general description of the duties performed by each of the classifications covered by the agreement.
3. The "minimum qualifications" by classification as established by and at the sole discretion of the University.
4. A statement indicating that exceptions to the minimum eligibility qualifications may be granted at the sole discretion of the University.
5. Application procedures or hiring unit contact person for bargaining unit positions.
6. Hiring criteria for each classification.
7. Percentage or hours of appointment, when known.
8. Deadlines for application and procedures for notification.

The determination of the above information shall be made by the University. Once the University has determined the hiring criteria, they shall not be modified to be more restrictive within the same hiring period.

Departments or other hiring units may also post information regarding open hire positions. Departments or other hiring units may, when necessary, make emergency appointments. For the purpose of this Article an emergency situation is one in which the beginning of the appointment period must begin less than a week after the position is posted.

Appointment Notification

1. The CSU may make appointments at any time and for any duration. Appointments of Teaching Associates and Graduate Assistants may be made at any time-base. Appointments of Instructional Student Assistants may be made for any range of hours.
2. If a hiring decision is made in the Spring term, as soon as practicable thereafter the University shall provide a written notice of the appointment or reappointment in paper or electronic format (e.g. email or website) to the affected individual. If a hiring decision is made at some other time, the aforementioned notice shall be provided as soon as practicable after the decision is made.

3. The notice will include, but not be limited to: the applicable appointment title, appointment time-base percentage (or range of hours), effective dates, salary/wages, department or equivalent unit, department or equivalent unit contact information, response requirements if any, a statement that the position is covered by the collective bargaining agreement between the parties, and the collective bargaining agreement's website address.
4. If known and applicable, the notice shall also include the faculty member or supervisor to whom the individual will report, the location where the work will be performed, the class assigned, the required duties and other information as deemed appropriate by the University.
5. No employee shall be deemed appointed in the absence of an official written notification from the President and the bargaining unit employee's acceptance within the timelines established by the notification. The bargaining unit employee shall have fourteen (14) days from date of written notification to accept the appointment.
6. As soon as practicable after a hiring decision is made, the University shall provide written notification, in paper or electronic form (e.g., website or email) of health and other applicable benefits and deductions, and tuition and fee waiver or exemption information either in the appointment notification or in a separate notice.

Job Description

As soon as is practicable, the University shall provide the bargaining unit employee with documentation that sets forth the specific duties of the appointment. The University shall provide advance notice when the above referenced duties are changed significantly. Such changes shall be confirmed in writing.

Conditions of Appointment

1. The duration, terms and conditions of an employee's appointment will be specified in the appointment notification. The appointment notification shall state that the appointment automatically expires at the end of the period stated and does not establish an obligation for a subsequent appointment. No other notice shall be provided.

2. Offers of appointment for a single academic term to Teaching Associates and Graduate Assistants shall not be conditioned upon budget or enrollment. In cases of offers of appointment to Teaching Associates and Graduate Assistants for multiple academic terms, employment for the initial academic term shall not be conditioned upon budget or enrollment. Employment for subsequent academic terms shall be conditioned on budget and enrollment. Nothing herein prevents a campus, at its sole discretion, from offering an appointment for multiple academic terms whereby employment following the initial term is not conditioned upon budget or enrollment.
3. Where an appointment for an academic term is not conditioned upon enrollment or budget, if the position is no longer available due to budget or enrollment, the CSU will ensure that the employee:
 - a. is placed in an appointment at the same level of compensation for the academic term stated in the appointment notification, or
 - b. receives the same compensation in lieu of the position for the academic term stated in the appointment notification.

Where an appointment for an academic term is on a conditional basis as described in 2. above, the CSU has the unfettered right to rescind the appointment based upon budget and enrollment conditions. In such case, the CSU has the right to rescind the appointment at any time prior to the third class meeting for Teaching Associates or prior to the second full week of the academic term for Graduate Assistants. If an appointment is rescinded, the Teaching Associate shall be paid for class hours taught and the Graduate Assistant shall be paid for actual hours worked.

4. Offers of appointment for Instructional Student Assistants may be conditioned on budget and enrollment.
5. An employee may be reassigned by the CSU due to the operational needs of the CSU upon written notice. The CSU shall determine its operational needs, including the quality of its instructional and research activities. Any reassignment must be to another position with the same compensation.
6. As a condition of employment, all employees must remain academically eligible. In the event the employee becomes academically ineligible, the employee may be removed without pay from or returned to said appointment as set forth below.

- a. Within the first five (5) weeks of an academic term, the University may, at its sole discretion, remove an employee who has become academically ineligible.
- b. If a bargaining unit employee regains academic eligibility, the University shall determine in its sole discretion whether or not to reinstate the bargaining unit employee. Reinstatement, if any, shall be at the level of employment held prior to removal.

Implementation

7. If on or before May 27, 2005 the Union notifies the CSU in writing that it has ratified this Agreement, the requirements of this Article shall become effective according to the following schedule:
 - a. Posting of Appointment Opportunities: on the first day of the term following the six-month anniversary of the ratification of the Agreement by both parties.
 - b. Appointment Notification, and Job Description: December 1, 2005.
 - c. Conditions of Appointment: upon ratification of the agreement by both parties.

ARTICLE 3

BENEFITS

Health Benefits

- x.1 The term "eligible Teaching Associate employee(s)" as used in this Article shall mean a Teaching Associate employee who is appointed half-time or more for more than six (6) months. Those employees excluded from health, dental, vision, and life insurance benefits include Graduate Assistants and Instructional Student Assistants.
- x.2 Eligible Teaching Associate employees and eligible family members as defined by CalPERS shall receive health benefits offered through the CalPERS system for the life of this Agreement. Payment for these benefits shall be based on rates established by CalPERS for participating members. The CSU shall contribute the

amount required for such payments by Government Code Section 22871. This provision shall be applicable to all Teaching Associate employees whose eligibility for CalPERS health benefits derives from their employment in the UAW unit. Those excluded from health benefits include Graduate Assistants, and Instructional Student Assistants.

- x.3 The term “eligible family member” as used in this Article shall mean the eligible Teaching Associate employee’s legal spouse, registered domestic partner (through the Secretary of State registration process), and unmarried children from birth to the end of the month in which the dependent children reach age twenty-three (23). An adopted child, stepchild, natural child recognized by the parent, or a child living with the employee in a parent-child relationship who is economically dependent upon the employee is also eligible. A family member who is a disabled child over age twenty-three (23) may also be enrolled if, at the time of initial enrollment of the employee, satisfactory evidence of such disability is presented to the carrier consistent with the carrier’s requirements. Upon attaining age twenty-three (23), a disabled child who is already enrolled may be continued in enrollment if satisfactory evidence of that disability is filed with the carrier in accordance with the carrier’s criteria.
- x.4 All Teaching Associate employees who contribute toward health benefits pursuant to x.2 shall be entitled to participate in the CSU Health Premium Conversion Program (TAPP). The terms of this program shall be determined by the CSU. All administrative costs for participation shall be paid by participating employees.

Dental Plans

- x.5 CSU dental benefits shall be offered to eligible Teaching Associate employees and eligible family members as defined in x.1 and x.3 for the life of this Agreement, fully paid by the CSU. The level of benefits shall equal the following plans in existence on June 24, 2005: the CSU basic Prepaid Dental Plan and the CSU Enhanced Level I Indemnity Dental Plan.

Vision Care

- x.6 Eligible Teaching Associate employees and eligible family members as defined in this x.1 and x.3 shall be entitled to receive vision care benefits as provided in the program presently offered by CSU and the CSU’s contribution shall equal one hundred (100) percent of the basic monthly premium for the life of this Agreement.

Flex Cash Program

x.7 Teaching Associate employees eligible for either health or dental insurance pursuant to this Agreement, shall be entitled to waive health and/or dental insurance in exchange for the following monthly payments:

- | | |
|---------------------------|-----------------|
| a. Waive medical & dental | \$140 per month |
| b. Waive medical only | \$128 per month |
| c. Waive dental only | \$12 per month |

In order to participate, each eligible Teaching Associate employee will be required to request participation and certify that he/she has alternative non-CSU insurance for the CSU insurance being waived.

Health Care Reimbursement Account

x.8 All eligible Teaching Associate employees shall be entitled to participate in the CSU Health Care Reimbursement Account (HCRA) Plan. The terms of this plan shall be determined by the CSU and in accordance with Internal Revenue Service regulations. All administrative costs for participation shall be paid by participating employees.

Childcare and Dependent Care Reimbursement Account

x.9 The CSU and the Union acknowledge that pursuant to the rules of the relevant Auxiliary Organizations on each campus, childcare services are available to employees due to their student status.

x.10 All Teaching Associate employees shall be entitled to participate in the CSU Dependent Care Reimbursement Account (DCRA) plan. The terms of this plan shall be determined by the CSU and in accordance with Internal Revenue Service regulations. All administrative costs for participation shall be paid by participating employees and shall be the same as for all other employees.

Retirement Benefits

x.11 Teaching Associate employees' eligibility for membership in the CalPERS retirement system shall be determined pursuant to the California Public Employees' Retirement Law. This provision is not intended to change the status quo regarding TA retirement benefits eligibility.

Travel Reimbursement

- x.12 Employee expenses incurred as a result of travel on official CSU business shall be reimbursed in accordance with CSU travel regulations.

Parking

- x.13 An employee wishing to park at any CSU facility shall be eligible for the same category of parking permit that was available to that classification of employee as of January 1, 2004. Every employee shall pay the parking fee in accordance with CSU campus policy. The CSU shall provide payroll deductions for this purpose in accordance with CSU campus policy.
- x.14 Eligible bargaining unit employees shall be entitled to participate in the CSU Pre-tax Parking Fee Deduction Plan. The implementation and terms of this plan shall be determined by the CSU.

Life Insurance

- x.15 The CSU shall provide Teaching Associate employees as defined in x.1 with a supplemental life insurance program at no cost to the employee. This plan shall provide life insurance during the term of employment in the amount of fifty thousand dollars (\$50,000).

Industrial Disability Leave

- x.16 Teaching Associate employees may participate in the CSU Industrial Disability Leave (IDL) program in accordance with the terms set forth by the CSU.

Non-Industrial Disability Insurance

- x.17 Teaching Associate employees may participate in the CSU Non-Industrial Disability Insurance (NDI) program in accordance with the terms set forth by the CSU.

403(b) Plan

- x.18 Teaching Associate employees shall be eligible to participate in 403(b) plans in accordance with regulations and procedures as established by the CSU.

ARTICLE 4

CLASSIFICATIONS

The CSU shall notify the Union sixty (60) days prior to the effective date of: (a) new classifications related to bargaining unit classifications or (b) revised bargaining unit classifications.

- a. Prior to the effective date of a new classification, the Union may request a meeting with the CSU to discuss whether the new classification is appropriate for the bargaining unit. Such a meeting shall be held. The parties may mutually agree in writing to modify the unit to include the new classification. If the parties disagree as to the inclusion of a new classification in the bargaining unit, either party may seek a unit modification petition pursuant to the procedures established by PERB.
- b. Prior to the effective date of a revised classification or inclusion of a new classification in the bargaining unit, the Union may request to meet and confer regarding the impact of the revised classification or a new classification on bargaining unit members.
- c. All classification and qualification standards of bargaining unit employees will remain in effect until such time as notice as described above has been provided to the union.

ARTICLE 5

CONCERTED ACTIVITIES

During the life of this Agreement, unit employees shall not engage in strikes of any kind or other concerted activity of any kind which would interfere with or adversely affect the operations or the mission of the CSU.

The UAW shall not promote, organize, or support any strike of any kind or other concerted activity of any kind.

The UAW shall endeavor to prevent unit employees from participating in a concerted activity which would interfere with or adversely affect the operations or the mission of the CSU.

The CSU shall not lock out unit employees.

ARTICLE 6

DISCIPLINE

The CSU may discipline an employee for just cause.

"Discipline" is defined as:

- (a) a written reprimand or
- (b) a dismissal/discharge

"Discipline" does not include any other personnel action, including, but not limited to:

- (a) an oral or verbal counseling or warning; however, an oral warning may be challenged in a grievance only after it is subsequently used for evidence or to justify the extent of the penalty in a disciplinary matter;
- (b) the expiration of an appointment or the failure to make a reappointment;
- (c) a reassignment for operational needs;
- (d) a removal due to academic ineligibility;
- (e) a performance evaluation;
- (f) investigatory leave;
- (g) rescission of an appointment due to failure of a condition.

The CSU will not suspend employees. The CSU will not reassign an employee for disciplinary purposes.

Written Notice Of Intent

In the event that dismissal/discharge of an employee is contemplated, the University shall provide the employee with a written notice of intent. A copy of the written notice shall be sent to the Union. The written notice shall:

- a) inform the employee of the dismissal/discharge action proposed, the reason for the proposed action including applicable documentation and the effective date(s) of the action;
- b) inform the employee of the right to respond and to whom to respond within the applicable time limit in accordance with Section 3 below; and,

- c) inform the employee of the right to representation by another employee or the Union.

Response To Written Notice Of Intent

The employee or her/his representative shall have the right to respond in writing within seven (7) calendar days from the issuance of the written Notice of Intent. If the Notice is mailed to the employee, the employee may respond within twelve (12) calendar days from the date of issuance.

Written Notice Of Disciplinary Action

After review of a timely response, if any, the University shall notify the employee and the employee's designated representative of any disciplinary action to be taken and its effective date, as well as the rights set out under Article 10, Grievance Procedure. The University may reduce such discipline without the issuance of a further Written Notice of Intent. A copy of the Notice shall be sent to the Union.

Investigatory Leave

The University may place an employee on Investigatory Leave with full pay without prior notice, in order to review or investigate allegations of misconduct or dereliction of duty which, in the judgment of the University, warrant immediately relieving the employee from all work duties and/or require removing the employee from the premises. Investigatory leave shall not be considered a form of disciplinary action. The University will immediately provide the employee and her/his representative with written confirmation of the Investigatory Leave. The University may place an employee on investigatory leave at any time prior to, at the time of, or following a Notice of Intent. An employee on investigatory leave shall not receive pay in excess of what the employee would have earned had the employee not been placed on investigatory leave.

ARTICLE 7

EFFECT OF AGREEMENT

- A. Both parties had the opportunity during negotiations to make proposals with respect to any subject matter not prohibited by law from bargaining. To that end the parties' agree that this Agreement only covers matters that relate to the employment status of bargaining unit members and does not abridge, modify, or

alter any terms or conditions related to bargaining unit members' status as a student. This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein. Any other prior or existing understanding or agreement by the parties which is contrary to this agreement, whether formal or informal, regarding any such matters is hereby superseded by this Agreement. It is agreed and understood that each party to this Agreement voluntarily waives its right to negotiate with respect to any matter covered in this Agreement.

- B. Any practices, policies, rules, regulations, or conditions of employment affecting any matter within the scope of bargaining under HEERA which have not been covered by this Agreement shall remain in effect until the parties' obligations described in paragraph C. below are met.
- C.
 - 1. With respect to the matters covered in paragraph B. above, the parties recognize that during the term of this Agreement the University may deem it necessary to make changes in areas within the scope of bargaining. Where the University decides to make such changes the University shall notify the Union of proposed changes thirty (30) calendar days prior to their proposed implementation.
 - 2. The duty to negotiate changes made by the University in C.1 is limited to bargaining regarding the impact of such changes on bargaining unit employees, but only when both of the following exist:
 - a. Where the subject matter of the change is within the scope of representation pursuant to HEERA; and
 - b. Where the Union makes a request to negotiate with the University within fifteen (15) calendar days of the date of the receipt by the Union of the University's notice as described in Paragraph C.1.
 - 3. An agreement resulting from negotiations in C.2 above shall be executed in writing.
 - 4. If the parties do not reach agreement in the negotiations, the impasse procedures pursuant to HEERA shall apply.
 - 5. If the parties disagree as to whether a proposed change is subject to paragraph C. above, such disagreement shall be subject to the Grievance and Arbitration Article of this agreement.

ARTICLE 8

EMPLOYMENT EVALUATION

1. "Employment Evaluation" is a faculty member or supervisor's written assessment of a bargaining unit employees' employment performance.
2. If an employment evaluation is to take place, the employing department or hiring unit shall communicate, in writing, evaluation criteria, schedule and procedures for written employment evaluations, to employees or upon request to the Union within the first fourteen (14) days of the appointment period.
3. There shall be no changes in criteria and procedures used to evaluate the bargaining unit employee during the appointment period, unless there is a change in the assignment of the bargaining unit employee in which case notice of new criteria, schedule and procedures for written employment evaluations shall be provided in accordance with paragraph 2 above.
4. If a bargaining unit employee disagrees with the content of an evaluation, within fourteen (14) days of receipt of the evaluation, the bargaining unit employee may submit a rebuttal statement that the University shall attach to the employment evaluation.
5. The content of an employment evaluation of a bargaining unit employee shall not be subject to the grievance procedure, but the procedural requirements of the provisions of this article shall be subject to the grievance procedure.
6. If the bargaining unit employee is alleging that the content of an evaluation constitutes a violation of Article 16, Non-Discrimination, then the bargaining unit employee may contest the content of the evaluation subject to the requirements of Article 16, Non-Discrimination. If the bargaining unit employee is alleging that the content of an evaluation constitutes a violation of Article 10, Grievance Procedure, then the bargaining unit employee may contest the content of the evaluation subject to the requirements of Article 10, Grievance Procedure.

ARTICLE 9

FEE WAIVER

"Fee waiver" as proposed by the Union shall be defined as the waiver of full State University and campus fees for bargaining unit employees with a 25% time base appointment in a given term, or who work 160 hours per semester (110 hours per quarter).

The parties agree that there will be no implementation of fee waivers defined above in fiscal year 2005/06. The implementation of fee waivers defined above in fiscal year 2006/07 will be at the discretion of the CSU subject to the administration's determination that it has received funding sufficient to implement the cost of this benefit. This determination shall not be subject to Article 10, Grievance Procedure.

No sooner than July 1, 2006, the Union may ask for a response on the CSU administration's determination whether it has received sufficient funding to implement the cost of this benefit. The CSU must respond within 30 days. If the CSU administration responds that it has not received funding sufficient to implement the cost of fee waivers defined above for fiscal year 2006/07, then the parties shall re-open bargaining on whether to provide fee waivers in fiscal year 2006/07. The requirements of Article 5, Concerted Activities, shall not be in effect regarding these re-opener negotiations. Instead, the rights of the parties regarding concerted activities shall be as provided under HEERA.

This Article shall be subject to the Education Code and the Government Code.

ARTICLE 10

GRIEVANCE PROCEDURE

This grievance procedure shall be the sole and exclusive method of resolving disputes regarding allegations by employees and/or the Union that the CSU has violated this Agreement. Nothing herein precludes employees and/or the Union from pursuing allegations the CSU has violated constitutional, statutory or regulatory obligations in the appropriate forum as provided by law.

Definitions

Grievance – an allegation by a grievant that there has been a violation, misapplication, or misinterpretation of a specific term of this Agreement.

Grievant – The term “grievant” as used in this Agreement refers to:

- an individual employee who alleges that he/she has been directly wronged by a violation of a specific term of this Agreement; or
- a group of employees that alleges that it has been directly wronged by a violation of a specific term of this Agreement; or
- the Union when it alleges that an individual employee, a group of employees, or the Union has been directly wronged by a violation of a specific term of this Agreement.

Designated representative – an individual designated by a party to represent it at a step in the grievance procedure.

File – delivery to the designated representative at the address designated by such representative via U.S. Mail, personal service, facsimile, or, with the advance written consent of the recipient, by email.

Time Limits

A grievance must be filed in writing within 21 calendar days of the date on which the grievant(s) knew or could reasonably have been expected to know of the occurrence upon which the grievance is based.

Formal grievance meetings shall occur within 14 calendar days of the date of the request to meet.

Written responses shall be filed within 14 calendar days of the completion of the grievance meeting at each step of the grievance procedure. Written responses shall be filed with the grievant and the Union.

Written appeals of a grievance response shall be filed within 14 calendar days of the filing of a grievance response.

Informal Procedure

Informal Step 1 –The grievant(s) may meet and attempt to settle the grievance with their immediate supervisor (or with an individual designated by the University in the case of a Union grievance).

Informal Step 2 – If the grievance remains unresolved following Informal Step 1, the grievant(s) shall attempt to resolve a grievance in an Informal Step 2 meeting with an individual designated by the campus. If the designated individual is the subject of the grievance, the grievant(s) shall have the option of requesting the campus to designate another individual, who is not the subject of the grievance, to conduct the Informal Step 2 meeting. If the campus designates another individual who is not the subject of the grievance, the grievant(s) shall participate in the Informal Step 2 meeting. If the campus declines to designate another individual, the grievant(s) may pursue the grievance at Formal Step 1. Informal Step 2 meetings shall occur within 7 calendar days of the date of the request to meet.

The informal resolution of a grievance shall not set a precedent and must be consistent with the terms of this agreement.

Formal Procedure Step 1 – President or Designee

A formal written grievance shall be filed with the President or his/her designated representative within 21 calendar days of the date on which the grievant(s) knew or could reasonably have been expected to know of the occurrence upon which the grievance is based. The grievant or her/his representative shall request a meeting to be held between the grievant(s) and the President or the President's designated representative(s) to attempt to resolve the grievance within 14 calendar days of filing the grievance. The resolution of a grievance at Step 1 shall not set a precedent and must be consistent with the terms of this agreement.

Grievance Form

All filings of written grievances at each Formal Step shall be on the form contained in Appendix _____. The grievance form shall be signed by at least one grievant at the time of its initial filing at Formal Step 1. The original signatures of all grievants must be provided to the CSU prior to the Formal Step 2 meeting. If a grievant's signature is not so provided to the CSU, that grievant's claim shall be deemed null and void. The grievant shall state on the grievance form agreed to by the parties all of the following information:

- The specific term(s) of the Agreement alleged to have been violated;
- A detailed description of the grounds of the grievance including names, dates, places, and times;
- A proposed remedy;
- The grievant's name(s), classification(s), campus, department(s), mailing address(es), and original signature of at least one grievant;
- The name and telephone number of the representative, if any;
- The name and address of the Union, if the representative is acting as an agent of the Union;
- In the case of a Union grievance on behalf of employee(s): (1) the name(s) of the employee(s) or (2) a specific description of the group of employees, alleged to have been directly wronged by the alleged violation; and
- Date of submission of the grievance.

Formal Procedure Step 2 – Office of the Chancellor

If the grievance remains unresolved following Formal Step 1, the grievance may be filed at Step 2 with the designated individual in the Office of the Chancellor within 14 calendar days of the filing of a grievance response at Formal Step 1. The Union shall request a meeting be held between the Union representative and the designated individual in the Office of the Chancellor to attempt to resolve the grievance within 14 calendar days of filing the grievance appeal. The resolution of a grievance at Step 2 shall not set a precedent and must be consistent with the terms of this agreement.

Amendments and/or modifications to a grievance or to a grievance response, including new claims, issues, alleged contract violations and/or the raising of an arbitrability defense, shall not be made by the grievant or the CSU after the Formal Step 2 response, and therefore shall not be considered in arbitration, except for good cause.

Formal Procedure Step 3 - Arbitration

If the grievance remains unresolved following Formal Step 2, the grievance may be filed at Step 3 with the designated individual in the Office of the Chancellor within 42 calendar days of the filing of a grievance response at Formal Step 2. An appeal to arbitration may only be made by the Union.

[select a panel of 5 north and 5 south to serve in rotation order unless agreed otherwise]

Unless the specific language of the Agreement is in conflict, the arbitration procedure shall be conducted in accordance with the rules of the AAA.

Grievances with continuing financial back pay liability, and grievances alleging an unsafe work environment, shall be scheduled for hearing in arbitration in the chronological order of their appeal to arbitration, prior to both the scheduling of any grievances with no continuing financial back pay liability, or any grievance which does not allege an unsafe work environment. The parties recognize that from time to time it may be in the interest of both parties by mutual agreement to schedule cases for arbitration in other than chronological order. Absent such mutual agreement, arbitration hearings shall be scheduled in the same chronological order in which each case was appealed to arbitration.

The Union shall request that a grievance be scheduled for hearing in arbitration. Any grievance filed into arbitration shall be considered withdrawn if the parties have not, within twelve (12) months of the date of filing to arbitration, agreed upon a date and scheduled the case for hearing with the arbitrator assigned to the case. This provision shall be extended for an additional thirty (30) days at a time, in cases where the Union has agreed to dates proposed by an arbitrator which are unacceptable to the CSU, or in cases where the CSU has not responded to the dates proposed by the Union.

No later than ten (10) days prior to the date of an arbitration hearing the parties shall attempt to confirm any issue(s) to be raised, exchange proposed issue statements, formulate a joint statement of issue, exchange the names of all anticipated witnesses, and provide (and identify as exhibits) copies of all documents anticipated to be entered into evidence. The failure to exchange the aforementioned information on proposed issues, witnesses and documents prior to the arbitration hearing shall not preclude their consideration by the arbitrator.

The arbitrator's award shall be based solely upon the evidence and arguments appropriately presented by the parties in the hearing and upon any post-hearing briefs.

The arbitrator shall have no authority to add to, subtract from, modify, or amend the provisions of this Agreement.

A final decision or award of the arbitrator shall be made within thirty (30) calendar days after the close of the hearing. Such decision or award shall be binding upon the Union, the CSU, and the employee(s) affected thereby.

The cost of the arbitration, excluding unilateral withdrawal, unilateral postponement, or unilateral cancellation fees, shall be borne equally by the parties. Expenses for

witnesses shall be borne by the party who calls them. Each party shall bear the cost of its advocate.

Arbitration hearings shall be held at the campus for grievances filed at a CSU campus, and arbitration hearings shall be held on an alternating basis between the Office of the Chancellor and the Pico Rivera Union office for grievances agreed upon by the parties to be systemwide issues. The parties may mutually agree to schedule such cases at other locations.

The standard of review for the arbitrator is whether the CSU violated, misapplied, or misinterpreted a specific term(s) of this Agreement.

If an arbitrability question exists, the arbitrator shall determine the arbitrability question prior to hearing the formal presentations of the parties on the merits of the grievance.

An arbitrator's award may or may not be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30) days prior to the date the grievance was initially filed in accordance with this Article or the date on which the act or omission occurred.

General Provisions

Upon the request of the Union or the CSU, the other party shall supply a current list of its designated representatives for handling grievances at a campus or by the Office of the Chancellor.

The University shall not retaliate against an individual for membership or non-membership in the Union or for engaging in protected Union activities, or for participation in a grievance or complaint, whether formal or informal, or for the exercise of rights guaranteed by this Agreement.

Failure to file a grievance within the time limits at any step of the grievance procedure shall render the grievance null and void and no new grievance may be filed or processed on the matters grieved.

If the Union refuses to agree to schedule or attend a required meeting at any step of the grievance procedure, then the Union may not advance the grievance to the next level.

If the University refuses to agree to schedule or attend a required meeting at any step of the grievance procedure, then the Union may advance the grievance to the next level.

The failure to file a response to, or meet about, a grievance at any step of the grievance procedure within the specified time limit shall permit the grievant to appeal the grievance to the next step of the procedure within 14 calendar days of when the response was due.

The parties, by mutual written agreement, may agree to extend any time limit or waive any meeting, response or requirement of the grievance procedure.

The settlement of a grievance shall not set a precedent unless the parties expressly provide in that settlement that they have agreed to do so.

Offers of settlement are inadmissible at any step of the grievance or arbitration procedures.

The parties, by mutual written agreement, may agree to consolidate two or more grievances.

Grievants have the right to Union representation at all stages of the grievance and arbitration procedure subject to the provisions of this paragraph. The Union shall have the exclusive right to represent any employee in grievances under this Agreement provided, however, that at informal and formal steps 1 and 2, employees may represent themselves or be represented by another employee of their choice pursuant to HEERA section 3567. If an employee elects not to be represented by the Union, the University shall inform the Union in writing (via email, facsimile or personal service) of a written formal step 1 grievance within 7 days of the filing. No resolution of any individually processed grievance shall be inconsistent with the terms of this Agreement. The University will not agree to a resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

Release Time

If it is necessary that grievance meetings take place during work time, the University shall provide release time to all Union representatives and grievants to participate fully in all aspects of the grievance process, including representation, preparation and presentation, as follows:

- Prior to filing a grievance, the potential grievant and representative, if any, shall each be provided with one (1) hour release time for grievance preparation and reasonable time for grievance presentation at the informal level.

- After the grievance has been filed, a representative and the grievant shall be provided reasonable release time for the purpose of preparation and presentation of the grievance.

Representatives and potential grievants shall contact the appropriate administrator if release time is required under this provision. The appropriate administrator shall grant the contractually specified release time after considering the needs of the operation of the University. Requests for release time shall include: (1) the time and location of the meeting; and (2) the anticipated duration of the meeting.

ARTICLE 11

HEALTH AND SAFETY

The CSU shall make reasonable efforts to maintain conditions conducive to the health and safety of bargaining unit employees.

ARTICLE 12

HOLIDAYS

The following holidays, except as provided in provision ____ below, shall be observed on the day specified.

- a. January 1
- b. Third Monday in January (Martin Luther King Jr. Day)
- c. March 31 (Cesar Chavez Day)
- d. July 4
- e. First Monday in September (Labor Day)
- f. Thanksgiving Day
- g. December 25
- h. Any other day designated by the Governor for a public fast or holiday.

The holidays listed in this provision shall be officially observed on the day specified unless they fall on a Saturday or Sunday, or are rescheduled by the President for observance on another day.

- a. Third Monday in February (Washington's Birthday)
- b. February 12 (Lincoln's Birthday)
- c. Last Monday in May (Memorial Day)

- d. Admission Day
- e. Second Monday in October (Columbus Day)
- f. November 11 (Veteran's Day)

Any holiday listed in this Article which falls on a Saturday shall be observed on the preceding Friday. Any holiday listed in this Article which falls on a Sunday shall be observed on the following Monday.

Work Requirements and Compensation During Holidays

Teaching Associates in an Academic Year classification and Graduate Assistants in an Academic Year classification shall not be required to work on the days holidays in provisions xx and xx are officially observed or on academic holidays as designated in the campus academic calendar. Such employees shall receive their normal salary for these periods.

Teaching Associates in a twelve (12) month classification and Graduate Assistants in a monthly classification shall not be required to work on the days holidays in provisions xx and xx are officially observed. Such employees shall receive their normal salary for these periods.

An employee on a leave of absence without pay or in another non-pay status on a day a holiday is officially observed shall not be paid for the holiday.

If the first working day of a new bargaining unit employee is preceded by a holiday, the bargaining unit employee shall not be paid for the holiday.

Instructional Student Assistants do not have paid holidays. Instructional Student Assistants are paid for all hours authorized to work.

Personal Holiday

Employees in a Teaching Associate classification shall be entitled to a Personal Holiday that may be taken on one (1) day during the calendar year. If the bargaining unit employee fails to take the Personal Holiday before the end of the calendar year, the holiday shall be forfeited. The CSU and the Union shall endeavor to inform a Teaching Associate of his/her Personal Holiday. Scheduling of the Personal Holiday shall be by mutual agreement of the bargaining unit employee and the appropriate administrator.

ARTICLE 13

INSTRUCTIONAL MATERIALS, SERVICES AND SUPPORT

The University shall provide all bargaining unit employees, without charge, access to the workspace, texts, facilities, services and instructional support the President deems required to perform work and work related tasks. Such support may include but not be limited to access to:

1. Library, copy, bookstore and email privileges;
2. Photocopies;
3. Office supplies;
4. Computer with internet access, free printing, and instruction-related software;
5. Storage space;
6. Office and desk space;
7. Telephone with voicemail;
8. Mailbox;
9. Texts/reading materials;
10. A break room if available.

ARTICLE 14

LEAVES OF ABSENCE

Family Care and Medical Leave

A bargaining unit employee who has one (1) year of service is entitled to a family care and medical leave without pay in accordance with the University's Family Care and Medical Leave Policy. Bargaining unit employees must work 1250 hours in the 12 months preceding the leave in order to be eligible for Family Care and Medical Leave. For employees eligible for paid leave of absence, Family Care and Medical Leave includes both paid (pursuant to Article 20, Sick Leave) and unpaid time.

Family care or medical leave is separate and distinct from the right of a female employee to take a pregnancy disability leave under Government Code Section 12945, subdivision (b)(2) for up to four (4) months, but not to exceed the end of the employee's appointment.

Bereavement Leave

Upon request to the President, a bargaining unit employee shall be granted up to two (2) days leave of absence with pay for each death in the immediate family. Upon request to the President, the bargaining unit employee shall be granted three (3) consecutive days leave of absence with pay if the death in the immediate family requires that a bargaining unit employee travel over five hundred (500) miles from his/her home. Bereavement Leave may only be taken on those days the employee was previously scheduled to work and must be taken at the time of the death or funeral.

A bereavement leave may be supplemented with available sick leave.

The term "immediate family" as used in this Article shall refer to the employee's spouse, domestic partner, and the employee's or his/her spouse's parent, grandparent, grandchild, son, son-in-law, daughter, daughter-in-law, brother, sister or relative living in the immediate household of the employee.

Military Leave

Emergency military leave, temporary military leave, and indefinite military leave shall be granted to eligible employees in accordance with state and federal law.

Jury Duty

An employee who serves on jury shall receive his/her salary, except that an employee who serves on jury duty in a federal court shall receive his/her salary only if he/she remits the amount received for such duty to the CSU. Payment for travel expenses and subsistence received by the employee need not be remitted. Payment shall only be made for those days the employee was required to be at the court for jury duty.

An hourly employee shall be eligible for time off with pay for jury duty only for those hours he/she was scheduled to work.

An employee who receives initial notification that he/she is subject to jury duty shall notify the appropriate administrator in writing prior to taking leave for jury duty. Verification of actual service for jury duty shall be provided by the employee.

Illness or Injury

A bargaining unit employee may be granted an unpaid leave of absence due to temporary incapacity due to illness or injury. An employee may be required to provide

a physician's statement or other appropriate verification for such leaves of absence. The length of the leave of absence may not extend beyond the expiration date of the appointment.

Leave Request Procedure

A written application for a leave of absence without pay or an extension of a leave of absence without pay shall be submitted to the appropriate administrator. The appropriate administrator shall determine if such a leave shall be granted and the conditions of such a leave.

An employee who is on a leave of absence without pay, excluding Family Care and Medical Leave, shall not return to active pay status prior to the expiration of such a leave without written approval of the appropriate administrator.

Any leave granted by the University under this Article assures to the employee a right to return to his/her former position or a position within his/her classification upon expiration of the leave, provided the employee returns prior to the employee's end of appointment date.

Catastrophic Leave Donation Program

Any bargaining unit employee who accrues vacation or sick leave credits may voluntarily donate either of those credits to or receive them from any other CSU employee on the same campus, if the recipient employee has exhausted all accrued leave credits, i.e., sick leave, vacation, and CTO, due to a catastrophic illness or injury. Catastrophic illness or injury is an illness or injury that has totally incapacitated the employee from work. The following provisions shall apply:

- a. An employee, his/her representative or the employee's family member must request the employee's participation and provide appropriate verification of illness or injury as determined by the campus president. The president shall then determine the employee's eligibility to receive donations based upon the definition provided above.
- b. An incapacitated employee may elect to defer a request to participate during a period of Industrial Disability Leave eligibility.

- c. An employee may donate a maximum of sixteen (16) hours of leave credits per fiscal year in increments of one hour or more. Donations are irrevocable.
- d. Donated leave credits may be used to supplement Industrial Disability Leave, Non-Industrial Disability Leave or Temporary Disability payments from the third party administrator upon the application for these benefit(s) by an eligible employee. The total amount of leave credits donated and used may not exceed an amount sufficient to ensure the continuance of the employee's regular monthly rate of compensation.
- e. The total donated leave credits shall normally not exceed an amount necessary to continue the employee for three calendar months calculated from the first day of catastrophic leave. The president may approve an additional three-month period in exceptional cases. The leave should not be deemed donated until actually transferred by the campus record keeper to the record of the employee receiving leave credits.
- f. For employees whose appointments have not been renewed, donated time may not be used beyond the employee's appointment expiration date in effect at the beginning of the disability.
- g. Only vacation and sick leave credits may be donated.
- h. Donated leave credits may not be used to receive service credit following a service or disability retirement.
- i. Any CSU union may solicit leave donations from bargaining unit employees for direct transfer to employees eligible to receive such leave credits.
- j. Catastrophic illness or injury may also include an incapacitated member of the employee's immediate family if this results in the employee being required to take time off for an extended period of time in order to care for the family member and the employee has exhausted both all of his/her accrued vacation credits and all of his/her accrued sick leave credits which may be used for family care in accordance with the appropriate collective bargaining Agreement. Only donated vacation credits may be used for such

family care catastrophic leave. Immediate family members shall be defined in accordance with the definition contained in the sick leave provisions of the collective bargaining Agreement covering the recipient employee.

- k. The provisions of this Agreement shall be subject to the grievance procedure contained in the collective bargaining Agreement applicable to the grieving employee.

ARTICLE 15

MANAGEMENT AND ACADEMIC RIGHTS

The CSU retains and reserves to itself, whether exercised or not, all powers, rights, authorities, duties, and responsibilities which have not been specifically abridged, delegated, or modified by this Agreement. Except as otherwise provided in this Agreement, the Union agrees that the CSU has the right to establish, plan, direct and control the CSU's missions, programs, objectives, activities, resources, assets and priorities; to establish, administer and revise procedures, rules and regulations, and direct and control University operations; to alter, extend or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of employees and all other personnel; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, determine the content of evaluations, and determine the processes and criteria by which employees' performance is to be evaluated; to establish and require employees to observe CSU rules and regulations; to discipline or dismiss employees; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire or transfer; to determine how and by who instruction and other services are delivered; to introduce new methods of instruction; and to exercise sole authority on all decisions involving academic matters.

Decisions regarding who is provided teaching or other services provided by the CSU, what teaching and other services are provided, how teaching and other services are provided and who provides teaching and other services involve management and academic judgment and shall be made at the sole discretion of the CSU.

ARTICLE 16

NON-DISCRIMINATION

The CSU prohibits discrimination on the basis of race, color, religion, national origin, ancestry, age, sex, sexual orientation, marital status, veteran status, physical disability, mental disability and medical condition. "Veteran status," as used herein, refers to the categories protected under the Vietnam Era Veterans' Readjustment Assistance Act. "Disability" and "medical condition," as used herein, are consistent with the definitions provided in the Americans with Disabilities Act and the Fair Employment and Housing Act.

An employee who alleges a violation of the CSU systemwide policy on non-discrimination, anti-harassment or non-retaliation shall use the Grievance Procedure under Article 10 of this Agreement to have his/her allegation investigated, except the Informal Procedure specified in Article 10 shall be replaced by the Informal Level procedure specified in Executive Order 675, or any superseding executive order, as applicable.

If an investigation was conducted in the Informal Level, the University's response communicating the investigative finding to the grievant shall inform the grievant that he/she may file a formal written grievance under the Formal Procedure of this Article if he/she disagrees with the finding. The grievant shall have 14 calendar days after the filing of the response at the Informal Level to file a formal written grievance under Formal Procedure Step 1.

A grievant may, at any time, file a complaint regarding the same incident giving rise to his/her discrimination/harassment/retaliation grievance with the Equal Employment Opportunity Commission and/or the Department of Fair Employment and Housing.

Whistleblowing

An employee, who wishes to file a disclosure of an improper governmental activity and/or a significant health or safety threat, shall file his/her complaint under the procedure described in Executive Order 821, or in any superseding executive order, if applicable.

An employee, who alleges that he/she suffered retaliation for making a protected disclosure of an improper governmental activity and/or a significant health or safety

threat, shall file his/her complaint under the procedure described in Executive Order 822, or in any superseding executive order, if applicable.

ARTICLE 17

PERSONNEL FILES

- A. "Personnel File" shall be defined as information (including reports, documents, correspondence and other materials in their entirety or redacted portions) in either paper or electronic format pertaining exclusively to a bargaining unit employee's employment in the bargaining unit, including employment at the campus during previous appointments in the bargaining unit. Materials related to bargaining unit employee's coursework, pre-employment materials, campus police records and campus medical records shall not be considered part of the personnel file. Pre-employment materials shall be limited to materials that are part of the recruitment and hiring process with the exception of the application form.
1. A bargaining unit employee shall have the right to access all materials in the bargaining unit employee's personnel file. The personnel file shall be held in confidence. Access to a personnel file shall be limited to persons with official business. The custodian shall log all instances of access to a personnel file.
 2. The University shall designate the location and the custodian of the file with whom bargaining unit employees or their designated representatives may request access to the bargaining unit employees' personnel file(s).
 3. A bargaining unit employee may authorize in writing representatives to review her/his employment file(s). The authorization shall be valid for the period designated in the written authorization or, if no time period is designated, for no more than thirty (30) calendar days.
 4. The University shall endeavor to provide a bargaining unit employee or her/his representative access to or a copy of the bargaining unit employee's employment file(s) as soon as practicable, but no later than fourteen (14) calendar days, following the University's receipt of a written request. One copy of employment file(s) material shall be provided.

5. A bargaining unit employee shall be notified of the placement of any material in his/her personnel file within fourteen (14) calendar days.
6. If a bargaining unit employee disagrees with evaluative material in her/his file(s), s/he has 30 days from the date of notification of the placement of this material to append material to the file(s). This provision shall also apply to an individual who is no longer employed when the evaluative material is placed in his/her file only if notification is possible. The grievance rights related to the content of an employment evaluation of a bargaining unit employee are defined in Article 8, Employment Evaluation.
7. If a personnel file contains factual, non-evaluative information that the bargaining unit employee believes is incorrect the bargaining unit employee may request of the custodian of the file correction of the file(s) within 30 calendar days of notification of the placement of this material. If the custodian of the file denies the request, the bargaining unit employee may append material to the file within fourteen (14) days of the custodian's denial. This provision shall also apply to an individual who is no longer employed when the evaluative material is placed in his/her file only if notification is possible.
8. Personnel actions during the term of an appointment shall be based upon materials in the personnel file. Should the president implement a personnel action that is not based on materials in the personnel file, the reasons for the personnel action shall be reduced to writing and placed in the personnel file within fourteen (14) calendar days of the Personnel Action.
9. Records involving the processing of a grievance, such as grievance/appeals, grievance responses, and settlement documents, shall not be placed in the bargaining unit employee's personnel file(s).

ARTICLE 18

SALARY

Salary schedules for employees shall be found in Appendix X and incorporated in this Agreement by reference. An employee shall be assigned a salary rate within the salary range of the appropriate classification. Teaching Associates and Graduate Assistants

shall be assigned a monthly salary rate. Instructional Student Assistants shall be assigned an hourly salary rate. Appointment of an employee in the same or consecutive academic year(s) to the same classification in the same department or equivalent unit shall require the same or higher salary placement as in his/her previous appointment.

General Salary Increase

A General Salary Increase (GSI) is a negotiated percentage increase applied to the minimum and maximum rate on the salary schedule for all bargaining unit classifications and to the individual salary rates of all employees who are actively employed or in leave status on the effective date of the increase.

Fiscal Year 2005/2006

Effective the October 2005 pay period, the CSU shall:

1. implement a GSI of three and one half percent (3.5%), and
2. increase the minimum hourly salary rates of the Instructional Student Assistant classifications and each eligible Instructional Student Assistant employee to eight dollars (\$8.00) per hour. An eligible Instructional Student Assistant shall receive either the 3.5% GSI or an increase to the new \$8 hourly minimum rate, whichever is greater, but not both increases.

An employee who receives pay for any period of work between July 1, 2005 and December 31, 2005, shall receive a single one-time bonus in the gross amount of \$54.00, to be paid by separate check no later than 20 days following the issuance of their first pay warrant for the aforementioned time period. No eligible employee shall receive more than a single one-time bonus regardless of the extent of their employment with the CSU.

All of the Fiscal Year 2005/2006 increases and bonuses are subject to satisfaction of the following funding conditions:

- The CSU final fiscal year 2005/06 gross General Fund budget (excluding any funding increase for fiscal year 2005/06 retirement contributions) has increased by at least \$224.8 million from the CSU final fiscal year 2004/05 gross General Fund budget, and
- The state legislature has not redirected CSU funding for other purposes.

Fiscal Year 2006/2007

Effective the October 2006 pay period, the CSU shall

1. implement a GSI of three percent (3.0%), and
2. increase the minimum hourly salary rates of the Instructional Student Assistant classifications and each eligible Instructional Student Assistant employee to nine dollars (\$9.00) per hour. An eligible Instructional Student Assistant shall receive either the 3.0% GSI or an increase to the new \$9 hourly minimum rate, whichever is greater, but not both increases.

All of the Fiscal Year 2006/2007 increases are subject to satisfaction of the following funding conditions:

- The funding requirements regarding fiscal year 2005/06 above are satisfied, and
- The CSU final fiscal year 2006/07 gross General Fund budget (excluding any funding increase for fiscal year 2006/07 retirement contributions) has increased by at least \$251.6 million from the CSU final fiscal year 2005/06 gross General Fund budget, and
- The state legislature has not redirected CSU funding for other purposes.

Fiscal Year 2007/2008

Effective the October 2007 pay period, the CSU shall:

1. implement a GSI of four percent (4.0%), and
2. increase the minimum hourly salary rates of the Instructional Student Assistant classifications and each Instructional Student Assistant employee to ten dollars (\$10.00) per hour. An eligible Instructional Student Assistant shall receive either the 4.0% GSI or an increase to the new \$10 hourly minimum rate, whichever is greater, but not both increases.

All of the Fiscal Year 2007/08 increases are subject to satisfaction of the following funding conditions:

- The funding requirements regarding fiscal years 2005/06 and 2006/07 above are satisfied, and
- The CSU final fiscal year 2007/08 gross General Fund budget (excluding any funding increase for fiscal year 2007/08 retirement contributions) has increased by at least \$297.9 million from the CSU final fiscal year 2006/07 gross General Fund budget, and
- The state legislature has not redirected CSU funding for other purposes.

If the required funding level condition in any year is not satisfied, the CSU has the unfettered discretion to decide whether or not to implement the salary increases for that year as if the funding condition had been satisfied. The CSU shall make a good faith effort in this regard. If the CSU exercises its discretion and chooses not to implement the salary increases for that year, then the subject of that year's salary increases, if any, are subject to re-opener bargaining. The decision of the CSU regarding waiver of the budgetary condition in any fiscal year is not grievable or arbitrable.

Direct Deposit

Employees who meet the eligibility criteria established by CSU policies shall be provided the option of direct deposit of their pay.

ARTICLE 19

SEVERABILITY

If the CSU believes that any provision of this Agreement is contrary to law, the CSU shall notify the Union that such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect. The notification shall include the specific reasons why the CSU believes that the provision(s) is contrary to law, including reference to relevant court decisions and/or statutory changes or any other relevant adjudicated rulings by an agency or court of competent jurisdiction.

In the event that the Union disagrees with the CSU's belief that the provision(s) is contrary to law, the Union reserves the right to contest the CSU's determination pursuant to the provisions of Article 10, Grievance Procedure.

In the event that the Union agrees with the CSU's belief that the provision(s) is contrary to law, then the parties shall meet and confer in good faith with respect to any provision

found to be in contravention of the law, as soon as possible, but no later than thirty (30) days of such request unless the parties mutually agree to extend the date.

ARTICLE 20

SICK LEAVE

Accrual of Sick Leave

Following completion of one (1) academic qualifying pay period, for a Teaching Associate in an Academic Year classification, or one (1) qualifying pay period, for a Teaching Associate in a twelve (12) month classification, such Teaching Associates shall accrue sick leave with pay pro-rata according to timebase, based on the following formula: (Timebase) x (8 hours). Thereafter, for each additional academic qualifying pay period or qualifying pay period, credit for sick leave with pay shall be accrued, based on the formula above.

The maximum sick leave that can be accrued in one month is 8 hours, from all positions combined. The maximum sick leave that can be accrued in one year is 8 hours per month for 12 months, for a maximum total of 96 hours per year, from all positions combined. Sick leave may be accumulated without limit, and no additional sick leave with pay beyond that accumulated shall be granted.

Upon request, a Teaching Associate who returns to CSU employment within ten (10) months following the date of separation shall be credited by the campus with his/her sick leave balance at the time of separation from previous CSU employment. If the Teaching Associate is appointed to a classification in which sick leave is not accrued, this provision shall not apply.

Bargaining unit employees other than Teaching Associates do not accrue sick leave.

Absences Chargeable to Sick Leave

The use of sick leave may be authorized by the appropriate administrator only when an employee is absent because of:

- a. illness, injury, or disability related to pregnancy;
- b. exposure to contagious disease;

- c. dental, eye, or other physical or medical examinations or treatments by a licensed practitioner; and
- d. illness or injury in the immediate family. Sick leave for family care is primarily for emergency situations. Up to five (5) days of accrued sick leave credit may be used for family care during any one (1) calendar year.

The term "immediate family" as used in this Agreement shall refer to the employee's spouse or domestic partner, parent, child, stepparent, stepchild, or close relative or person residing in the immediate household of the employee (except domestic employee or roomer). Also included in this definition shall be any minor children or incapacitated individuals for whom the employee has primary responsibility or legal guardianship or conservatorship.

Procedure for Requesting Sick Leave

A Teaching Associate shall be responsible for immediately reporting an absence to the appropriate administrator in compliance with department and campus policies.

The employee shall be responsible for completing and signing the campus absence form and returning the absence form to the appropriate administrator upon reporting to work.

Under no circumstances may a Teaching Associate be granted sick leave for days when the Teaching Associate would not normally be paid or during an officially scheduled campus closure, unless the employee is officially scheduled to work during such a closure.

An employee may be required to provide a physician's statement or other appropriate verification for absences after three (3) consecutive days charged to sick leave.

Charging Sick Leave

A Teaching Associate shall be charged sick leave pro-rata according to timebase, as provided in the formula in provision xx.xx, for each day he/she was not available to work due to an absence chargeable to sick leave. Sick leave shall be charged for each day, exclusive of days on which the campus is closed, from the onset of such an absence until the employee resumes attendance at the campus or until the employee notifies the appropriate administrator he/she is available to resume work. A Teaching Associate shall not be considered to work more than five (5) days in a seven (7) day period for the purpose of charging sick leave.

ARTICLE 21

TRAINING

All required training and orientation shall be considered part of the workload for the term, with the exception of pedagogy courses required as a condition of employment for Teaching Associates and other training for bargaining unit employees required as a condition of employment.

ARTICLE 22

UNION ACCESS AND RIGHTS

Access Via Campus Communications

Union employee representatives may use their university e-mail account and campus mail for official Union communications in accordance with applicable reasonable university policy and this Article. The Union representative shall package and label materials for convenient handling according to the normal specifications of the campus which shall be communicated upon the request of the representative. Email communications must conform to campus email policies with regards to size and format of the communication sent. The name of the Union shall appear on all materials sent through the campus mail or email service. Employee mailboxes, if any, may be utilized by the Union for purposes of union communications to employees.

Union Access and Activities on Campus

1. The Union shall conduct Union business involving employees on campus during individual employee's non-work-time on campus, except as provided for elsewhere in this Agreement. Union business shall not interfere with campus programs, operations, or the work of employees or other campus personnel.
2. As a courtesy, an administrator designated by the campus may be notified in advance via telephone or in writing by a Union representative who is not an employee when such individual visits the campus.

Use of CSU Property/Services

Based upon availability, the CSU shall provide the Union with one office space per campus with phone lines and high-speed internet access on each campus where

employees work. The available office space may be shared with other campus unions. Charges for office space, phone lines and high-speed internet shall be borne by the Union.

The Union shall have access to existing bulletin boards for the posting of Union material subject to reasonable campus rules.

The University shall provide the Union access to meeting rooms, services and equipment on all campuses at a reasonable cost, if any, based on availability and in accordance with reasonable campus rules. Use of other University property or services shall not interfere with University operations.

Union Release Time

Upon the advance written request of the Union the University shall provide reimbursable compensation on a 12-month per year basis including pay and all benefits for 4 FTE appointments for Union leaders. Appointments may be divided as the Union sees fit. Union leaders shall be compensated so that they incur no loss nor achieve any gain over their most recent or demonstrable potential appointment in a bargaining unit position in the employee's career in the bargaining unit. The Union shall reimburse the CSU for all Union release time, including pay and all benefits, on a monthly basis. For the purposes of planning and scheduling, each campus must be notified of the name of the designated employee Union representative prior to the beginning of the term.

Employee List

Except as otherwise provided by the parties, the CSU, through the Office of the Chancellor, shall provide the following information to the Union by the end of the first week of every month in a computer-readable format in two files containing information on every employee in the unit:

Employment History Report:

- Name
- Unique identifier for each employee (formula is confidential)
- Home Address
- Class code
- Class title
- CB ID
- Range code
- Rate of pay (monthly or hourly, depending on class, reflects FTE)

- Campus
- FTE decimal (will be zero for ISA classes because they are hourly)
- Reporting unit code
- Reporting unit description
- PIMS department code
- PIMS department name
- Status (active or unpaid leave)
- Length of appointment
- Appointment expiration date

Payroll Report:

- Name
- Unique identifier for each employee (formula is confidential)
- Class code
- Campus
- Reporting unit code
- Reporting unit description
- Gross monthly pay
- Monthly employer contribution for each benefit plan (includes health, flexcash, dental, vision, life, retirement, social security, Medicare)
- Hours paid
- Dues and Union deductions of any kind, or Agency fees
- Pay period (month and year)

As a condition of providing and having confirmed receipt of the aforementioned information on a monthly basis the CSU and the Union agree that the CSU is under no obligation to provide the identical employee information for the identical period of time more than one time during the life of this Agreement.

University Representatives

The CSU shall designate the University representatives responsible for responding to Union information requests under HEERA and this Agreement. The Union shall only submit information requests to these designated CSU representatives or their designees.

Reimbursement of Costs

The Union shall promptly reimburse the University for the reasonable cost of providing information, except for the information identified above, requested pursuant to HEERA, the Public Records Act, or this Agreement.

Publication of the Agreement

Upon ratification and approval by the parties, the University shall publish the agreement on its website.

Union Orientation

The Union shall be provided 20 minutes to present Union information at campus-wide, college-wide and tutoring center orientations of employees. CSU Departments may provide up to 20 minutes to the Union to present Union information at department orientations of employees.

The Union is solely responsible for the content and conduct of the Union presentation. No supervisor, manager or University official shall be present at the Union presentation. The University shall notify the Union in writing of all Campus-wide, college-wide and tutoring center orientations along with contact information at least 10 days prior to the commencement of each orientation.

Union Membership Election Form

1. A Union-drafted union membership election form shall be provided to all new employees at the same time as the employee is provided the new employee payroll information (e.g. W-4 and I-9 forms).
2. Each campus may make arrangements with the UAW regarding the method of collecting forms.
3. The University will not discourage employees from completing the form or becoming members of the Union.

ARTICLE 23

UNION SECURITY

It is the intent of this Article to provide that payroll deductions for Union members and non-members be deducted from their pay warrants insofar as permitted by Government Code Section 1153 and as mandated by HEERA. The State Controller's Office (SCO) will assess the normal service fee for each deduction processed.

Union Dues, Assessments, Initiation Fees

The CSU/SCO agrees to deduct and transmit to the Union all authorized deductions (dues, assessments, initiation fees) from Union members within Bargaining Unit 11 who have signed and approved authorization cards for such deduction on file with the Union.

As provided in HEERA, employees shall be free to join or not join the Union.

Fair Share Fees

The CSU/SCO agrees to deduct and transmit to the Union fair share fee deductions for all non-Union members within Bargaining Unit 11.

The Union membership ratification of this agreement shall constitute notice to the University and the SCO that the Union has implemented the provisions of Section 3583.5 (a)(1) of the Government Code providing for fair share service fee collection. The amount of authorized Union deductions and fair share fees deductions shall be communicated in writing to the SCO in accordance with SCO procedures. Changes in the amounts of authorized Union deductions and fair share fees deductions shall be made upon written request by the Union to the SCO in accordance with SCO procedures.

It is recognized by the parties that the CSU/SCO does not currently have the ability to compute dues and fair share fees in the standard method of the Union (a percentage of gross pay). Thus, the obligation to make deductions herein shall be implemented, instead, by deduction in specific dollar amounts specified by the Union. Effective upon ratification of this agreement by both parties, the amounts of Union dues shall be:

TA \$8.28/month
GA \$6.25/month
ISA \$3.29/month

The foregoing Union dues amounts and the Fair Share Fee amounts are subject to modification on written notice from the Union to reflect wage increases in the collective bargaining agreement and/or changes in the requirements of the UAW constitution or Local Union Bylaws. When the CSU/SCO becomes capable of computing and deducting dues and fair share fees using a fixed percentage of gross pay, the Union shall be notified and the CSU/SCO shall deduct dues and fair share fees on that basis.

Monies withheld will be reported and remitted on a semi-monthly basis to the Union by the SCO in accordance with SCO procedures.

The Union agrees to indemnify, defend, and hold the CSU/SCO harmless against any claim, of any nature, and against any suit instituted against the CSU/SCO, arising from its payroll deductions of Union authorized deductions and fair share fee deductions.

VCAP Check-Off

For employees who voluntarily choose to authorize deductions from their payroll warrants to fund political activity via the Union's VCAP deduction, that amount will be added to the dues or fair share amount as processed by the SCO.

The provisions of HEERA shall govern the deduction of authorized Union deductions and Fair Share Fees following the expiration of this Agreement.

The University and the Union will develop additional mutually agreeable administrative procedures if necessary to be consistent with SCO procedures.

ARTICLE 24

VACATION

The provisions of this Article apply only to Teaching Associates in twelve (12) month classifications.

The provisions of this Article do not apply to other bargaining unit employees.

Teaching Associates in twelve (12) month classifications shall be entitled to accrue vacation with pay pro-rata according to timebase, based on the following formula: (Timebase) x (16 hours) for each qualifying month of service.

For purposes of computing vacation credit, a Teaching Associate in a twelve (12) month classification who works eleven (11) or more days in a monthly pay period is considered to have completed a month of qualifying service. When an absence without pay of more than eleven (11) consecutive working days falls into two (2) consecutive qualifying pay periods, one (1) of the pay periods is disqualified.

An authorized leave of absence without pay shall not be considered service for the purposes of vacation accrual.

The maximum vacation that can be accrued in one month is 16 hours from all positions combined.

Vacation credits are cumulative to a maximum of eighty (80) hours.

Requests for scheduling vacation shall be submitted in writing to the appropriate administrator at least thirty (30) days in advance. Vacations shall be scheduled by mutual agreement of the employee and appropriate administrator. When authorized to do so by the appropriate administrator, a Teaching Associate may take vacation without submitting such a request.

Upon separation from service or transfer to a classification that is not eligible for vacation, any unused or accumulated vacation shall be paid.

ARTICLE 25

WORKLOAD

Most Graduate Assistants and all Instructional Student Assistants are non-exempt employees who typically work no more than 20 hours in a week. Graduate Assistants whose work involves research related to their course of study are considered "exempt." ALL TEACHING ASSOCIATES ARE EXEMPT EMPLOYEES.

The University shall pay all non-exempt Graduate Assistants and Instructional Student Assistants for all hours assigned by their supervisor and worked, including time spent in work-related meetings.

When an ISA is assigned and scheduled by their supervisor to tutor a student, the ISA shall be paid for showing up at the scheduled tutoring session if the student fails to show and the ISA was not notified before the start of the scheduled session. In such case, the supervisor may assign other duties to the ISA. The ISA shall be paid for the time period of the scheduled tutoring session.

The University shall provide paid breaks to non-exempt Graduate Assistants and Instructional Student Assistants. Non-exempt Graduate Assistants and Instructional Student Assistants shall be allowed fifteen (15) minutes paid breaks for each four (4) hours worked. The appropriate administrator in accordance with the operational needs of the department shall determine paid breaks schedules.

Teaching Associates and exempt Graduate Assistants are to be assigned reasonable workloads, which are the number of hours the University could reasonably expect a Teaching Associate or exempt Graduate Assistant to take to satisfactorily complete the work assigned. Reasonable workloads are measured by the consideration of several factors including the following non-ordered factors:

- a) A Teaching Associate or exempt Graduate Assistant with a 50% time-base appointment shall normally be assigned a workload of no more than 320 hours per semester (220 hours per quarter.) This shall apply proportionately to other percent time-base appointments.
- b) A Teaching Associate or exempt Graduate Assistant with an appointment of 50% time-base or less shall normally be assigned a workload of no more than 40 hours in any one week. The number of hours worked in excess of twenty (20) hours per week may not normally total more than 73 hours per semester (50 hours per quarter).
- c) nature and quantity of work assignments (such as, grading responsibilities),
- d) number of students,
- e) type of instruction,
- f) the level of support provided the program,
- g) enrollment demand, and
- h) the University's use of weighted teaching units.

Teaching Associates and exempt Graduate Assistants should initiate discussions with their supervisor as soon as they anticipate any workload related issues that would result in a violation of this Article which, for the purposes of this article, will be considered the informal step 1 of the grievance procedure.

The provisions of this Workload Article are subject to the grievance/arbitration procedure as modified by the following Expedited Process.

Expedited Process

The following expedited grievance/arbitration process shall apply in all cases of alleged violations of this workload article:

In the event a grievance alleging a violation of this article is not settled at the informal Step 1, the Union may file a grievance at Formal Step 2. *For the purpose of this expedited process*, the Union may submit solely the issue of whether a violation of this Article occurred directly to arbitration. In considering whether this Article has been violated, the Arbitrator shall not be precluded from reviewing the contract as a whole. Such expedited arbitration hearings shall be held on a mutually-agreeable date within 21 days of the date of the arbitration submission. Any party, its witnesses or the Arbitrator may elect to participate in such arbitration hearings via conference telephone call. Such arbitrations concerning this section shall be conducted without court reporter's transcripts or post hearing briefs. The arbitrator shall provide a bench decision which becomes effective immediately and provide a written opinion and award.

ARTICLE 26

DURATION

Except as otherwise provided in this Agreement, this Agreement shall be effective upon its ratification by both parties. This Agreement shall remain in full force and effect up to and including September 30, 2008.

Except as specifically provided in this Agreement, neither party shall have any duty to meet and confer for the purpose of modifying terms and conditions of the Agreement.

Written notice shall be given by either party seeking to commence negotiations on a successor contract no earlier than February 1, 2008, and no later than March 1, 2008.

The parties shall exchange initial proposals no later than March 15, 2008.

As provided for in HEERA, any term(s) of this Agreement that carries an economic cost shall not be implemented until the amount required therefore is appropriated and made available to the CSU for expenditure for such purposes. If less than the amount is needed to implement this Agreement is appropriated and made available to the CSU for expenditure, the term(s) of this Agreement deemed by the CSU to carry economic cost shall automatically be subject to the meet and confer process.