CSU & UAW Tentative Agreement  
09/30/2018

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No other changes to any other MOU, Appendix, or the like.
ARTICLE 3

BENEFITS

Health Benefits

3.1 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.

3.2 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.-

3.3 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 (26). 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 prior to and over age twenty-six (26) 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 six (26), 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.

3.4 All Teaching Associate employees who contribute toward health benefits pursuant to provision 3.2 shall be entitled to participate in the CSU Health Premium Conversion
UAW→CSU
9-29-2018

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

3.5 CSU dental benefits shall be offered to eligible Teaching Associate employees and eligible family members as defined in 3.1 and 3.3 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 1 Indemnity Dental Plan.

Vision Care

3.6 Eligible Teaching Associate employees and eligible family members as defined in this 3.1 and 3.3 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

3.7 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

3.8 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

3.9 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.

3.10 All eligible 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

3.11 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.

Graduate Assistants and Instructional Student Assistants are eligible for enrollment in the PST Program administered by CalHR. Not eligible for membership in CalPERS.

Healthcare Vesting for New Employees

3.XX Teaching Associates hired on or after July 1, 2019 and become members of CalPERS on or after July 1, 2019 shall receive the full portion of the CSU contribution payable for health benefits upon retirement at age 52 with at least 10 years of service credit. In addition, Teaching Associates meeting these requirements shall be eligible for the full portion of the CSU contribution payable for basic dental plan. To the extent that a change in legislation is
required to implement this provision, the UAW agrees to support the legislative changes necessary to give effect to this agreement.

Part-time, Seasonal and Temporary Employees Retirement Plan

3.XX All bargaining unit members are exempt from Social Security and Medicare taxes, provided the student meets the student FICA exemption addressed in Federal law.

Employees who work during the academic breaks who do not qualify for the student FICA exemption are enrolled in the California Department of Human Resources’ Part-time, Seasonal, Temporary (PST) retirement plan in lieu of Social Security. The total cost of this CalHR plan shall be paid by participating student employees in the form of a seven and one-half percent (7.5%) pre-tax reduction from a participating student employee’s covered wages each pay period. There shall be no cost to the CSU.

Travel Reimbursement

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

Parking

3.13 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 is available to students. Every employee shall pay the parking fee in accordance with CSU campus policy for students. The CSU shall provide payroll deductions for this purpose in accordance with CSU campus policy.

3.14 Eligible bargaining unit employees shall be entitled to participate in the CSU Pre-tax Parking Fee Deduction Plan under the same terms and conditions as eligible non-student employees.

Life Insurance

3.15 The CSU shall provide Teaching Associate employees as defined in 3.1 with a life insurance program at no cost to the employee. This plan shall provide basic life
insurance coverage during the term of employment in the amount of fifty thousand dollars ($50,000).

**Industrial Disability Leave**

3.16 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**

3.17 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**

3.18 Teaching Associate All bargaining unit employees shall be eligible to participate in 403(b) plans in accordance with regulations and procedures as established by the CSU.
ARTICLE 10

GRIEVANCE PROCEDURE

10.1 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

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

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

a. an individual employee who alleges that he/she has been directly wronged by a violation of a specific term of this Agreement; or

b. a group of employees that alleges that it has been directly wronged by a violation of a specific term of this Agreement; or

c. 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.

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

10.5 File – delivery to the designated representative at the address designated by such representative via U.S. Mail, personal service, facsimile, or, by email. The union and the CSU shall endeavor to use email whenever practicable.
**Time Limits**

10.6 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.

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

10.8 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.

10.9 Written appeals of a grievance response shall be filed within 14 calendar days of the filing of a grievance response. The parties agree that grievances, responses and appeals are considered filed on the date that they are received by a party via fax, email, hand deliver, or U.S. Mail.

**Informal Procedure**

10.10 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).

10.11 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.

10.12 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**

10.13 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**

10.14 All filings of written grievances at each Formal Step shall be on the form contained in Appendix B. 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:

a. The specific term(s) of the Agreement alleged to have been violated;

b. A detailed description of the grounds of the grievance including names, dates, places, and times;

c. A proposed remedy;

d. The grievant’s name(s), classification(s), campus, department(s), mailing address(es), and original signature of at least one grievant;
e. The name and telephone number of the representative, if any;

f. The name and address of the Union, if the representative is acting as an agent of the Union;

g. 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

h. Date of submission of the grievance.

**Formal Procedure Step 2 – Office of the Chancellor**

10.15 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.

10.16 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**

10.17 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.

10.18 The following arbitrator panels shall serve in rotation order unless agreed otherwise:

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<th>Southern California Cases</th>
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<tbody>
<tr>
<td>Anne Ellis</td>
<td>Paul Crost</td>
</tr>
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</table>
Katherine Thomson
Carl Vendrillo

Panels to be agreed by parties

10.19 Unless the specific language of the Agreement is in conflict, the arbitration procedure shall be conducted in accordance with the rules Labor Arbitration Rules of the American Arbitration Association (AAA).

10.20 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.

10.21 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.

10.22 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.

10.23 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.
10.24 The arbitrator shall have no authority to add to, subtract from, modify, or amend the provisions of this Agreement.

10.25 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.

10.26 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.

10.27 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.

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

10.29 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.

10.30 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

10.31 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.
10.32 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.

10.33 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.

10.34 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.

10.35 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.

10.36 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.

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

10.38 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.

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

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

10.41 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

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

a. 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.

b. 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.

10.43 Representatives and potential grievants shall contact the appropriate administrator in writing, if release time is required requested 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 14
LEAVES OF ABSENCE

Family Care and Medical Leave

14.1 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.

14.2 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

14.3 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 their home. A bargaining unit employee shall give notice of the need for bereavement leave as soon as possible. The employee may be required to provide written substantiation for the request, including the name and relationship of the deceased immediate family member, upon the employee's return to work. 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.

14.4 A bereavement leave may be supplemented with available sick leave.

14.5 “Immediate Family” as used in this Article shall mean:
a. the employee's spouse or registered domestic partner;

b. the employee's spouse's or registered domestic partner's father, mother, sister, brother, grandparent, great-grandparent, child (including foster, adopted and step child), grandchild;

c. the employee’s son-in-law, daughter-in-law

d. a person who is living in the immediate household of the employee, except domestic employees, roomers, boarders, and/or roommates.

Military Leave

14.6 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

14.7 An employee who serves on jury duty shall receive their base salary and is permitted to keep any mileage payments made by the court. Employees are not entitled to juror pay for jury duty.

An employee who serves on jury duty shall receive his/her their regular 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. If the employee elects to retain the jury-duty fees, their time off for jury duty is not compensable. The employee may elect to use vacation credit or CTO to cover the time off.

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

14.9 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

14.10 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

14.11 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.

14.12 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.

14.13 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

14.14 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 within a twelve (12)-month period. 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 16

NON-DISCRIMINATION

16.1 The CSU prohibits discrimination, including harassment, because of any protected status: i.e., age, disability (physical or mental), gender (or sex), gender identity (including transgender), gender expression, genetic information, marital status, medical condition, nationality, race or ethnicity (including color or ancestry), religion (or religious creed), sexual orientation, sex stereotype, and veteran or military status.

All terms used herein are consistent with the definitions provided in Executive Order 1096 (Revised) or any successor Executive Order.

16.2 An employee who alleges a violation of the CSU systemwide policy discrimination, harassment or retaliation (for exercising rights; reporting; or opposing protected conduct; assisting; or participating in an investigation or proceeding; or assisting someone in reporting or opposing a violation involving discrimination or harassment) shall file his/her their complaint under the procedure described in Executive Order 1096 (Revised), or in any superseding executive order, if applicable.

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

Whistleblowing

16.4 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 their complaint under the procedure described in Executive Order 929, or in any superseding executive order, if applicable.

16.5 An employee who alleges that he/she they suffered retaliation for making a protected disclosure of an improper governmental activity and/or a significant health or safety threat, shall file his/her their complaint under the procedure described in Executive Order 1058, or in any superseding executive order, if applicable.
ARTICLE 18

SALARY

18.1 Salary schedules for employees shall be found in Appendix C 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

18.2 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.

18.3 For fiscal year 2016/17 2018/19, the salary of each Teaching Associate and Graduate Assistant employee shall be increased by 3% effective July 1, 2016 2018. The minimum and maximum salary rates for Teaching Associate classifications and the Graduate Assistant classifications shall be increased by 3% effective July 1, 2016 2018. For fiscal year 2016/2017, the salary rate of each Instructional Student Assistant shall be increased by $0.25 (twenty-five cents) effective July 1, 2016. The minimum and maximum hourly rates for Instructional Student Assistants shall be increased by $0.50 (fifty cents) per hour effective July 1, 2016.

18.XX For fiscal year 2017/18 2019/20, the salary of each Teaching Associate and Graduate Assistant employee shall be increased by 2.0% 3% effective July 1, 2017 2019. The minimum and maximum salary rates for Teaching Associate and Graduate Assistant classifications shall be increased by 3% effective July 1, 2017 2019. For fiscal year 2017/2018, the salary rate of each Instructional Student Assistant shall be increased by $0.25 (twenty-five cents) effective July 1, 2017. The minimum and maximum hourly rates for Instructional Student Assistants shall be increased by $0.50 per hour effective July 1, 2017.
18.XX  For fiscal year 2018/19, the salary of each Graduate Assistant employee shall be increased by 3% effective July 1, 2018. The minimum and maximum salary rates for Graduate Assistant employees in classification 2355 shall be increased by 3% effective July 1, 2018. The minimum and salary rate for Graduate Assistant employees in Classifications 2325 and 2326 shall be increased by 7.39% effective July 1, 2018, and the maximum salary rate shall be increased by 3%.

18.XX  For fiscal year 2019/20, the salary of each Graduate Assistant employee shall be increased by 3% effective July 1, 2019. The minimum and maximum salary rates for Graduate Assistant employees in classification 2355 shall be increased by 3% effective July 1, 2019. The minimum salary rate for Graduate Assistant employees in classifications 2325 and 2326 shall be increased by 3.72% effective July 1, 2019, and the maximum salary rate shall be increased by 3%.

18.XX  For fiscal year 2016/2017 2018/19, the salary rate of each Instructional Student Assistant shall be increased by $0.25 (twenty-five cents) effective July 1, 2016 2018. The minimum and maximum hourly rates for Instructional Student Assistants shall be increased by $0.50 (fifty cents) per hour effective July 1, 2016 2018.

18.XX  For fiscal year 2017/2018 2019/20, the salary rate of each Instructional Student Assistant shall be increased by $0.25 (twenty-five cents) effective July 1, 2017 2019. The minimum and maximum hourly rates for Instructional Student Assistants shall be increased by $0.50 (fifty cents) per hour effective July 1, 2017 2019.

18.5  The General Salary Increases provided in fiscal year 2017/18 shall be reconsidered if the CSU does not receive an amount in the Budget Act for that year at an amount consistent with the Governor's Multi-Year Plan. For 2017/18 that amount shall be an increase in state funding of $131.2 million. These amounts do not include adjustments to CSU appropriations related to payments to CalPERS debt service on bonds, and adjustments related to the middle-class scholarship program. If less than this amount is appropriated in any year and the CSU determines that the appropriated level of funding requires a reduction in the contractual GSI percentages, the issue shall be subject to the meet-and-confer process.
Direct Deposit

18.6 Employees who meet the eligibility criteria established by CSU policies shall be provided the option of direct deposit of their pay.
ARTICLE 22

TRAINING

22.1 All required training and orientation undertaken during the term of the appointment shall be considered part of the workload for the term. Exceptions will include to this provision shall be limited to required training per University Executive Orders or mandatory coursework (i.e., courses required of all students in a particular program, which does not include elective courses) for: a) accreditation requirements; or b) approved curricular requirements; and c) required training per University Executive Orders.

22.X Academic Student Employees will not be required to pay additional tuition or fees as a result of enrolling in or repeating courses (including pedagogy courses) specifically related to training for their position outside of the exceptions listed above.

22.2 For any orientation, training, or meeting required as a condition of employment, that is scheduled outside of the dates of the appointment term, Academic Student Employees shall receive either

a. a separate appointment for the dates of the required orientation, training, or meetings; or

b. an extension of the appointment to cover the dates of the required orientation, training, or meetings.
ARTICLE 24

UNION SECURITY

24.1 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

24.2 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.

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

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

Fair-Share Fees

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

24.5 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 fee 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 fee deductions shall be made upon written request by the Union to the SCO in accordance with SCO procedures.
24.6 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 $9.17/month
- GA $6.93/month
- ISA $3.65/month

24.7 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.

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

Remedial Deductions

24.9 Should the CSU/SCO fail to deduct either fair share fees or Union dues from a Unit 11 employee, the CSU/SCO shall make a remedial deduction from such employees' earnings during the subsequent monthly payroll cycle. These monies will be remitted to the UAW per 24.8.

24.10 In the event that any remedial deduction is not made and transmitted in accordance with 24.9, the parties shall meet to discuss how the error occurred and what the appropriate remedy should be.
24.11 The CSU will not be financially responsible for payment of remedial dues, or initiation fees or fair-share fees whenever good faith steps have been taken to make and transmit remedial deductions pursuant to 24.9 and 24.10. This provision expires upon implementation of the SCO’s new payroll system (currently referred to as the 21st Century Project or the MyCalPAYS system).

24.12 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 the Union authorized deductions and fair-share fee deductions.

**VCAP Check-Off**

24.13 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.

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

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

24.16 A CSU/UAW working group shall meet on a quarterly basis to discuss issues relating to deduction and transmission of dues, assessments, and initiation fees and/or any other issues arising under the terms of this Article. CSU shall be represented in these meetings by the Associate Vice Chancellor (Labor Relations) and other CSU representatives as assigned.
ARTICLE 26

WORKLOAD

26.1 Teaching Associates are non-exempt employees who may be appointed up to the equivalent of full-time (40 hours per week) 1.0 Full Time Equivalent over the period of the appointment. Graduate Assistants and are non-exempt employees and CSU policy limits their appointment to no more than 0.5 Full Time Equivalent. Instructional Student Assistants are non-exempt employees and CSU policy limits their work assignment to no more than 20 hours in a week during periods of instruction.

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

Pursuant to Article 2.8 the written notice of appointment will include the appointment time-base percentage (or range of hours for ISA’s) and the number of hours that will be spent in conjunction with the assignment per week. Changes to the appointment time-base percentage (or range of hours for ISA’s) and the number of hours that will be spent in conjunction with the course assignment per week must be authorized in writing by the appropriate administrator.

26.3 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.

26.4 The University shall provide Teaching Associates, Graduate Assistants and Instructional Student Assistants a fifteen (15) minute paid break for each four (4) hours worked. The appropriate administrator in accordance with the operational needs of the department shall determine paid break schedules.

26.X No later than 14 days after the start of an appointment, Supervisors shall discuss the scope and pattern of duties with each Unit 11 member represented employee prior to the performance of actual duties (see Appendix E). Potential workload fluctuations of a substantial nature that could normally occur within an appointment shall also be discussed in advance with the Unit 11 employee.
26.5 All Unit 11 members shall initiate discussions with their supervisor as soon as they anticipate that there may be a problem with performing the Unit 11 member’s assigned duties within the numbers of hours of their appointment in any given week(s). If a Unit 11 member reaches the point where they have worked the maximum number of hours of their appointment in any week, the employee shall stop working and immediately contact their supervisor. No further work that week should be undertaken without the written authorization of their supervisor.

The supervisor will inform the Unit 11 represented employee of the proper campus procedure to report the absences as necessary and time worked as necessary.

**Hours of Work**

26.6 The full-time workweek is a workweek of forty (40) hours within seven (7) consecutive twenty-four (24) hour days. Less than full-time employees shall be assigned hours pro rata and days of work as determined by the President. The workweek shall begin at 12:01 a.m. on Sunday and end at 12:00 midnight the following Saturday.

26.X The University and the Union recognize that the workload for TAs and GAs may reasonably fluctuate based on the weekly demands of their work assignment. Accordingly, TA and GA weekly workload may vary during a pay period so long as their average weekly workload does not exceed their timebase during the pay period.

**Overtime**

26.7 Overtime is defined as authorized time worked in excess of forty (40) hours in a workweek of seven (7) consecutive twenty-four (24) hour periods.

26.8 Overtime shall be authorized and assigned in advance by the appropriate administrator.

26.9 Overtime shall be compensated at one and a half times the employee’s regular rate of pay.

26.10 Paid holiday, paid sick leave, and paid vacation time shall be counted as time worked for purposes of the Article.
26.11 All overtime hours worked shall be compensated by cash.

26.12 The only official methods for the computation and accumulation of overtime in this bargaining unit are those provided in this Article.
ARTICLE 27

DURATION

27.1 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, 2018.

27.2 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.

27.3 Written notice shall be given by either party seeking to commence negotiations on a successor contract no earlier than February 1, 2018, and no later than March 1, 2018.

27.4 The parties shall exchange initial proposals no later than March 15, 2018 fourteen days before the March 2020 CSU Board of Trustees Meeting.

27.5 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.
Memorandum of Understanding

The California State University is committed to being an inclusive and intercultural institution of higher education that is enhanced by our global community.

The CSU and UAW agree to meet each spring, summer, and fall to discuss immigration issues and other areas of concern pertaining to international Academic Student Employees during the life of the 2018-2020 Collective Bargaining Agreement. The parties will agree upon the date, time, and location of the meeting.

Where the parties agree that additional meetings are necessary, the parties shall set a mutually agreed upon time, date, and location of the meeting.

For the UAW:

\[Signature\]
Sandip Roy
President
UAW Local 4123

Date: 07/30/2018.

James Banks
UAW International Representative
UAW Local 4123

Date:

For the CSU:

\[Signature\]
Thomas Le
Systemwide Labor Relations Manager

Date: 9/30/18

Carl Fisher
Senior Director, Academic Personnel

Date: 9/30/18

Joseph J. Salinic III
Senior Manager of Systemwide Labor Relations/Collective Bargaining Specialist

Date: 1/30/18
Side Letter

Within 30 days after ratification, and upon request of UAW, the parties agree to reopen Article 24 (Union Security) for the limited purpose of bargaining regarding additional voluntary paycheck deductions.

For the UAW:

Sandip Roy
President
UAW Local 4123

Date: 09/30/2018

James Banks
UAW International Representative
UAW Local 4123

Date:

For the CSU:

Thomas Le
Systemwide Labor Relations Manager

Date: 7/30/18

Carl Fisher
Senior Director, Academic Personnel

Date: 9-30-18

Joseph J. Jelincic III
Senior Manager of Systemwide Labor Relations/Collective Bargaining Specialist

Date: 9/30/18

Brian Huang
Guide
UAW Local 4123

Date: 9/30/18