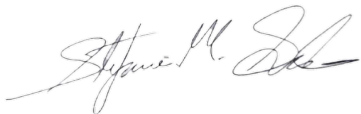


| Article    | Subject                                       | Proposal         |
|------------|-----------------------------------------------|------------------|
| Article 1  | Recognition                                   | CCL              |
| Article 2  | Appointments, Posting and Notification        | CSU #2 09/28/23  |
| Article 3  | Benefits                                      | CCL              |
| Article 4  | Classifications                               | CCL              |
| Article 5  | Concerted Activities                          | CCL              |
| Article 6  | Discipline                                    | CCL              |
| Article 7  | Effects of Agreement                          | CCL              |
| Article 8  | Employment Evaluation                         | CCL              |
| Article 9  | Fee Waiver                                    | CCL              |
| Article 10 | Grievance Procedure                           | TA 9/1/23        |
| Article 11 | Health and Safety                             | CCL              |
| Article 12 | Holidays                                      | CCL**            |
| Article 13 | Instructional Materials, Services and Support | CCL              |
| Article 14 | Leaves of Absence                             | CSU #1 8/28/23   |
| Article 15 | Management and Academic Rights                | CCL              |
| Article 16 | Non-Discrimination                            | CSU #1 – 7/10/23 |
| Article 17 | Personnel Files                               | CCL              |
| Article 18 | Salary                                        | CSU #5 09/30/23  |
| Article 19 | Severability                                  | CCL              |



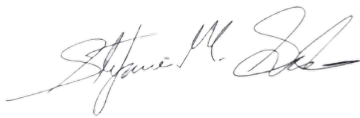
CSU/UAW 4123 - Global Package  
Tentative Agreement – Subject to Ratification by both Parties  
9/30/2023

|            |                                                                 |                                  |
|------------|-----------------------------------------------------------------|----------------------------------|
| Article 20 | Sick Leave                                                      | CSU #1 09/28/2023                |
| Article 21 | Summer Employment for Tas                                       | CCL                              |
| Article 22 | Training                                                        | CCL                              |
| Article 23 | Union Access and Rights                                         | CSU #2 09/28/2023                |
| Article 24 | Union Security                                                  | CSU #1 7/10/23                   |
| Article 25 | Vacation                                                        | CCL                              |
| Article 26 | Workload                                                        | CCL                              |
| Article 27 | Duration                                                        | UAW proposal from 9/8/23 package |
| Appendix Z | Side Letter - Selection of a new Panel of Arbitrators TA 9/1/23 |                                  |
| MOU        | Parking & Transit, Priority Registration meetings               | CSU #3 09/30/23                  |
| MOU        | Other Conduct of Concern                                        | CSU #1 09/28/23                  |
| MOU        | Gender Neutral Agreement                                        | TA 7/21/23                       |

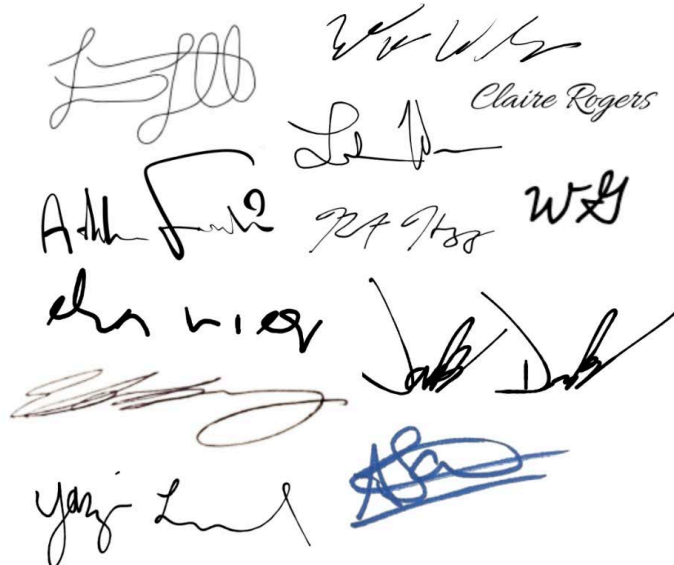
Include all current Appendices, Side Letters and MOUs.

CCL: Current Contract Language

\*\* Maintaining status quo on Article 12 (Holidays) includes the recognition of the Juneteenth holiday, as contained in the MOU between the parties signed January 23, 2023.



Tentative Agreement. Date: 9/30/2023. For UAW:



Handwritten signatures of UAW representatives, including Claire Rogers, and other individuals.



## ARTICLE 2

### **APPOINTMENTS, POSTING AND NOTIFICATION**

#### Posting of Appointment Opportunities

- 2.1 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.
- 2.2 By April 1<sup>st</sup> 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. The University shall notify the Union of the link to the summary of bargaining unit positions.
- 2.3 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.

- 2.4 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.
- 2.5 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

- 2.6 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 range of hours over a term(s). Substitute Teaching Associate assignments shall be made for a range of hours, and shall be compensated at the employee's existing hourly rate. Substitute Teaching Associate appointments shall be made from qualified Unit 11 employees who have notified the Department Chair that they are available for appointment as a Substitute Teaching Associate during the period of their primary appointment.
- 2.7 As soon as a hiring decision has been made, and prior to the scheduled start of the appointment, the University shall provide written notice of the appointment or reappointment in paper or electronic format to the affected individual. When possible, the University will endeavor to provide fourteen days' advance notice of the individual's appointment, but the parties recognize that this provision should not delay the start of an appointment.
- 2.8 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, health and other applicable benefits and deductions, and tuition and fee waiver or exemption information, 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**, the collective bargaining agreement's website address, **a website address with UAW 4123 contact**

**information** and a systemwide website that provides information regarding the requirement and nature of the California Loyalty Oath.

[Note: This website shall include FAQs and a statement that swearing to uphold the California Constitution does not require the employee to engage in violence.]

**In addition, the notice will include the following statement which may be prefaced with the statement “UAW Local 4123 welcomes you with this message” or another mutually agreed upon statement:**

*Your position at CSU is covered by a union that represents approximately 10,000 Academic Student Workers across all 23 CSU campuses, UAW Local 4123. Through a democratic union, Academic Student Workers negotiate with CSU for improvements to wages, benefits, protections, and other terms and conditions of employment. To join your fellow Academic Student Workers as a union member go to <https://www.uaw4123.org/join> or get in contact with UAW at <https://www.uaw4123.org> or through email via [union@uaw4123.org](mailto:union@uaw4123.org).*

2.9 Prior to the commencement of the term or as soon as practicable thereafter, the University shall provide the ASE the following information:

- a. the faculty member or supervisor to whom the individual will report,
- b. the location where the work will be performed,
- c. the class assigned, if applicable,
- d. the time and place of any applicable orientations,
- e. the specific duties and expectations of the appointment as detailed in the form in Appendix F or a campus-based form that contains at least the same information. The University may include estimated time for effective completion of each duty.

The University shall provide advance notice when the above referenced duties are changed significantly. Such changes will be confirmed in writing.

2.10 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.

### Conditions of Appointment

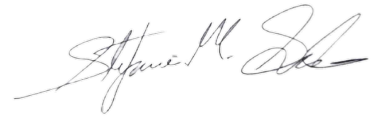
- 2.11 The duration, terms and conditions of an employee's appointment will be specified in the appointment notification. The appointment notification shall state that the appointment automatically expires at the end of the period stated and does not establish an obligation for a subsequent appointment. No other notice shall be provided.
- 2.12 Appointments may be provided for any duration, including multiple academic terms (semesters, quarters). The University will guarantee employment during the first term of appointment. If an appointment is for more than one academic term, employment in academic terms after the first term of the appointment may be conditioned upon budget or enrollment. If an individual receives and accepts a non-conditional appointment, and the position offered and accepted is no longer available, the CSU will ensure that the employee:
- a. is placed in an appointment at the same level of compensation for the academic term(s) stated in the appointment notification, or
  - b. receives the same compensation in lieu of the position for the academic term(s) stated in the appointment notification.
- 2.13 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.
- 2.14 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.

- 2.15 If a student is otherwise eligible for employment as an academic student employee, the University shall not limit the opportunity to apply for a vacant position based on (a) the number of academic units in which the employee is enrolled, or (b) the number of terms of prior employment as an academic student employee, except as necessary to comply with state or federal regulations and/or accreditation requirements.

Tentative Agreement. Date: 9/29/2023. For UAW:

   
 Claire Rogers  
  WLY  
   
   
   

## 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~~ they have 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~~ 30 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~~ **21** calendar days of the date of the request to meet.
- 10.8 Written responses shall be filed within ~~14~~ **21** 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~~ **21** 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~~ **their** 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~~ **their** 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~~ **21** 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), **email address** and **original** signature of at least one grievant;
  - e. The name and telephone number of the representative, if any;
  - f. The name and **email** address of the Union's **representative**, 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~~ **21** 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~~ **21** 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 as set forth in Appendix Z shall serve in rotation order unless agreed otherwise. ~~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 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~~ **21** 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 a Union representative 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 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.

***Side Letter - Selection of a new Panel of Arbitrators (Appendix Z)***

- 1. The parties agree to meet within 60 days of the ratification of this Agreement to mutually select a panel of arbitrators to serve as members of the Arbitration Panel.***
- 2. At the same time, the parties will mutually determine the rotational order of the arbitrators.***
- 3. The mutually agreed upon panel of arbitrators and rotational order will be codified as Appendix Z to the CSU-UAW agreement.***
- 4. Until an agreement on the panel and the rotational order has been reached, the status quo as of May 1, 2023 will remain in effect.***
- 5. The current panel of arbitrators consists of Anne Ellis, Katherine Thomson and Carol Vendrillo. The next arbitrator in rotational order will be Katherine Thomson.***

Tentative Agreement. Date: 9/1/2023. For UAW:

A collection of handwritten signatures in black and blue ink. One signature is labeled "Claire Rogers". The signatures are arranged in a loose grid-like fashion.

## 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 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~~ **at the time of the within three (3) months of the** death or **at the time of the** funeral.
- 14.4 A bereavement leave may be supplemented with available sick leave. **In addition to paid leave, a bargaining unit employee may also take unpaid leave for a combined total of five days of bereavement 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: **parent, sibling** ~~father, mother, sister, brother~~, grandparent, great-grandparent, child (including foster, adopted and step child), grandchild;
- c. the employee's **child's spouse or registered domestic partner;** ~~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.
- 14.8 An hourly employee shall be eligible for time off with pay for jury duty only for those hours ~~he/she was~~ **they were** scheduled to work.
- 14.9 An employee who receives initial notification that ~~he/she is~~ **they were** 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. Requests for a leave of absence without pay related to the Academic Student Employee's legally required attendance at their legal proceedings shall not be unreasonably denied.
- 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~~their former position or a position within ~~his/her~~their classification upon expiration of the leave, provided the employee returns prior to the employee's end of appointment date.

### Catastrophic Leave Donation Program

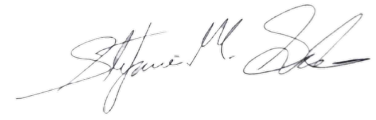
- 14.14 Any bargaining unit employee who accrues vacation or sick leave credits may voluntarily donate either of those credits to or receive them from any other CSU employee on the same campus, if the recipient employee has exhausted all accrued leave credits, i.e., sick leave, vacation, and CTO, due 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~~their 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~~ their accrued vacation credits and all of ~~his/her~~ their 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.

Tentative Agreement. Date: 9/30/2023. For UAW:

A collection of handwritten signatures in various colors (black, blue, red) representing the UAW. One signature is clearly labeled "Claire Rogers".



## 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 defined in ~~Executive Order 1096 (Revised) or any successor Executive Order~~ **CSU Policy Prohibiting Discrimination, Harassment, Sexual Misconduct, Sexual Exploitation, Dating Violence, Domestic Violence, Stalking, and Retaliation (Nondiscrimination Policy) or any successor policy.**

- 16.2 An employee who alleges a violation of the CSU systemwide policy prohibiting 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 their complaint under the procedure described in **the Nondiscrimination Policy or any superseding policy** ~~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 their discrimination/harassment/retaliation complaint with the Equal Employment Opportunity Commission and/or the Department of Fair Employment and Housing.

### Whistleblowing

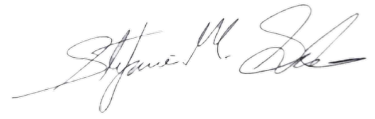
- 16.4 An employee who wishes to make a protected disclosure of an alleged improper governmental activity and/or a significant health or safety threat that has occurred or is occurring at the CSU, shall file their complaint under the procedure described in Executive Order 1115, or in any superseding executive order, if applicable.

- 16.5 An employee who alleges that they suffered retaliation for making a protected disclosure of an improper governmental activity and/or a significant health or safety threat that has occurred or is occurring at the CSU, shall file their complaint under the procedure described in Executive Order 1116, or in any superseding executive order, if applicable.

Tentative Agreement, Date: 9/30/2023, For UAW:



Handwritten signatures and initials, including "Claire Rogers", "All Full", "WAG", and "Yan".



## 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.

- a. **For fiscal year 2023-24, the salary of all bargaining unit employees in active pay status (or on leave) shall be increased by five percent (5%) retroactive to July 1, 2023. The minimum and maximum rate on the salary schedule for all bargaining unit classifications will be increased by five percent (5%).**

- b. **For fiscal year 2024-25, the salary of all bargaining unit employees who are re-appointed (or in active pay status as of July 1, 2024) to the same class and range at the same campus shall be increased five percent (5%). The minimum and maximum rate on the salary schedule for all bargaining unit classifications will be increased by five percent (5%).**

**The 2024-2025 GSI is contingent upon the State of California's final Budget Act of 2024 containing a new, unallocated, ongoing appropriation to the CSU not less than the 2023 compact allocation of \$227 million. While the multi-year compact for 2024 calls for a 5% increase over the 2023 allocation, the 2023 allocation amount will be used for this contingency. The final Budget Act of 2024 has an expected enactment date between June 27, 2024, and September 30, 2024.**

**If the above contingency is not met then the Union and CSU shall re-open negotiations on Article 18 (Salary), Article 3 (Benefits) and Article 20 (Sick Leave).**

**If the above contingency is not met, and the parties cannot reach an agreement regarding the 2024/25 reopener, then after the parties complete the statutory impasse procedures under HEERA, Article 5 (Concerted Activities) shall be suspended.**

- ~~18.3 For fiscal year 2021/22, the salary of each Teaching Associate employee shall be increased by 2% effective July 1, 2021. The minimum and maximum salary rates for Teaching Associate classifications shall be increased by 19.7% effective January 1, 2022.~~
- ~~18.4 For fiscal year 2022/23, the minimum and maximum salary rates for Teaching Associate classifications shall be increased by 1.3% effective January 1, 2023.~~
- ~~18.5 For fiscal year 2021/22, the salary of each Graduate Assistant employee shall be increased by 2% effective July 1, 2021. The minimum and maximum salary rates for Graduate Assistant classifications shall be increased by 19.7% effective January 1, 2022.~~
- ~~18.6 For fiscal year 2022/23, the minimum and maximum salary rates for Graduate Assistant classifications shall be increased by 1.3% effective January 1, 2023.~~
- ~~18.7 For fiscal year 2021/22, the salary rate of each Instructional Student Assistant shall be increased by 2% effective July 1, 2021. The minimum hourly rate for Instructional Student Assistant classifications shall be increased to \$16.00 per hour effective January 1, 2022 and the maximum hourly rate for Instructional Student Assistant classifications shall be increased to \$21.42 per hour effective January 1, 2022.~~
- ~~18.8 For fiscal year 2022/23, the minimum hourly rate for Instructional Student Assistant classifications shall be increased to \$16.20 per hour effective January 1, 2023 and the maximum hourly rate for Instructional Student Assistant classifications shall be increased to \$21.62 per hour effective January 1, 2023.~~

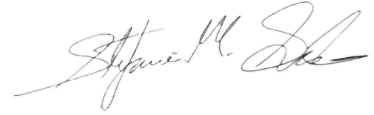
### Direct Deposit

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

Tentative Agreement. Date: 9/30/2023. For UAW:




  
 Claire Rogers



## ARTICLE 20

### SICK LEAVE

#### Accrual of Sick Leave

20.1 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~~ the following classifications shall accrue sick leave with pay pro-rata according to timebase, based on the following formula: (timebase) x (8 hours):

- Teaching Associate in an Academic Year classification (2354)
- Teaching Associate in a twelve (12) month classification (2353)
- Graduate Assistant in an Academic Year classification (2325)
- Graduate Assistant in a monthly classification (2355).

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.

20.2 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.

20.3 Upon request, a Teaching Associate or Graduate Assistant 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 or Graduate Assistant is appointed to a classification in which sick leave is not accrued, this provision shall not apply.

20.4 Bargaining unit employees other than Teaching Associates or Graduate Assistant do not accrue sick leave.

#### Absences Chargeable to Sick Leave

20.5 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.
- 20.6 The term “immediate family” as used in this Agreement shall refer to the employee’s spouse or registered 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

- 20.7 A Teaching Associate **or Graduate Assistant** shall be responsible for immediately reporting an absence to the appropriate administrator in compliance with department and campus policies.
- 20.8 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.
- 20.9 Under no circumstances may a Teaching Associate **or Graduate Assistant** be granted sick leave for days when the Teaching Associate or **Graduate Assistant** would not normally be paid or during an officially scheduled campus closure, unless the employee is officially scheduled to work during such a closure.
- 20.10 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.

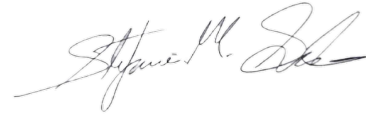
#### Charging Sick Leave



- 20.11 A Teaching Associate **or Graduate Assistant** shall be charged sick leave pro-rata according to timebase, as provided in the formula in provision 20.1, 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 **or Graduate Assistant** shall not be considered to work more than five (5) days in a seven (7) day period for the purpose of charging sick leave.

Tentative Agreement. Date: 9/30/2023. For UAW:

A collection of handwritten signatures in black and blue ink. One signature is labeled "Claire Rogers". The signatures are arranged in a loose, overlapping group.



## ARTICLE 23

### UNION ACCESS AND RIGHTS

#### Access via Campus Communications

- 23.1 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

- 23.2 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.
- 23.3 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

- 23.4 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.
- 23.5 The Union shall have access to existing bulletin boards for the posting of Union material subject to reasonable campus rules.

- 23.6 The University shall provide the Union access to meeting rooms at no cost based on availability and in accordance with reasonable campus rules. Use of other University equipment property or services shall be provided at reasonable cost, if any, in accordance with reasonable campus rules.

#### Union Release Time

- 23.7 Union leave shall be defined as
- a. a full or partial leave of absence from an appointment within a UAW-represented classification or
  - b. an appointment to a UAW classification for purposes as designated by the UAW. Such appointments may only be made to students who are in good academic standing as defined in Article 2.4, and who are either currently employed in Unit 11, or previously have been employed in Unit 11.

Leaves as defined in (a) shall be without loss of compensation or benefits.

Appointments under (b) shall be at the current rate of compensation for Academic Student Employees holding a concurrent appointment in the Bargaining Unit. Where the Academic Student Employee holds multiple concurrent appointments, the appointment and compensation paid under this provision shall be at the highest appointment held.

For Academic Student Employees who do not hold a concurrent appointment within the Bargaining Unit, the appointment shall be at the previous salary of the range and classification in which the student was most recently employed within the Bargaining Unit.

#### *Non-Reimbursable Union Leave*

1. Prior to the start of the academic term, or as soon as practicable, the UAW shall submit to the Chancellor's Office a list of Academic Student Employees for whom union leave is being requested. Not more than two such union leaves at any one campus may be designated. Such a list shall include the employee's name, campus, title and duration of appointment.
2. Leave hereunder shall not exceed a total of three (3) Full-Time Equivalent positions per year.
3. Use of leave under this provision shall only be as designated by UAW and may be partial, or up to the maximum time base of a 0.5 Full-Time Equivalent appointment.

4. No carry over from one fiscal year to another is permitted.
5. If a leave is to be ended early and the employee returns to work, UAW shall give the campus a minimum of fourteen (14) calendar days notice.
6. UAW must report to the CSU when the statewide or campus maximum is reached.
7. An employee on such a leave shall continue to earn service credit and retirement credit if applicable.
8. Vacation, holiday and sick leave credit(s) shall continue to accrue if applicable.

*Reimbursable Union Leave*

1. Prior to the start of the academic term or as soon as practicable, the UAW shall submit to the Chancellor's Office a list of Academic Student Employees for whom reimbursable union leave is being requested. Such a list shall include the employee's name, campus, title and duration of appointment. Such leaves shall not exceed an aggregate amount of six (6) Full-Time Equivalent positions per year.
2. Use of leave under this provision shall only be as designated by UAW and may be partial, or up to the maximum time base of a 0.5 Full-Time Equivalent appointment.
3. If a leave is to be ended early and the employee returns to work, UAW shall give the campus a minimum of 14 calendar days notice.
4. No carry over from one fiscal year to another is permitted.
5. An employee on such a leave shall continue to earn service credit and retirement credit if applicable.
6. Vacation, holiday and sick leave credit(s) shall continue to accrue if applicable.
7. The CSU shall be reimbursed by UAW for all compensation (including benefits) paid to the employee during such a leave. Reimbursement shall be made by UAW no later than thirty (30) calendar days from its receipt of the CSU certification of payment of compensation to the employee. The parties agree that failure to reimburse the CSU within thirty (30) calendar days may result in the denial of any subsequent requests for leave under this provision until all delinquent payments have been made.

Employee Lists

23.8 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:

23.9 Employment History Report:

- Name
- Email Address
- Unique identifier for each employee (formula is confidential)
- Home Address
- Original Hire Date
- 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
- Appointment Number
- Starting Date
- College Name

- Undergraduate or Graduate Status
- Separation Date
- Earned Date
- Unique identifier for each employee (formula is confidential)
- Class code
- Campus
- Reporting unit code
- Reporting unit description
- Action code (regular pay, supplemental pay, redeposit, accounts receivable, reverse accounts receivable)
- 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)

23.10 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

23.11 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

23.12 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

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

Union Orientation

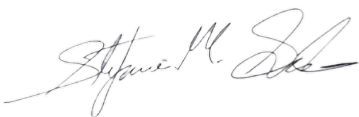
- 23.14 **A Union presentation is part of the orientation and onboarding process for Academic Student Employees.** The Union shall be provided 30 minutes to present Union information at campus-wide, college-wide and tutoring center employment orientations. The Union shall also be provided 30 minutes to present Union information at department employment orientations if all of the unit members have not been required to attend an employment orientation as defined above.
- 23.15 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 **10-30** days prior to the commencement of each orientation. **When orientations are scheduled with less than thirty (30) days' notice, the Union will receive a notice of the event as soon as the information is available for distribution to new employees, but no later than ten (10) days prior to the commencement of the orientation.**

Union Membership Election Form

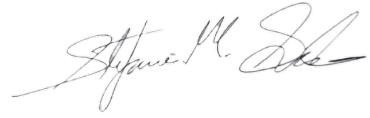
- 23.16 A Union-drafted union membership election form shall be provided to all new employees at the same time as the employee is provided the new employee payroll information (e.g. W-4 and I-9 forms).
- 23.17 Each campus shall make arrangements with the UAW regarding the method of collecting forms.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

- 23.19 Each hiring unit shall be required to post location/schedule information for all Unit 11 employees hired for the semester/quarter by the end of the fourth week of the semester/quarter. The posting shall contain the following: employee name, job title, office location (if applicable), and office hours (if applicable).

Tentative Agreement. Date: 9/29/2023. For UAW:

   
 Claire Rogers  
Ahh  727 9188 WXY  
chr   
   
yang    






## ARTICLE 24

### UNION SECURITY

- 24.1 It is the intent of this Article to provide that payroll deductions for Union 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.
- 24.4 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

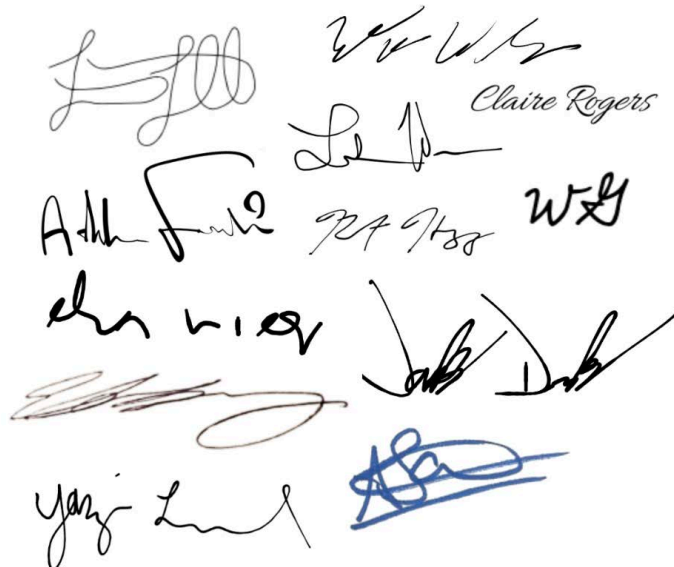
- 24.5 Should the CSU/SCO fail to deduct Union dues from a Unit 11 employee, the CSU/SCO shall make a remedial deduction from such employees' earnings during the subsequent monthly payroll cycle. These monies will be remitted to the UAW per 24.4.
- 24.6 In the event that any remedial deduction is not made and transmitted in accordance with 24.5, the parties shall meet to discuss how the error occurred and what the appropriate remedy should be.
- 24.7 The CSU will not be financially responsible for payment of remedial dues or initiation fees whenever good faith steps have been taken to make and transmit remedial deductions pursuant to 24.5 and 24.6. This provision expires upon implementation of the SCO's new payroll system (currently referred to as the ~~21<sup>st</sup> Century Project~~ or the MyCalPAYS-CSPS - California State Payroll system).

- 24.8 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.

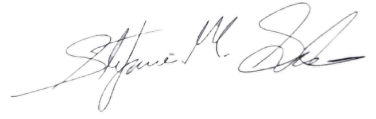
VCAP Check-Off

- 24.9 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 amount as processed by the SCO.
- 24.10 The provisions of HEERA shall govern the deduction of authorized Union deductions following the expiration of this Agreement.
- 24.11 The University and the Union will develop additional mutually agreeable administrative procedures if necessary to be consistent with SCO procedures.
- ~~24.12 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.~~

Tentative Agreement. Date: 9/30/2023. For UAW:



A collection of handwritten signatures in black and blue ink, arranged in two columns. The signatures are of various styles, including cursive and block letters. One signature in the top right column is labeled "Claire Rogers".

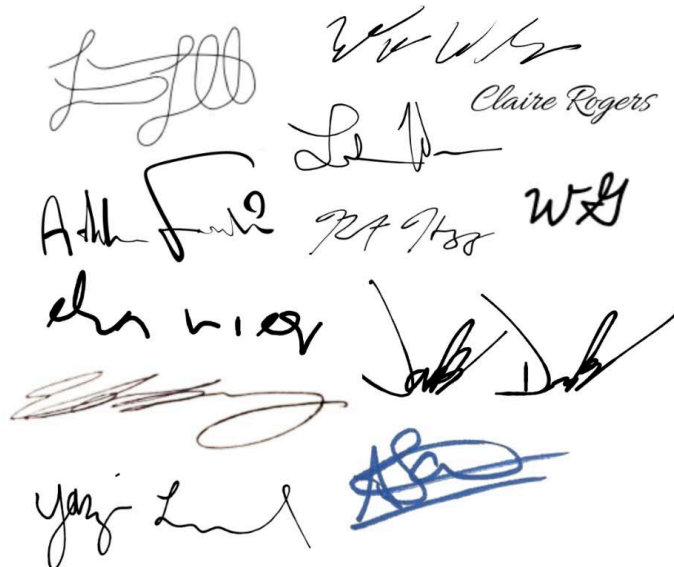


## ARTICLE 27

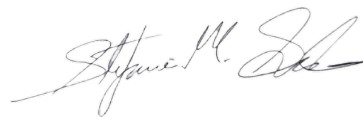
### DURATION

- 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 **October 31, 2025** ~~September 30, 2025~~ **September 30, 2023**.
- 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, 2025** ~~February 1, 2023~~, and no later than **March 1, 2025** ~~March 1, 2023~~.
- 27.4 The parties shall exchange initial proposals no later than **twenty-one** ~~fourteen~~ days before the **May 2025** ~~March 2023~~ 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.

Tentative Agreement. Date: 9/30/2023. For UAW:



Handwritten signatures of UAW representatives, including Claire Rogers, and other individuals. The signatures are arranged in two columns, with some names written next to them.



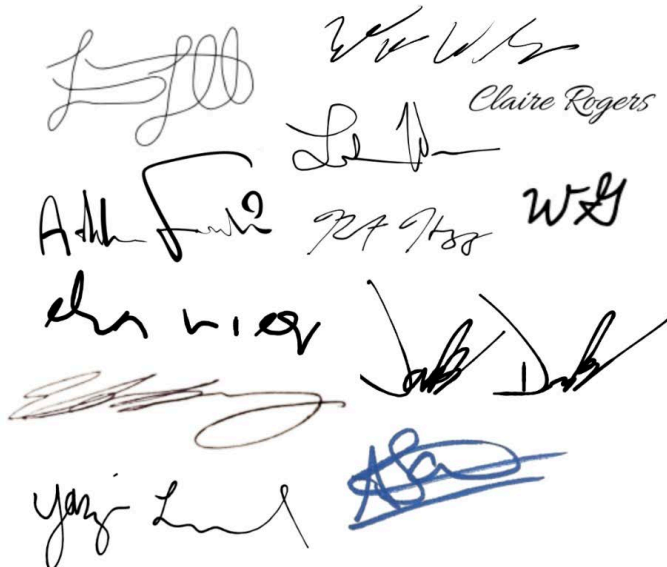
**Memorandum of Understanding**

The California State University recognizes the unique position that academic student employees hold within the university as both students and employees. The CSU is committed to a healthy work environment that promotes mutual respect, positive working relationships and a sustainable school-work-life balance.

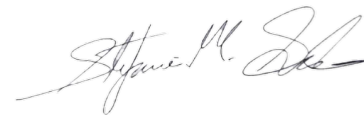
Union representatives may request to meet with the appropriate campus human resources or faculty affairs administrator(s) or with Labor Relations personnel in the Office of the Chancellor during the 2023-2024 academic year to discuss campus parking, transit programs and priority registration as it pertains to UAW-represented employees. The campus human resources or faculty affairs administrator(s) may invite other administrators to participate in the meeting(s) as appropriate. The parties will agree upon the date, time, and location of the meeting(s). The meeting(s) will take place within 60 days of the request to meet, or otherwise mutually agreed upon.

To the extent the parties agree that additional meeting(s) during the 2023-2024 and 2024-2025 academic years are necessary, then the parties shall set a mutually agreed upon time, date, and location of the meeting(s).

Tentative Agreement. Date: 9/30/2023. For UAW:



Handwritten signatures of UAW representatives, including Claire Rogers, and other individuals. The signatures are arranged in two columns, with some names written in blue ink.

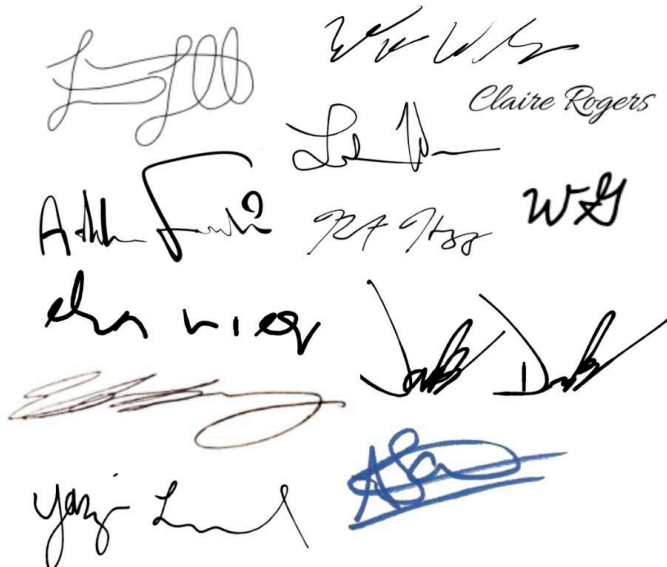


## MEMORANDUM OF UNDERSTANDING

To strengthen its systems of care and compliance, in 2022 and 2023 the CSU engaged Cozen O'Connor to conduct a systemwide assessment of its Title IX and Discrimination, Harassment and Retaliation (DHR) programs. The report identifies core observations and recommendations for improvements at both the system and university levels. The CSU remains committed to making the meaningful and impactful changes needed to transform our Title IX and other anti-discrimination policies, procedures, infrastructure, culture and climate within the Chancellor's Office and our 23 universities.

As such, the CSU has established a work group at the Chancellor's Office to develop procedures, infrastructure, systems, and training to address other conduct of concern at the system and individual campus level. Representatives of UAW will be invited to meet with members of the work group to present concerns regarding other conduct of concern. The parties will agree upon the date, time, and location of the meeting. The meeting will take place by December 15, 2023.

Tentative Agreement. Date: 9/30/2023. For UAW:



Handwritten signatures of UAW representatives, including Claire Rogers, and other individuals. The signatures are arranged in two columns, with some names written in blue ink.

CSU / UAW  
07/10/2023

For each and every article in the Collective Bargaining Agreement, the parties agree to revise the use of binary gender pronouns in favor of gender-neutral pronouns. This will be accomplished before publishing the agreement.

For UAW:

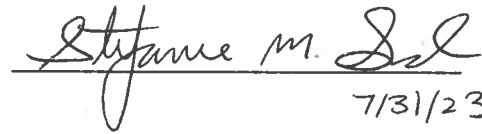


7/21/23

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Lark Winner

For the California State University:



7/31/23