

CSU-UAW Agreement

A. Recognition and Certification of UAW

The California State University ("CSU") agrees to withdraw any objections to PERB processing Petition Number LA-RR-1099-H without the need for a hearing, subject to the following conditions.

1) PERB determines, pursuant to HEERA, that the California Alliance of Academic Student Employees/International Union, United Automobile, Aerospace and Agricultural Implement Workers of America ("UAW") has a sufficient showing of support in order to be recognized as the exclusive bargaining representative of the employees in the bargaining unit defined in paragraph C below.

2) PERB certifies the UAW as exclusive bargaining agent for employees in the bargaining unit defined in paragraph C below.

Once these conditions are satisfied, CSU will recognize the UAW as the exclusive bargaining agent for employees in the bargaining unit certified by PERB and begin the HEERA bargaining process.

B. New Instructional Student Assistant Classification

The parties recognize that Student Assistants may work in just one individual department or equivalent organizational unit or more than one individual department or equivalent organizational unit on a CSU campus.

The CSU shall create the new classification "Instructional Student Assistant." The Classification Standard is attached and incorporated by reference. A Student Assistant shall be classified as an Instructional Student Assistant in an individual department or equivalent organizational unit if he/she performs grading, tutoring or instruction for a majority of his/her work hours during the duration of the academic term in that individual department or equivalent organizational unit on a CSU campus. A Student Assistant classified as an Instructional Student Assistant shall not be reclassified for the duration of the entire academic term.

Additionally, in cases where a Student Assistant has more than one simultaneous separate appointment in an individual department or equivalent organizational unit, each appointment shall be classified separately. The Student Assistant shall be classified to an Instructional Student Assistant in each separate appointment for which he/she performs grading, tutoring or instruction for a majority of his/her work hours during the duration of the academic term in the individual department or equivalent organizational unit on a CSU campus.

C. Definition of Bargaining Unit

There will be a single statewide bargaining unit for UAW-represented employees and it shall include employees in the following classifications:

1. Teaching Associate (except as excluded pursuant to paragraph D below),
2. Instructional Student Assistant, (except as excluded pursuant to paragraph D below), and
3. Graduate Assistant

D. Status of Teaching Associates and Instructional Student Assistants

The parties agree that in the event that PERB (in case numbers LA-UM-723-H, LA-UM-726-H and/or LA-UM-727-H) makes a final and binding determination that certain or all Teaching Associates (TAs) or Instructional Student Assistants (ISAs) shall be properly included in the bargaining units represented by the California Faculty Association (CFA), the Academic Professionals of California (APC) and/or the California State Employees Association (CSEA) said employees will be excluded from the UAW unit and the UAW will disclaim interest in said employees.

The CSU shall maintain the position it has taken in regard to the above referenced petitions before PERB. That CSU position regarding CFA is defined in the May 12, 2004 letter from the CSU to PERB and subsequent briefs. The CSU position regarding APC is defined in the April 2, 2004 and June 7, 2004 letters from CSU to PERB, except that the CSU has now reached agreement to include ISAs in the UAW bargaining unit defined in Section C. The CSU position regarding CSEA is defined in the April 9, 2004 and June 7, 2004 letters from CSU to PERB, except that the CSU has now reached agreement to include ISAs in the UAW bargaining unit defined in Section C.

E. Hold Harmless

In consideration for the CSU's voluntary recognition of the UAW as the exclusive representative of employees in the bargaining unit defined in paragraph C prior to final determination of the pending unit clarification/modification petitions, the UAW agrees to indemnify and hold the CSU harmless for monetary remedies required to be paid by the CSU in any cause of action brought by a TA or an ISA or CFA, APC or CSEA seeking reimbursement of improperly collected agency fees as a result of an adverse final ruling in any of the pending petitions that have been filed by the CFA (LA-UM-723-H) the APC (LA-UM-726-H), and/or the CSEA (LA-UM-727-H).

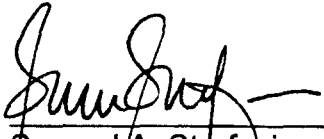
The UAW shall be under no obligation to reimburse the CSU for attorney fees or other costs other than the monetary remedies described above. Nothing in this agreement waives the UAW position that the petitions in LA-UM-723H, LA-UM-

726-H and LA-UM-727-H should be dismissed because CFA, APC and CSEA failed to intervene in the instant matter.

F. Establishment of New Bargaining Unit Information in the State Controller's Office Database

The CSU shall recognize the UAW as soon as this Agreement is ratified by the CSU Board of Trustees and the UAW by no later than September 14, 2004, and the UAW is certified by PERB. In order to comply with the requirements of the State Controller's Office, the parties acknowledge that the UAW bargaining unit code will be established effective October 1, 2004.


For CSU



Samuel A. Strafacci
Assistant Vice Chancellor
Human Resources

August 19, 2004
Date

For UAW



Mike Miller
International Representative

August 18, 2004
Date