

# Memorandum

To: CSU Presidents

Date: June 29, 2001

From: Jackie McClain  
Vice Chancellor  
Human Resources

Samuel A. Strafacci  
Assistant Vice Chancellor  
Human Resources

Subject: Post-Contract CSEA Employment Conditions

While we are continuing to bargain with the California State Employees Association for a new contract, we thought that it would be prudent to provide information regarding the status of employment conditions for employees in Units 2, 5, 7 & 9 if there is no contract in effect after June 30, 2001.

Overall, it should be noted that the CSU is generally obligated to continue the terms and conditions of the contract as bargaining is continuing after June 30, even if there is no contract in effect. This continues to be the case during mediation and fact-finding if bargaining is later determined to be at impasse by the Public Employment Relations Board. Therefore, there should be no wholesale changes in terms and conditions of employment for CSEA-represented employees after June 30. The two sole exceptions to this general rule are as follows.

**Expiration of Right to Arbitrate Grievances.** One exception to this rule is that the arbitration provision of the CSU/CSEA contract does NOT survive the expiration of the agreement. Therefore, grievances dealing with events that arose during the term of the contract continue to be subject to binding grievance arbitration, but grievances dealing with events that arose after June 30 are NOT subject to binding grievance arbitration.

**Payment of Overtime in Cash Only.** Another change in the contractual conditions of employment is that after June 30 the CSU will no longer be permitted to provide CTO in lieu of cash for overtime payments. The contractual waiver of the requirement to compensate in cash only does not survive the expiration of the contract, so all overtime must be paid in cash for employees in Units 2, 5, 7 & 9 after June 30.

Please call (562) 951-4404 if you have any questions.

SAS

C: Chancellor Reed  
Human Resources Directors