CSU/UAW 4123
Tentative Agreement – Subject to ratification by both Parties
10/16/2026

Article	Proposal
Article 1: Recognition	Status Quo
Article 2: Appointments, Posting and Notification	CSU #3 10.02.2025
Article 3: Benefits	Status Quo
Article 4: Classifications	Status Quo
Article 5: Concerted Activities	TA 10/16/2026
Article 6: Discipline	TA 10/16/2026
Article 7: Effect of Agreement	Status Quo
Article 8: Employment Evaluation	Status Quo
Article 9: Fee Waiver	Status Quo
Article 10: Grievance Procedure	CSU #1 09.11.2025
Article 11: Health and Safety	Status Quo
Article 12: Holidays	TA 10/16/2026
Article 13: Instructional Materials, Services and Support	Status Quo
Article 14: Leaves of Absences	CSU #3 10.14.2025
Article 15: Management and Academic Rights	Status Quo
Article 16: Non - Discrimination	CSU #2 9.28.2026
Article 17: Personnel Files	Status Quo
Article 18: Salary	TA 10/16/2026
Article 19: Severability	Status Quo
Article 20: Sick Leave	CSU #2 11.13.2025
Article 21: Summer Employment for Tas	Status Quo
Article 22: Training	Status Quo
Article 23: Union Access and Rights	Status Quo
Article 24: Union Security	Status Quo
Article 25: Vacation	Status Quo
Article 26: Workload	Status Quo
Article 27: Duration	CSU #3 09.28.2026
ISA Classification	TA 8/26/25

Include all current Appendices, Side Letters and MOUs

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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 1st of each year, the University shall post a summary of bargaining unit positions by department or hiring unit and classification that were filled in that academic year. 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, the collective bargaining agreement's website address, 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.

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.

f. anticipated paydays,

g. how to report time worked and/or absences,

h. how to view accrual balances, if any,

i. a copy or a link to the Disability Support and Accommodations Policy;

j. procedure for requesting disability related reasonable accommodations.

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.

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ARTICLE 5

CONCERTED ACTIVITIES

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

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

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

5.X **In the event of a strike, the parties agree that bargaining unit employees who participate in the strike by withholding their labor are not entitled to pay for any day on which they participate in the strike. The Union agrees that bargaining unit employees who participate in the strike shall not claim or collect pay for the time they are on strike.**

In the event of a strike, the CSU shall provide Teaching Associates, Graduate Assistants, and the Union with written instructions regarding the procedure for reporting time worked during the strike. The instructions shall identify the appropriate administrator or department to which employees must report their time. Instructional Student Assistants shall continue to follow established time-reporting procedures. The CSU shall process payment for time properly reported and worked in accordance with applicable payroll procedures. Failure to follow the reporting procedure may delay payment but shall not eliminate an employee's right to be paid for time actually worked.

5.4 The CSU shall not lock out unit employees.

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ARTICLE 6

DISCIPLINE

6.1 The CSU may discipline an employee for just cause.

6.2 a. "Discipline" is defined as:

1. a written reprimand

2. suspension without pay for a maximum o*f* *21* calendar days or

3. a dismissal/discharge

b. All written reprimands pursuant to 6**.2a(1)** shall be clearly identified in the document as a "letter of reprimand". Upon the employee's request and after 12 months from the effective date, a reprimand in the personnel file shall be permanently removed. This provision shall not be implemented under the following conditions:

~~1.~~ a written notice of intent pursuant to 6.4 of this Article has been served on an employee and such a reprimand is related to the pending disciplinary action; ~~**or**~~

2. a subsequent written reprimand(s) of a similar nature has been placed in the Personnel File within the 12 month period. If, after 12 months of the effective date of the subsequent reprimand, then the employee may also request the removal of the prior written reprimand(s) of a similar nature~~.~~**; or**

3. **the reprimand is related to workplace violence, discrimination, harassment or retaliation and less than five (5) years have elapsed since its effective date as long as the written reprimand includes a acknowledgement of the employee's right to consult with the union.**

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

a. an oral or verbal counseling or warning; however, an oral warning may be challenged in a grievance only after it is subsequently used for evidence or to justify the extent of the penalty in a disciplinary matter;

b. the expiration of an appointment or the failure to make a reappointment;

c. a reassignment for operational needs;

d. a removal due to academic ineligibility;

e. a performance evaluation;

f. investigatory leave;

g. rescission of an appointment due to failure of a condition.

Written Notice of Intent

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

a. inform the employee of the dismissal/discharge action proposed, the reason for the proposed action including applicable documentation and the effective date(s) of the action;

b. inform the employee of the right to respond and to whom to respond within the applicable time limit in accordance with provision 6.6 below; and,

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

Response to Written Notice of Intent

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

Written Notice of Disciplinary Action

6.6 After review of a timely response, if any, the University shall notify the employee and the employee's designated representative of any disciplinary action to be taken and its effective date, as well as the rights set out under Article 10, Grievance Procedure. The

University may reduce such discipline without the issuance of a further Written Notice of Intent. A copy of the Notice shall be sent to the Union.

Investigatory Leave

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

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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 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, 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 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 21 calendar days of the date of the request to meet.

10.8 Written responses shall be filed within 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 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 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 their designated representative 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. The grievant or 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 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. 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 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 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 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 arbitrator panels as set forth in Appendix Z shall serve in rotation order unless agreed otherwise.

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 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 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.

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ARTICLE 12

HOLIDAYS

12.1 The following holidays, except as provided in provision 12.2 below, shall be observed on the day specified.

a. January 1

b. Third Monday in January (Martin Luther King Jr. Day)

c. March 31 (~~**Cesar Chavez Day**~~ **Farm Workers' Day**)

d. June 19 (Juneteenth)

e. July 4

f. First Monday in September (Labor Day)

g. Thanksgiving Day

h. December 25

i. Any other day designated by the Governor for a public fast or holiday.

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

a. Third Monday in February (Washington's Birthday)

b. February 12 (Lincoln's Birthday)

c. Last Monday in May (Memorial Day)

d. Admission Day

e. Second Monday in October (Columbus Day)

f. November 11 (Veteran's Day)

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

Work Requirements and Compensation During Holidays

12.4 Teaching Associates in an Academic Year classification and Graduate Assistants in an Academic Year classification shall not be required to work on the days holidays in provisions 12.1 and 12.2 are officially observed or on academic holidays as designated in the campus academic calendar. Such employees shall receive their normal salary for these periods.

12.5 Teaching Associates in a twelve (12) month classification and Graduate Assistants in a monthly classification shall not be required to work on the days holidays in provisions 12.1 and 12.2 are officially observed. Such employees shall receive their normal salary for these periods.

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

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

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

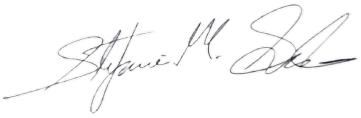
12.9 Teaching Associates will receive pay for holidays that fall within the scheduled workweek. A TA who is authorized to work and works on the holiday that is officially observed by the University shall be compensated with pay at their straight time rate on an hour-by-hour basis for all hours worked on the holiday OR given equivalent time off.

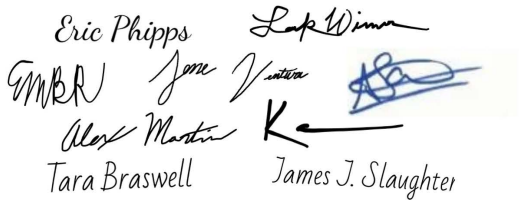
Equivalent time off, equal to the hours worked on the holiday, may be taken in lieu of compensation with pay. This equivalent time off must be taken within ninety (90) days after the holiday was observed. If the TA is unable to take the equivalent time off based upon the Department's operational needs, they shall be paid at their straight time.

Personal Holiday

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

shall be by mutual agreement of the bargaining unit employee and the appropriate administrator.





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 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, grandparent, great-grandparent, child (including foster, adopted and step child), grandchild;

c. the employee's child's spouse or registered domestic partner;

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 they were scheduled to work.

14.9 An employee who receives initial notification that 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 their former position or a position within 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, 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 their accrued vacation credits and all of 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.

Safe Leave

14.15 **Employees who are victims of a crime, or whose family members are victims, shall be provided leave in accordance with applicable state law, including Government Code section 12945.8. When authorized under the law, employees may use paid or unpaid time off, including accrued sick leave, to cover such leave.**

Eric Phipps Tara Braswell James J. Slaughter

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 the CSU Policy Prohibiting Discrimination, Harassment, Sexual Misconduct, Sexual Exploitation, Dating Violence, Domestic Violence, Stalking, and Retaliation (Nondiscrimination Policy) or any successor policy.

The CSU Nondiscrimination Policy is the CSU policy that incorporates the University's compliance with Title IX and California state law. The Nondiscrimination Policy includes, but is not limited to, the prohibition of discrimination based on sex (including Sex Stereotyping or Sex Characteristics), gender, gender identity and expression, pregnancy or related conditions, and sexual orientation.

16.X **The CSU provides access, support and accommodation to employees with disabilities in accordance with its Disability Support and Accommodations 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), **including the Disability Support and Accommodations Policy,** shall file their complaint under the procedure described in the Nondiscrimination Policy or any superseding policy 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 **California Civil Rights Department** ~~**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.

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Tara Braswell James J. Slaughter

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 their 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 2025/2026, the CSU shall allocate a total pool of $3.2 million for one-time payments to eligible UAW-represented employees and any applicable associated employer payroll taxes. Any applicable employer payroll taxes shall be deducted from the pool, and the remaining balance shall be distributed in equal gross amounts to eligible employees. Each employee's payment shall be subject to applicable employee tax withholdings and other required payroll deductions.**

An eligible employee is an employee who is actively employed in a UAW-represented position on November 13, 2026 and who received any pay for the period between September 1, 2026, and October 31, 2026.

No eligible employee shall receive more than one payment, regardless of the extent of the employee's employment during the eligibility period.

Pursuant to CalPERS regulations, these payments will not be considered pensionable earnings; therefore, neither the employee nor the CSU makes a CalPERS contribution on this payment.

b. **For fiscal year 2026/2027, the salary of all bargaining unit employees in active pay status (or on leave) shall be increased by four percent**

(4%) retroactive to July 1, 2026. The minimum and maximum rate on the salary schedule for all bargaining unit classifications will be increased by four percent (4%).

c. For fiscal year 2027/2028, the salary of all bargaining unit employees who are re-appointed (or in active pay status as of July 1, 2027) to the same class and range at the same campus shall be increased four percent (4%). The minimum and maximum rate on the salary schedule for all bargaining unit classifications will be increased by four percent (4%).

~~**d. 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%).**~~

~~**e. 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.**~~

Direct Deposit

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

Eric Phipps

Tara Braswell

James J. Slaughter

ARTICLE 20

SICK LEAVE

Accrual of Sick Leave **for Teaching Associates and Graduate Assistants**

20.1 Following completion of one (1) academic qualifying pay period, 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 (2355)
- Graduate Assistant in a monthly classification (2325).

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 their 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.**~~

Accrual of Sick Leave for Instructional Student Assistants (TO BE IMPLEMENTED EFFECTIVE 8/1/2027)

X.1 Following the completion of one pay period, employees shall accrue one (1) hour of paid sick leave for each 30 hours of work.

X.2 Employees may carry over a maximum of eighty (80) hours of accrued sick leave from one (1) fiscal year to the next, as long as there is no break in service longer than one year.

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**n employee** ~~**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**n employee** ~~**Teaching Associate or Graduate Assistant**~~ be granted sick leave for days when the **employee** ~~**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 they were 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 they are 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.

Under no circumstances may an Instructional Student Assistant be granted sick leave for days or hours when the employee would not normally be scheduled to work.

Eric Phipps

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James J. Slaughter

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, 2028**.~~**October 31, 2025**~~.

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, 2028** ~~**February 1, 2025**~~, and no later than **March 1, 2028** ~~**March 1, 2025**~~.

27.4 The parties shall exchange initial proposals no later than twenty-one days before the May **2028**~~**2025**~~ 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.

Eric Phipps

Tara Braswell James J. Slaughter

CSU #1 (UAW)
7/18/2025

Instructional Student Assistant

Classification Title	Class Codes	Date Established	Date Revised
ISA, On-Campus	1150	10-01-2004	12-02-2010
ISA, On-Campus Work-Study	1151	10-01-2004	12-02-2010
ISA, Off-Campus	1152	12-02-2010	12-02-2010
ISA, Off-Campus Work-Study	1153	12-02-2010	12-02-2010

OVERVIEW:

Under supervision, Instructional Student Assistants in this classification perform teaching, grading or tutoring duties or **assist faculty with research** for the majority of work hours in a given appointment in a given academic department or equivalent administrative unit over the course of an academic term. Assignments are made by academic department or equivalent administrative unit by a specific supervisor at a CSU campus. The work may be performed on-campus or at an off-campus public agency or private non-profit organization under an agreement with a campus in the CSU system.

Incumbents in this classification work part-time (typically 20 hours per week) during academic periods and may work full-time during academic break periods. Incumbents may have concurrent assignments in other Student Assistant classifications as long as the maximum hours are not exceeded. If the work is to be performed off-campus, CSU will assign a specific on-campus supervisor who will coordinate supervision and assignments pursuant to the terms of the agreement with the off-campus public agency or private non-profit organization. **Instructional Student Assistants may not be employed to assist in a course in which they are enrolled.**

DISTINGUISHING FEATURES:

The Instructional Student Assistant classification is distinguished from other Student Assistant classifications by the nature of work performed. The majority of work performed in a given appointment in a given academic department or equivalent administrative unit over the course of an academic term by Instructional Student Assistants is tutoring, grading~~, and/or~~ teaching**, and/or research** work while the other Student Assistants perform other duties including clerical, technical, custodial, laborer or other work as assigned.

Classification code 1150 is to be used for appointments when the work site is on-campus and code 1152 is to be used when the work site is off-campus. Classification code 1151 (On-Campus Work-Study) and 1153 (Off-Campus Work-Study) are for Work-Study students funded by the Federal Work-Study Program. Appointments to these classification codes must meet provisions of the Federal Work-Study Program and are not limited by a maximum number of hours.

TYPICAL QUALIFICATIONS:

Knowledge and Abilities:

Incumbents must possess the ability to learn and perform assigned work; work cooperatively with faculty, staff, and other students; and accept responsibility. Completion of specific coursework may be required in order to teach, grade or tutor a course.

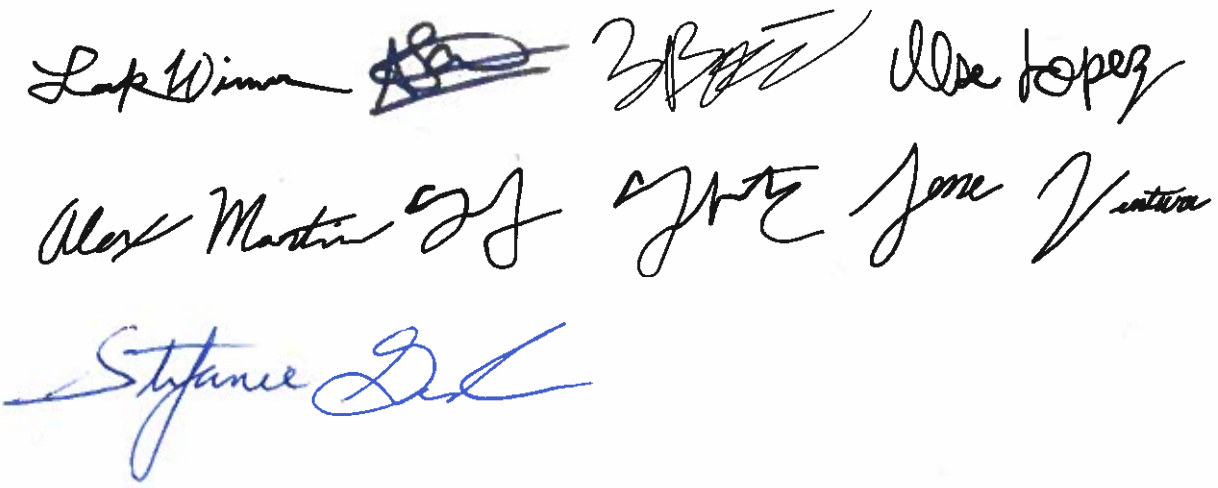
Special Qualifications:

- Admission or registration as a CSU student.
- On-Campus or Off-Campus Work-Study Instructional Student Assistants must meet the eligibility requirements of the Federal Work-Study Program, as determined by the campus' financial aid office.

Tentative Agreement. Date: 8/26/2025 For UAW:

UAW
9.11.2025

This is a package proposal. UAW reserves the right to withdraw this package proposal at any time, at its sole discretion and without penalty. If this package proposal is not accepted as written in its entirety and without modification as described below, this proposal will be declared to be void and non-existent and the Union will return to bargaining from its language proposed prior to this package proposal.

Article	Subject	Proposal
1	Recognition	CCL
4	Classifications	CCL
8	Employment Evaluations	CCL
11	Health and Safety	CCL
17	Personnel Files	CCL
19	Severability	CCL
22	Training	CCL

Tentative Agreement. Date: 9/12/2025. From UAW: