SUMMARY OF TENTATIVE AGREEMENT BETWEEN
CLEVELAND STATE UNIVERSITY AND SERVICE EMPLOYEES INTERNATIONAL UNION DISTRICT 1199

CONTRACT NEGOTIATIONS 2011

Please note that the following is a summary only. The purpose of this summary is to give the membership as much information as possible in preparation for the ratification vote. The Union and the University are legally obligated to enforce the full contract, not the summary. All enforcement will be based upon the final, full contract language and not this summary. No omissions or errors in this summary shall affect the final contract language or its interpretation.

Upon ratification by Union members and approval by the Board of Trustees the University and the Union will prepare the new contract for posting and distribution in a timely manner.

Article 2 – Recognition. The University will update the list of SEIU bargaining unit job classifications and non-bargaining unit professional job classifications.
- Removes language regarding how to address bargaining unit clarification and actions to take when the Union believes the University is eroding the bargaining unit, as the Union has the right to take such actions through the State Employment Relations Board (‘SERB’).

- Changes the procedures for addressing claims of unlawful discrimination. The options under the old contract were to go to the University’s Office of Affirmative Action (‘OAA’), and after investigation and proposed action by OAA, if the claimant was not satisfied, other options included grievance mediation and then direct appeal to the University President. Under the new contract, the employee could seek informal, then formal filing of a complaint with OAA for investigation and proposed action, if any. Employees still have the right to pursue such claims pursuant to any Federal or State law which addresses discrimination directly.

Article 4 - No Strike/No Lockout. Adds sickouts to the lists of things the bargaining unit cannot do during the life of the contract.

Article 5 – Management Rights. Adds that the University can determine matters of inherent managerial policy that includes the establishment of programs, protocols, services & requirement to protect the health, safety and welfare of the University community.
- The University can join & participate in shared service arrangements, Public-Private or public partnership agreement and other such services or program performance models that contribute to the efficiency, effectiveness, economy or enhancement of University operations.

Article 7 – Union Representation. Other than for grievance meetings and other meetings called by the University, and limited release time for leadership meetings, all Union business must be held during non-working time and without pay or benefits. The old contract allowed for paid release time for the D1199 Executive Board members, for training, and investigation grievances & Union business that could not be conducted during non-business hours.
Article 8 – Grievance Procedure. A grievance has been redefined as a dispute or disagreement concerning the alleged misapplication of, misinterpretation of, or failure of compliance with specific provisions of the contract. Under the old contract, a grievance could also include a violation of University rules or policies.

- The parties agreed to change some of the timelines for arbitration notification and the process of selecting arbitrators through the American Arbitration Association, and the methods for filing group grievances.

Article 9 – Disciplinary Action. Changed language to reflect the methods for handling due process procedures that have evolved between the parties, and clarifies how Administrative Leave is used in the disciplinary process.

Article 10 – Probationary Period. The University may extend a probationary period for up to an additional 90 calendar days provided it has notified the Union of the extension prior to the expiration of the original 1 year probationary period.

Article 11 – Personnel Files. Electronic database storage of employee information may substitute for and be used in lieu of a written document specified in this Article.

Article 12 – Labor/Management Committee. The Committee will meet monthly, as needed. An additional Administrative rep & the D1199 Administrative Organizer may also attend meetings. The Committee will be trained by an FMCS representative.


Article 14 – Job Classifications. The Union will receive notification of any new professional staff positions on the first day of posting. There is some change in the process and timelines for the Union’s challenge to a position being in or out of the bargaining unit.

- **Reclassification** – Initiation of the reclassification review process is subject to a department/unit’s ability to fund any potential salary increases. If it does not have a current ability to fund a potential salary increase, the reclass request will be denied and the additional duties that incurred the reclassification request will be eliminated.

- For a reclass, an employee must be performing significant additional work of a higher level or broader scope of responsibility; the duties must be a continuing and recurrent part of the employee’s job duties; ordinarily, an employee will need to perform such duties for 4 months to be eligible, although that time period may be reduced or extended to no more than 6 months at the discretion of HRD.

- The decision of HRD shall be affirmed by the Reclassification Review Committee unless the employee can prove that there is no rational basis for the reclassification determination and that the basis for the denial was arbitrary and capricious.

- If the Reclassification Review Committee is unable to reach a decision by majority vote regarding a reclassification, the request shall be considered denied and that result will be final and binding upon the employee, the Union and the University.
Article 15 – Hours of Work.  For exempt professional bargaining unit staff who earn *compensatory time* for working more than 40 hours or more than 5 eight hour days in a normal week, or for salaried part-time professional bargaining unit staff who are assigned to work additional hours within their positions beyond their normal schedules, the selection of compensatory time or schedule adjustment shall be determined by the employee’s supervisor based on the operational needs of the department, unit or college.

- As a reminder, the provisions for overtime for those bargaining unit staff re-designated as overtime non-exempt (employees paid at an hourly rate) contained in Appendix B-2 include the following provisions:
  
  All hours worked in excess of forty (40) hours in a work week shall be paid at the rate of one and one-half times the position’s regular rate of pay or made available for use in the form of compensatory time accrued at the rate of one and one-half hours for each hour of overtime worked. The designation of overtime as time and one-half premium pay or compensatory time shall be determined at the sole discretion of management. The maximum accrual of compensatory time for non-exempt bargaining unit staff shall be increased to 240 hours (based upon a time and one-half accrual of 160 overtime hours actually worked) after which payment will be made for all hours worked. Other than the change in the calculation of overtime pay (from straight time to time and one-half), the increase in the compensatory time accrual (from a maximum of 160 to 240 hours) and the designation of such time by management, the provisions of Article XV (including Appendix B) of the current collective bargaining agreement between Cleveland State University and SEIU District 1199 shall continue to apply.

  A) When possible, the University will equalize overtime opportunities among eligible employees in the same department and in the same job classification. The University will maintain a log of overtime opportunities which it will share with the Union upon request.

  B) Payment for accrued compensatory time upon termination of employment will be calculated on an employee’s rate of compensation at the time of termination.

- Employees who work less than 40 hours in any workweek shall not have their salary docked, but accumulated compensatory time, accrued sick time when appropriate and accrued vacation may be docked accordingly. If an employee has no such time, her/his pay may be docked for full workday absences.

- An affected employee will be notified at least 2 weeks in advance of a change to his/her regular work schedule.

Article 16 – Salary.

Years 1 & 2:

- Wage increases effective October 11, 2011 and October 1, 2012, respectively – **2.0%** divided between across-the-board and merit pay base salary increases. *(SEE PAGE 12 FOR SALARY RANGES EFFECTIVE OCTOBER 1, 2011)*

- Employees with a continuous employment date on or before June 30, 2011 and June 30, 2012, respectively, shall receive a **.75% across-the-board** base salary increase (this includes ½% returned as gain-sharing from the agreement on health insurance).

- The salary range for each grade shall be increased upward by **2.0%** effective October 1, 2011 and October 1, 2012, respectively; employees who are below the new range shall have their salaries adjusted to the minimum of the appropriate salary grade prior to the application of any other salary increases.
Employees whose salaries exceed the maximum of their grade (redlined) shall receive the .75% increase in the form of a lump sum payment; if a portion of the increase is above the maximum of their salary grade, that portion shall be paid in a lump sum.

- Effective October 1, 2011 and October 1, 2012, respectively, the University shall provide 1.25% of total base bargaining unit salaries for Fiscal Years 2011 and 2012, respectively, for merit pay base salary increases tied to performance evaluation ratings of ‘Outstanding’ or ‘Exceeds Expectations’; employees must have completed at least 6 months of employment and have been hired by July 1 of the prior year for those on a calendar review cycle, or by January 1 for those on a fiscal performance review cycle.

- Merit pay is added to an eligible employee’s base salary

Year 3:

- Wage increases effective October 11, 2013 – 2.5% divided between across-the-board and merit pay base salary increases.
  - Employees with a continuous employment date on or before June 30, 2013 shall receive a 1.25% across-the-board base salary increase (this includes ½% returned as gain-sharing from the agreement on health insurance).
  - The salary range for each grade shall be increased upward by 2.5% effective October 1, 2013; employees who are below the new range shall have their salaries adjusted to the minimum of the appropriate salary grade prior to the application of any other salary increases.
  - Employees whose salaries exceed the maximum of their grade (redlined) shall receive the 1.25% increase in the form of a lump sum payment; if a portion of the increase is above the maximum of their salary grade, that portion shall be paid in a lump sum.
  - Effective October 1, 2013, the University shall provide 1.25% of total base bargaining unit salaries for Fiscal Year 2013 for merit pay base salary increases tied to performance evaluation ratings of ‘Outstanding’ or ‘Exceeds Expectations’; employees must have completed at least 6 months of employment and have been hired by July 1 of the prior year for those on a calendar review cycle, or by January 1 for those on a fiscal performance review cycle.
  - Merit pay is added to an eligible employee’s base salary

Pay upon Promotion or Reclassification shall be at least 3% in base pay but not less than the minimum of the new salary range, whichever is greater (no change); additional increases beyond that can be approved (no caps – this is a change) by the University President and/or VP for Business Affairs & Finance or designee and shall not be grievable. Increases under this section will not affect the employee’s entitlement to any other increases in compensation that may be applicable unless across-the-board and merit are rolled into the adjustment.

Compensation.

Summer Teaching. (THESE PROVISIONS REPLACE ARTICLE 35 – SUMMER SCHOOL/INTERSESSION) Full-time, 9, or 10 and 12 month contract employees who do not have a regular summer and/or intersession teaching assignment as part of their official job duties may teach a summer and/or intersession course(s) beyond their 40-hour week and shall be compensated at the department or college rate applicable to adjunct instructors. Who teach and accept a summer and/or intersession teaching assignment shall be paid as per the summer and intersession provisions of this contract. Full-time, 12-month professional staff members who have a summer and/or intersession teaching assignment as part of their regular job duties and who accept
an overload course(s) shall be paid for the overload course(s) at the department or college rate applicable to adjunct instructors.

A department or college retains the sole discretion to pay an amount in excess of the adjunct rate for summer and/or intersession teaching based on factors such as special qualifications, experience and prior teaching performance. As per the summer and/or intersession compensation provisions of this contract, Twelve-month employees who do not have a regular summer and/or intersession teaching assignment as part of their official job duties may teach a summer and/or intersession course(s) beyond their 40-hour week. Such employees shall be paid for those courses as per the summer and/or intersession compensation provisions of this contract.

Employees may teach course(s) in either their home department or in another department at the University, up to a maximum of six (6) credit hours per semester beyond their regular teaching assignment for any given semester, except summer and intersession and shall be compensated at the department or college rate applicable to adjunct instructors. and shall be paid for said course(s) at the rate then current in that department to which the employee is entitled by virtue of qualifications, experience, and length of service to the University, if applicable. Such assignment(s) is considered an overload, and requires that the home department be informed and approve of the additional assignment(s). Such approval shall be subject to the operational needs of the home department and shall not be unreasonably withheld. The department administrator’s decision shall not be grievable. Any grievance regarding the withholding of such approval shall be commenced at Step 2.

In all circumstances and at all times, an employee may choose not to accept the overload course(s).

Employees may provide services (other than teaching a courses) beyond their 40-hour week in either their home department or in another department at the University that are not functionally related to the requirements of their regular positions and shall be paid at the rate determined by the Director of Compensation, in consultation with the department administrator in the department where the service(s) is performed. Such assignment(s) requires that the home department be informed and approve of the additional assignment(s). Such approval shall be subject to the operational needs of the home department and shall not be unreasonably withheld. The department administrator’s decision shall not be grievable. Any grievance regarding the withholding of such approval shall be commenced at Step 2.

Librarians. The base salary of librarians receiving a promotion in librarian rank will be augmented according to the following schedule, after the addition of any other negotiated base salary increases:

Assistant Librarian (salary grade 6) to Sr. Assistant Librarian (salary grade 6) - $3,000
Sr. Assistant Librarian (salary grade 6) to Associate Librarian (salary grade 7) - $4,200
Associate Librarian (salary grade 7) to Librarian (salary grade 8) - $6,000

Article XVII - Insurance. Current health and disability benefits, including health, vision, dental, and the Employee Assistance Program, shall be maintained through June 30, 2012.

(Beginning July 1, 2012): The University will make available to eligible full time employees and part time employees, pursuant to Article 18, with an appointment of six (6) months or longer a comprehensive program of employee health benefits including medical, prescription drug, dental, vision and long-term disability coverage and an employee assistance plan.
The University will extend medical, prescription drug, dental, vision coverage and the employee assistance plan benefits equivalent to those provided to the spouses of employees to the registered same-sex domestic partners of bargaining unit employees who have filed an “Affidavit of Domestic Partnership” with the Department of Human Resources Development and Labor Relations. The granting of such benefits by the University must be consistent with all other provisions and limitations of this Agreement and with applicable laws and regulations.

**Employee Premium Contributions.** During the term of this agreement, the total cumulative amount of employee premium contributions for the medical, prescription drug, dental, vision and long-term disability plans will not exceed twenty percent (20%) of the total cumulative cost of those plans. The total cumulative cost of the medical, prescription drug, dental and vision plans will be established by the University at the beginning of each plan year – the July 1, 2012 through June 30, 2013 and July 1, 2013 through June 30, 2014 benefit plan years respectively -- based on the full premium rates (or for self-insured plans rates equivalent to a fully insured rate, e.g. the COBRA rate) for each plan added together. The University will determine the amount, allocation and differentiation of employee premium contributions among its various health plan offerings (medical, prescription drug, dental and vision plans) for each plan year: July 1, 2012 through June 30, 2013 and July 1, 2013 through June 30, 2014 respectively.

**Level of Benefit.** During the term of this agreement, the level of benefit of the University’s medical, prescription drug, dental and vision plans shall be maintained at a cumulative value of not less than ninety percent (90%) of the cumulative value of those plans as of July 1, 2011. The cost of these plans will be determined by the University prior to the start of each plan year -- July 1, 2012 through June 30, 2013 and July 1, 2013 through June 30, 2014 respectively -- based on the premiums for fully insured plans (or for self-insured plans rates equivalent to fully insured rates, e.g. COBRA rates) if available, the claims experience of each plan, enrollment, and fixed costs during the most recent 12 month period and projected forward with generally-accepted health care inflation assumptions to the next benefit plan year. The University will determine the plan design and resulting level of benefit of its various health plan offerings (medical, prescription drug, dental and vision plans) for each plan year: July 1, 2012 through June 30, 2013 and July 1, 2013 through June 30, 2014 respectively.

Prior to determining the amount, allocation and differentiation of full time and part time employee premium contributions and changes in plan design and level of benefit of its various health plan offerings (medical, prescription drug, dental and vision plans), the University will confer with and consider the recommendations of the labor-management healthcare committee.

**Wellness Incentives.** Beginning with the July 1, 2012 through June 30, 2013 plan year, the University will introduce incentives for employees enrolled in the medical benefit plans based on wellness program participation and established individual wellness program outcomes. The University will provide financial support for the implementation of a comprehensive wellness program including the creation of the position of Wellness Coordinator to support the engagement of faculty, staff and their families in establishing a sustainable culture of wellness on campus.

**Other.** Prior to the open enrollment period for the July 1, 2012 through June 30, 2013 plan year, the University will confer with and consider the recommendations of the labor-management healthcare committee, if any, regarding a salary-based or other equitable method for the allocation of employee premium contributions for the medical benefit plans.
**Article 22 – Paid Leaves.** An employee transferring from another State of Ohio agency to CSU may transfer a maximum of 80 hours of accumulated sick leave credits (currently accumulated sick leave credits as allowed by law). An employee who transfers from CSU to another Ohio Public Agency will be provided with certification of his/he remaining sick leave credits.

- An employee who enrolls in the Sick Leave Bank while on an approved sick leave may not request the Sick Leave Bank benefit for that approved sick leave.
- Time from the Sick Leave Bank may be granted because of continuous absence or intermittent absence as administered under the University’s FMLA Policy, due to non-work-related and non-chronic condition resulting from a catastrophic accident, injury or illness of the qualified employee or member of the qualified employee’s immediate family for whom the qualified employee is the primary caretaking. Conditions caused by incidents covered by workers’ compensation are not eligible for Sick Leave Bank time.

**Article 23 – Unpaid Leaves.** The University shall continue to meet and comply with the requirements of the Family and Medical Leave Act of 1993, but contract language referring specifically to the definitions, eligible employee entitlements, resolution of conflicting opinions, and other such similar provisions have been removed from the contract and can be found on the HRD web site.

**Article 25 – Seniority.** *The Union and the University agreed on the following definition for Seniority – the changes are in bold:*

“Seniority for a full-time employee (including academic year employees) or part-time employee shall be that employee’s uninterrupted length of continuous service from the original date of hire with the University in a position that is currently in the SEIU bargaining unit. Seniority for a part-time employee shall be prorated in accordance with full-time equivalency. Temporary employees in their current positions who become members of the SEIU bargaining unit after one year in those positions, in accordance with Article II (Recognition), shall be credited with seniority from the date of hire in the temporary position.

Employees hired prior to the ratification of the SEIU contract in May 2000 shall be credited for all University service in any regular full-time or part-time position from their date of hire to May 2000, unless service was broken. Beginning with May 2000, only SEIU bargaining unit service time will count and will be added to service credit prior to May, 2000.

Any employee who leaves the SEIU bargaining unit for a non-SEIU represented position with the University and who subsequently returns to an SEIU represented position shall have his or her previous SEIU seniority reinstated provided there was no break in service with the University. Time spent in non-bargaining unit supervisory/administrator positions outside the SEIU bargaining unit shall not be credited for SEIU bargaining unit seniority purposes.”

Most senior employee status for the President, Vice President, Secretary, and the Grievance Chair of the Union during their terms of office has been eliminated.

**Article 26 – Position Changes and Posting.** The job posting period has been reduced from a minimum of 10 working days to a minimum of seven working days.

(New) “There are times when the University may need to fill a vacancy on an expedited basis due to a pressing operational need or the immediate availability of a highly qualified potential applicant pool. At its discretion, the University may use a candidate selection process that is different than the search committee process described [below].
The University will use the alternate candidate selection process sparingly and provide advance notice and supporting rationale to the District 1199 Executive Board Member/Chair. The first year’s application of this provision will be discussed at a Labor/Management Committee Meeting.”

Language regarding Search Committee processes has been streamlined. An employee awarded a position through the posting procedures shall be transferred to that position on a date that is based on the needs of both affected departments but not later than 30 calendar days.

During the trial period (30 days) of an employee awarded a new position, the employee may be reassigned or elect to return to her/his former position only upon mutual agreement of the employee and the former department/unit head.

**Article 27 – Layoff, Bumping, Recall.**

**Layoff Procedure.** Under current language, the University shall first lay off non-bargaining unit temporary employees, then probationary employees, followed by part-time employees, all within the same job classification and within the affected department(s). If further reductions are required, employees in the affected job classification(s) shall be laid off as follows:

- “any employees in the affected classification who have active discipline at the suspension (whether a working suspension or unpaid suspension) level or covered by a “last chance agreement” for conduct other than that covered by Article “___” (substance abuse provisions), or any employees who have an overall performance evaluation rating below standards (i.e. a “needs improvement” rating or below) for the two most recent performance evaluation rating periods.” As per the current contract, if further reductions are required, employees in the affected job classification(s) shall be laid off in the inverse order of seniority.

Student employees shall not be used to perform significant components of the position of a laid off employee (current). (New) It is agreed that this provision shall not apply to students, whether paid or unpaid, performing work in internships, graduate assistantships, practicums or through other programs whose primary purpose is to satisfy a degree requirement.

In Section 3 (Bumping Procedure) F & G, there are provisions for affected employees eligible to bump to do so laterally or to bump down, respectively. One of the parameters was that an eligible employee could bump in the same salary grade in a different classification or could bump down if the employee has worked in that classification at any time prior to the employee’s assignment to her/his current position.

These two provisions have been modified so that in order for an employee to be able to bump into a different classification in the same salary grade in a different department, or to a position that the employee has worked in a lower grade, the employee’s experience has to be as a regular employee (i.e., not as a temporary transferee, etc.) at any time during the 3 year period immediately prior to the employee’s assignment to his/her current position.

**Article 28 – Temporary Transfers.** Temporary transfers from one job classification to another shall not exceed 6 months (was 45 work days), except under certain circumstances in which the transfer may extend for up to 1 year (current).
**Article 29 – Subcontracting/Contracting Out.** Expands definition of when the University can subcontract/contract out to include: achieve cost-savings; participate in initiatives for shared services arrangements, council of governments, other public-public or public-private partnerships and consortiums...or as otherwise may be provided for in Article 5, Managements Rights (that language is similar to this).

- We have firmed up notification language as well as a process and timelines for the Union to have an ability to try to maintain the work in the bargaining unit and provide alternatives for the University’s consideration.

**Article 30 – Workload.** Changes to Section 1 as follows:

Section 1. Workload of Professional Staff Who Do Not Teach.

A. The University reserves the right to determine work assignments for each position. The distribution of work assignments will be made in the discretion of supervision based upon consideration of classification level, employee qualifications, and organizational needs. Nothing in this Agreement shall limit a supervisor’s ability to assign an employee work outside his/her classification to meet immediate operational needs.

B. If an employee believes that her/his workload is excessive, the employee shall meet with her/his supervisor to resolve the issue. At the request of the employee, a Union representative may be present at the meeting.

C. Nothing herein shall limit the Administration’s right to assign employees to a project team or workgroups wherein the team members may be required to assume different roles and/or perform duties outside of their job description. The assignment shall not be considered a temporary transfer. The applicability of additional compensation will be made at the discretion of the Director of Compensation or designee at the beginning of the project or upon its conclusion.

C. If the workload issue remains unresolved, the employee may take the issue to the Vice President for Business Affairs and Finance or designee. At the request of the employee, a Union representative may be present at the meeting.

**Article 31 – Off-Campus Work Assignments.** An employee who may be required to work at an alternate location(s) away from the main University campus as part of his/her regular job duties shall not be eligible for travel expense reimbursement if this requirement is communicated to the employee at the time of an initial employment offer or promotional offer unless it is provided for in his/her letter of appointment or any renewal thereof.

Employees who occasionally are assigned to work at an alternate location(s) outside the main University campus (e.g., recruiters, advisors, admission counselors) shall be reimbursed as per the current contract and standard University policies governing travel.

**Article 32 – Teaching, Publishing and Use of Social Media.**

“University computers are to be used for university-related business purposes. It is appropriate to review and post to social media sites at work if the information sought and your comments are directly related to accomplishing work goals, such as seeking sources of information or working with others to resolve a problem. You should maintain your personal sites on your own time using non-University computers.”

“As public officials” under the Ohio Revised Code and members of the University community, employees should remember that the public may judge the University by their
utterances whether published orally, in writing or posted online along any associated graphic images. Therefore, employees at all times should be accurate, exercise appropriate restraint, show respect for the opinions of others and should make every effort, where appropriate, to indicate that they are speaking as individuals and not on behalf of the University.

**Article 34 – Consulting and Extramural Employment.** No employee shall be permitted to undertake any extramural employment during scheduled hours of employment without prior written approval. In no instance may an employee receive their regular pay for time spent in any extramural employment; the employee must use compensatory time, if any, vacation time or unpaid leave time.

**Article 36 – Training and Professional Development.** The career development program for our bargaining unit is still in effect in the amount of up to $6,000 for each fiscal year of the contract. Any unused funds from a fiscal year appropriation shall be carried forward to the next year of the agreement up to a maximum 2 year accrual. Program guidelines have been expanded to include eligibility requirements that support student or employee engagement and retention. Additionally, collaboration with other departments or program areas will be encouraged and outlined in the program guidelines.

**Article 37 – Tuition Remission.** The University will not cover fees for employees to participate in premium-priced programs, e.g. AMBA, EMBA, DMP programs.

- In the event an appointment is terminated as a result of a reduction of force, eligibility is continued for a period of two semesters provided the employee has been attending Cleveland State University as a student enrolled in a degree granting program during the two academic terms immediately preceding the termination of employment.

**Article 49 – Duration.** This is a 3-year contract which expires on September 30, 2014.

**Article _____ - Mandatory Furloughs.**

The Union has agreed that the University may implement mandatory furloughs to achieve spending reductions necessitated by institutional budget deficits.

- Any mandatory furlough policy shall be limited in duration to the minimum number of furlough days necessitated by institutional budget deficits and only after the University has explored other cost-cutting alternatives and the means of initiating mechanisms for generating additional revenue. The maximum number of furlough days allowed during fiscal years 2013 and 2014 respectively shall not exceed 5 unpaid days per fiscal year.

- The parties have laid out notification and impact bargaining provisions in this provision.
- Nothing in this article prohibits the parties from meeting to discuss the possibility of allowing additional unpaid furlough days in any fiscal year(s) to avoid or reduce the impact of mass layoffs.
Side Letter of Agreement. “Bargaining proposals relating to the research staff supporting the work of a Research Faculty member shall be deferred to the 2014 negotiation of a successor collective bargaining agreement. Unless and until the parties agree to a different result, these positions shall be classified as non-bargaining unit professional staff. This shall not affect any positions currently classified as included in the SEIU bargaining unit.”

Side Letters on Substance Abuse and Security and Security Cameras. – These will be incorporated as Articles in the contract.

Article 43 – Reorganizing/Restructuring and Article 44 - Committees/Task Forces have been deleted from the contract.

Article 41 – Associate of the University Status and Article 45 – Miscellaneous (includes Library, Parking Facilities, Recreation Facilities, University Postage, Conflict of Interest and RTA Commuter Advantage Program – have been removed from contract and are part of University policies and procedures.

Several more side letters of agreement that no longer apply or have been incorporated into the contract have been deleted.