

**Agreement Between**  
**The Board of Trustees**  
**of**  
**The California State University**  
**and the**  
**California Federation of the Union of**  
**American Physicians and Dentists**

*Unit 1 - Physicians*

**July 1, 1998 - June 30, 2001**

	<p><b>THE CALIFORNIA STATE UNIVERSITY</b> <b>OFFICE OF THE CHANCELLOR</b> <b>400 GOLDEN SHORE</b> <b>LONG BEACH, CALIFORNIA 90802-4275</b></p>
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## PREAMBLE

This Agreement is entered into pursuant to provisions of the Higher Education Employer-Employee Relations Act by and between the Trustees of The California State University, hereinafter referred to as the CSU or Employer, and the California Federation of the Union of American Physicians and Dentists, hereinafter referred to as the Union.

It is the purpose of this Agreement to set forth the wages, hours of employment, and other items and conditions of employment for members of the bargaining unit.

## ARTICLE 1

### RECOGNITION

- 1.1 The Trustees of The California State University do hereby recognize the California Federation of the Union of American Physicians and Dentists as the exclusive representative of all employees of the Employer in classifications set forth below as determined by PERB, excluding all management, supervisory and confidential employees.

#### Unit 1 Classifications

0605 Veterinarian I  
0608 Veterinarian II  
7737 Physician

## ARTICLE 2

### DEFINITIONS

- 2.1 Bargaining Unit - The term "bargaining unit" as used in this Agreement refers to the bargaining unit defined in Article 1, Recognition.
- 2.2 Calendar Year - The term "calendar year" as used in this Agreement refers to the period of time between January 1 and December 31.
- 2.3 Campus - The term "campus" as used in this Agreement refers to one university or college and all its facilities which is a member institution of The California State University. The term "campus" shall also refer to the Office of the Chancellor, when appropriate.

- 2.4 Chancellor - The term "Chancellor" as used in this Agreement refers to the chief executive officer of The California State University or his/her designee.
- 2.5 CSU - The term "CSU" as used in this Agreement refers collectively to the Trustees, the Office of the Chancellor, and the universities and colleges.
- 2.6 Day - The term "day" as used in this Agreement refers to a calendar day.
- 2.7 Director/Administrator - The term "Director/Administrator" as used in this Agreement refers to the Director of Student Health Services or an Administrator designated by the President as having managerial responsibility for the Student Health Services.
- 2.8 Employee - The term "employee" as used in this Agreement refers to a bargaining unit member who is a full-time employee, a part-time employee, a probationary employee, a permanent employee, or a temporary employee.
- a. Full-Time Employee - The term "full-time employee" as used in this Agreement refers to a bargaining unit employee who is serving in a full-time appointment.
  - b. Part-Time Employee - The term "part-time employee" as used in this Agreement refers to a bargaining unit employee who is serving in less than a full-time appointment.
  - c. Probationary Employee - The term "probationary employee" as used in this Agreement refers to a full-time bargaining unit employee who has received a probationary appointment and is serving a period of probation.
  - d. Permanent Employee - The term "permanent employee" as used in this Agreement refers to a bargaining unit employee who has been awarded permanent status and is serving in a permanent appointment.
  - e. Temporary Employee - The term "temporary employee" as used in this Agreement refers to a bargaining unit employee who is serving in a temporary appointment for a specified period of time.
- 2.9 Fiscal Year - The term "fiscal year" as used in this Agreement refers to the period of time between July 1 and June 30.
- 2.10 Parties - The term "parties" as used in this Agreement refers to the CSU and the California Federation of the Union of American Physicians and Dentists.

- 2.11 President - The term "President" as used in this Agreement refers to the chief executive officer of a university or college or his/her designee.
- 2.12 Trustees - The term "Trustees" as used in this Agreement refers to the Board of Trustees of The California State University.
- 2.13 Union - The term "Union" as used in this Agreement refers to the California Federation of the Union of American Physicians and Dentists.
- 2.14 Union Representative - The term "Union Representative" as used in this Agreement refers to a person who has been officially designated in writing as the Union Representative.
- 2.15 Workday - The term "workday" as used in this Agreement refers to the hours an employee is scheduled for work on any one calendar day.
- 2.16 Worktime - The term "worktime" as used in this Agreement refers to time spent in compensated employment except time spent on all paid disability leaves and workers' compensation.

### ARTICLE 3

#### EFFECT OF AGREEMENT

- 3.1 This Agreement constitutes the entire Agreement of the Trustees and the Union, arrived at as a result of meeting and conferring.
- 3.2 This Agreement supersedes all previous agreements, understandings and prior practices related to matters included within this Agreement. It is understood that all items relating to employee wages, hours and other terms and conditions of employment not covered by this Agreement shall remain at the discretion of the Employer, except that the Employer shall provide notification to the Union prior to the implementation of such systemwide changes affecting the working conditions of employees. Upon written request of UAPD, the CSU shall meet and confer on the demonstrable impact of such changes.
- 3.3 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as provided elsewhere in this Agreement, the CSU and the Union, for the life of this Agreement, each voluntarily and unqualifiedly

waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

#### **ARTICLE 4**

##### **SAVINGS CLAUSE**

- 4.1 If, during the life of this Agreement, any provision(s) contained herein is or shall be determined to be contrary to law by a court of competent jurisdiction, the Public Employment Relations Board, or invalidated by an act of the Legislature, such provision(s) shall immediately be invalid. All other provisions of this Agreement shall, to the extent permitted by law, remain in full force and effect.
- 4.2 No later than sixty (60) days after a request by either party to meet and confer, negotiations regarding a substitute provision(s) for the invalidated provision(s) shall commence.

#### **ARTICLE 5**

##### **MANAGEMENT RIGHTS**

- 5.1 The CSU retains and reserves unto itself, without limitation, whether exercised or not, all powers, rights, authorities, duties, and responsibilities which have not been specifically abridged, delegated or modified by this Agreement.

#### **ARTICLE 6**

##### **UNION RIGHTS**

##### **Union Representation**

- 6.1 There shall be no more than one (1) steward designated by the Union from among bargaining unit employees at each campus. In addition, union officers and staff will be designated by the Union as Union Representatives. The

Union shall, within fourteen (14) days of the execution of this Agreement and subsequently thereafter as needed, advise the President and the Office of the Chancellor in writing of the names of union stewards, officers and staff who are authorized to represent the Union.

- 6.2 Union stewards at each individual campus shall have the authority to represent the members at their particular campus only in matters related to representation, investigation and presentation of grievances in accordance with the provisions of this Agreement. Stewards may also request to meet with the appropriate administrator on campus to discuss bargaining unit issues related to the implementation of this Agreement. Stewards shall not have the authority to represent the Union in any matters of systemwide concern.
- 6.3 The appropriate administrator shall as a courtesy be notified of the presence of a Union Representative who is not a campus employee either upon his/her arrival at the campus or by telephone in advance of arrival.
- 6.4 Union business shall not be conducted during worktime and shall not adversely affect campus programs or operations.
- 6.5 A reasonable number of employees designated by the Union as Union Negotiation Committee Members shall be granted reasonable periods of release time for participating in meet and confer sessions. The CSU shall not be required to grant release time to more than three (3) employees at any one time or to more than one (1) employee from any individual campus. Release time shall not include any compensation beyond an employee's straight-time rate of pay. Requests for release time shall be made reasonably in advance of the negotiating session and shall be made directly to the Office of the Chancellor. Such requests shall include the employee's name, campus, date(s) to be released, and the hours the employee is scheduled to work on the respective day(s).
- 6.6 Upon request of the Union, the CSU shall provide at no cost adequate facilities not otherwise required for campus business for union meetings that may be attended by an employee during non-worktime.
- 6.7 The Union shall bear the cost of all campus materials and supplies incident to any union meeting or union business conducted on campus.
- 6.8 The term "no cost" as used in this Article shall be exclusive of actual overtime costs or extraordinary clean-up costs incurred by the CSU in complying with the provisions of this Article. Such overtime costs shall be borne by the Union. When the meeting request is submitted and the Union inquires, the CSU shall inform the Union whether or not costs shall be charged.

### Designated Bulletin Boards

- 6.9 The Union shall have the use of an adequate number of designated bulletin boards for the posting of union material. Such bulletin boards shall be visible, accessible to employees and in areas frequented by employees.
- 6.10 All posted material shall be simultaneously delivered to the President and shall bear Union identification and be dated.
- 6.11 It shall be the responsibility of the Union to remove outdated posted material.
- 6.12 The Union should exercise responsibility for the content of such union material.

### Employee Lists

- 6.13 The campus Personnel Office shall provide to the Union upon request a monthly list of all employees new to the bargaining unit. Such lists shall contain names and work locations and shall be provided at no cost to the Union.

### Information

- 6.14 Upon request of the Union, employee lists and public information shall be provided to the Union in a timely manner. An employee's home address shall not be released to the Union unless so authorized by the employee. The cost of such employee lists and public information shall be borne by the Union.
- 6.15 The CSU shall print and provide to the Union one (1) copy of this Agreement for each employee. The costs of producing an adequate number of copies of this Agreement shall be borne equally by the parties.

### Union Security

- 6.16 It is the intent of this Article to provide for payroll deduction of the dues of Union members to be deducted from their pay warrants insofar as permitted by law. The CSU agrees to deduct and transmit to the Union all authorized deductions from all Union members within the bargaining unit who have signed and approved authorization cards for such deduction on a form provided by the Union, less necessary administrative costs incurred by the State Controller.
- 6.17 The written authorization for union deduction shall remain in full force and effect during the life of this Agreement provided, however, that any employee

may withdraw from the Union by sending a withdrawal letter to the Union within thirty (30) calendar days prior to the expiration of this Agreement.

- 6.18 The amount of dues deducted from the Union members' pay warrants shall be set by the Union and changed by the CSU upon written request of the Union.
- 6.19 Employees shall be free to join or not to join the Union.
- 6.20 The Union agrees to indemnify, defend, and hold the CSU harmless against any claim made of any nature and against any suit instituted against the CSU arising from its payroll deduction for the union dues and deductions.

## ARTICLE 7

### CONCERTED ACTIVITIES

- 7.1 Employees shall not engage in strike or any other concerted activity which would interfere with or adversely affect the operations or mission of the CSU.
- 7.2 The Union shall not promote, organize, or support any strike or other concerted activity which would interfere with or adversely affect the operations or mission of the CSU.
- 7.3 The Union shall notify employees of such prohibitions.
- 7.4 The CSU agrees that it will not lockout any bargaining unit employee(s).

## ARTICLE 8

### GRIEVANCE PROCEDURE

#### Definitions

- 8.1 Complaint - The term "complaint" as used in this Article shall refer to a concern of an employee which arises from the application of a term of this Agreement.
- 8.2 Grievance - The term "grievance" as used in this Article refers to a written allegation by an employee(s) that there has been a violation of a specific term of this Agreement.

- 8.3 Grievant - The term "grievant" as used in this Article refers to:
- a. a permanent employee;
  - b. a probationary employee; and
  - c. a temporary employee who has been appointed for more than sixty (60) days who alleges in a grievance that he/she has been adversely affected by a violation of a specific term of this Agreement. The term "grievant" as used in this definition may also refer to the Union when the Union alleges a violation of union rights, as provided for anywhere in this Agreement.
- 8.4 Immediate Supervisor - The term "immediate supervisor" as used in this Article refers to the appropriate nonbargaining unit supervisory or management person to whom the employee is administratively accountable.
- 8.5 Representative - The term "representative" as used in this Article shall be a bargaining unit employee or representative of the exclusive representative who, at the grievant's request and expense, may be present at Levels II through IV. Representation of the employee at Level V shall be by the exclusive representative.
- 8.6 Respond and File - The terms "respond" and "file" as used in this Agreement refer to personal delivery or deposit in the U.S. mail. If mail delivery is used, it shall be by certified, return receipt requested mail and the certified receipt date shall establish the date of response or filing. If personal delivery is used, the calendar date of delivery shall establish the date of response or filing.

#### Level I - Informal

- 8.7 An employee shall have the right to present a complaint and to have the complaint considered in good faith. The employee shall discuss the complaint with the immediate supervisor no later than fourteen (14) days after the event giving rise to the complaint, or no later than fourteen (14) days after the employee knew or reasonably should have known of the event giving rise to the complaint.
- 8.8 The employee, whenever possible, shall attempt to resolve the complaint informally with the immediate supervisor. The immediate supervisor shall provide a verbal response as soon as possible after the Level I meeting. A resolution of the complaint at the informal stage shall not be precedent setting.

## Level II - Formal

- 8.9 If the complaint is not resolved through Level I informal discussions, the grievant may file a Level II grievance with the immediate supervisor no later than fourteen (14) days after the Level I meeting. The grievant shall state clearly and concisely on a grievance form provided by the CSU:
- a. the specific term of the Agreement alleged to have been violated;
  - b. a detailed description of the specific grounds of the grievance including names, dates, places, and times necessary for complete understanding;
  - c. the remedy sought;
  - d. the name and classification of the grievant and his/her signature;
  - e. the name of the Union Representative and union steward, if appropriate; and
  - f. the date of submission.
- 8.10 The immediate supervisor shall hold a meeting with the grievant at a mutually acceptable time and location no later than fourteen (14) days after the receipt of the grievance. The immediate supervisor shall respond to the grievant within fourteen (14) days of the Level II meeting.

## Level III

- 8.11 In the event the grievance is not settled at Level II, the grievant may file the Level III grievance with the President no later than fourteen (14) days after the Level II response. The grievant shall include in the grievance a written statement indicating the reason the Level II response was unsatisfactory. Within fourteen (14) days after receipt of the Level III filing, the President shall hold a meeting with the grievant at a mutually acceptable time and location. The President shall respond to the grievant no later than twenty-one (21) days after the Level III meeting.
- 8.12 The grievant shall present at Level III all issues and evidence known, or which could have been reasonably known, related to the grievance. No additional issues, amendments and/or modification to the grievance may be presented or made by the grievant after the Level III filing date.
- 8.13 Prior to the Level III response date, the parties may waive by mutual agreement all procedures at Level III and expedite the grievance to Level IV.

Level IV time limits shall commence on the date the agreement to expedite was reached.

#### Level IV

- 8.14 In the event the grievance is not settled at Level III, the grievant may file a Level IV grievance with the Office of the Chancellor no later than fourteen (14) days after the receipt of the Level III response.
- 8.15 A designated individual in the Office of the Chancellor and the representative of the grievant shall schedule a conference at a mutually acceptable time and location for the purpose of reviewing the matter. The designated individual in the Office of the Chancellor shall respond no later than twenty-one (21) days after the conference.

#### Level V - Arbitration

- 8.16 In the event the grievance is not settled at Level IV, no later than twenty-one (21) days after receipt of the Level IV response, the Union may submit the grievance to arbitration by giving written notice to that effect by certified mail, return receipt requested, directed to the Office of the Chancellor. The Union and the Office of the Chancellor shall either agree on a mutually agreeable arbitrator or shall jointly request the American Arbitration Association to supply a list of names pursuant to its rules.
- 8.17 Upon receipt of the names of proposed arbitrators, the parties shall alternately strike names from the list until one (1) name is ultimately designated as the arbitrator. The decision as to which party strikes first shall be determined by lot.
- 8.18 Contract interpretation 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. Such cases shall be scheduled for arbitration prior to the scheduling of any grievances with no continuing financial back pay liability, or any grievances which do not allege an unsafe work environment.
- 8.19 The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply at Level V except when the specific language of this Agreement is in conflict, in which case the specific language of the Agreement shall apply.
- 8.20 If an arbitrability question exists, the arbitrator shall determine the arbitrability question prior to hearing the merits of the grievance. The arbitrator may

proceed to hear the merits of the grievance prior to meeting the requirements of provision 8.21h below.

- a. When the grievance is found not arbitrable, the grievance shall be deemed null and void.
- b. When the grievance is found arbitrable, the arbitrator shall hear the merits of the grievance.
- c. Provision b. above shall not prohibit the parties from mutually agreeing to a second arbitration hearing on the merits of the grievance or from mutually agreeing to select a second arbitrator to hear the merits of the grievance.

8.21 It shall be the function of the arbitrator to rule on the specific grievance. The arbitrator shall be subject to the following limitations:

- a. The arbitrator's award shall be based solely upon the evidence and arguments appropriately presented in the hearing and upon any post-hearing briefs.
- b. The arbitrator shall have no power to alter, add to, detract from or amend the provisions of this Agreement.
- c. The arbitrator shall not consider any issues not raised by the parties at Level IV of this Article. The arbitrator shall not consider any evidence which was known and not raised by the parties at Level IV of this Article.
- d. An arbitrator shall not make an award which will supersede the substance of the President's professional judgment on a matter within his/her responsibilities pursuant to this Agreement.
- e. The award of the arbitrator may or may not include back pay less any compensation that the employee received, including unemployment compensation. Under no circumstances may interest be included in an award.
- f. Under no circumstances may an arbitrator make a recommendation which either expressly or in effect recommends promotion or permanent status for an employee.
- g. The standard of review for the arbitrator is whether the CSU violated, misinterpreted or misapplied a specific term of this Agreement.

- h. The arbitrator's award shall be in writing and shall set forth his/her findings, reasonings and conclusions on the issues submitted.
- 8.22 The arbitrator's award shall be final and binding upon both parties.
- 8.23 Each party shall bear the expenses of preparing and presenting its own case. Expenses, wages and other compensation of any witnesses called before the arbitrator shall be borne by the party calling such witnesses. The cost for the services of the arbitrator shall be borne equally by both parties.
- 8.24 Any grievance filed into arbitration shall be considered withdrawn by the Union if it has not been scheduled for an arbitration hearing within sixty (60) days of the filing to arbitration from Level IV.

### General Provisions

- 8.25 Failure of the grievant to comply with the time limitations of this Article shall render the grievance null and void and bar subsequent filing of this grievance. Failure by the appropriate administrator, President or designated individual in the Office of the Chancellor to timely respond under this Article shall permit the grievance to be filed at the next level.
- 8.26 Time limits set forth in this Article may be extended by mutual agreement.
- 8.27 In cases where it is necessary for the grievant or his/her representative to have access to information for the purpose of investigating a grievance, the grievant or his/her representative shall make a written request for such information to the appropriate administrator.
- 8.28 The processing of grievances filed and unresolved prior to the effective date of this Agreement shall proceed under the provisions of the grievance procedure as amended by this Agreement.
- 8.29 A decision by the Union to submit a grievance to arbitration shall automatically be a waiver of all other remedies except as provided otherwise by statute.
- 8.30 A grievance settled prior to arbitration shall not be precedent setting.
- 8.31 A grievant may withdraw a grievance at any time. The grievant shall not file any subsequent grievance on the same alleged incident.
- 8.32 The parties, by mutual agreement, may consolidate grievances on similar issues at any level.

- 8.33 Prior to filing a grievance, the potential grievant and representative, if any, shall each be provided with a reasonable amount of release time (normally one (1) hour) for grievance preparation, and reasonable time for grievance presentation at the Informal Level.
- 8.34 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.
- 8.35 Both parties agree that all grievance files shall be confidential. Both parties agree that specific statements made and records used in grievance meetings shall be confidential.
- 8.36 An employee may present grievances and have such grievances adjusted without the intervention of the Union as long as adjustment is reached prior to Level V; provided such adjustment is not inconsistent with the terms of this Agreement; and provided that the Employer 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.
- 8.37 A grievance may be initially filed at a level higher than Level I by mutual agreement of the grievant and the CSU.

## **ARTICLE 9**

### **PERSONNEL FILE**

- 9.1 One (1) official personnel file shall be maintained for each employee in an office designated by the President for that purpose. The term "personnel file" as used in this Agreement shall refer to the one (1) official personnel file.
- 9.2 An employee may request an appointment for the purpose of inspecting his/her personnel file. Such request shall be honored subject to reasonable conditions relating to time and place.
- 9.3 An employee may be accompanied by a person of his/her choice when inspecting his/her personnel file.
- 9.4 An employee may submit a rebuttal statement to material in his/her personnel file which shall be placed in the employee's personnel file.
- 9.5 If, after examination of his/her records, an employee believes that any portion of the material is not accurate, relevant or complete, the employee may request

in writing to the President correction of the record. The request shall include a written statement by the employee describing corrections that he/she believes should be made, and the facts and reasons supporting such request. Such request shall become part of the personnel file, except in those instances in which the disputed material has been removed from the file.

- 9.6 Within twenty-one (21) days of an employee's request for correction of the record, the President shall notify the employee in writing of his/her decision regarding the request. If the President denies the request, he/she shall state the reason(s) for denial in writing, and this written statement shall be sent to the employee. If the President grants the request for correction of the record, however, the record shall be corrected. The employee shall be sent a copy of the corrected record and a written statement that the incorrect record in question has been permanently removed from the employee's personnel file.
- 9.7 Personnel recommendations or decisions relating to the promotion, retention, termination or any other personnel action of a disciplinary or pre-disciplinary nature shall be based primarily on material contained in the employee's personnel file and open to the employee's inspection. If a personnel recommendation or decision is based on any reasons not contained in the employee's personnel file, the party making the recommendation or decision shall commit those reasons to writing, and the written statement of those reasons shall become part of the employee's personnel file. The employee shall receive a copy of any material which could lead to a personnel action at least five (5) days prior to placement in the personnel file.
- 9.8 An individual employee's attendance and payroll records maintained separately from the personnel file may be reviewed by the employee upon request.
- 9.9 An employee shall have the right of access to reports, documents, correspondence, and other material officially maintained in his/her campus personnel file. Employees shall have the right of access to pre-employment materials only in the instance when such material is used in a subsequent personnel action.
- 9.10 The employee shall, within four (4) days of his/her written request, be provided an exact copy of all or any portion of materials in the employee's personnel file. The employee shall bear the cost of duplicating such materials.

## ARTICLE 10

### PRE-DISCIPLINE

#### Reprimands

- 10.1 An employee may receive from the administration an oral and/or written reprimand. Reprimands shall be provided in a timely and confidential manner.
- 10.2 An employee may request a conference with the administrator who issued the reprimand to discuss the reprimand. Such a request shall not be unreasonably denied. The employee may be represented at such a conference by another employee or a Union Representative.
- 10.3 A written reprimand shall be placed in the official personnel file of the affected employee. The employee shall have the opportunity to sign said reprimand indicating he/she has read the document.
- 10.4 An employee shall have the right to attach a rebuttal statement to a written reprimand in his/her official personnel file.
- 10.5 Upon the employee's request and three (3) years from its effective date, a reprimand in the personnel file shall be permanently removed. If a notice of disciplinary action has been served on the employee and such a reprimand is related to the disciplinary action, this provision shall not be implemented.
- 10.6 Reprimands shall not be subject to Article 8, Grievance Procedure, unless the grievant alleges the terms of this Article have been violated, misinterpreted or misapplied.

#### Temporary Suspension

- 10.7 The President may temporarily suspend with pay an employee for reasons related to (a) the safety of persons or property or (b) the prevention of the disruption of programs and/or operations.
- 10.8 The President shall notify the employee of the immediate effect of a temporary suspension. The exclusive representative (UAPD) shall be provided with a copy of said notice.
- 10.9 The President may terminate or extend a temporary suspension and shall so notify the employee.

- 10.10 Unless earlier terminated by the President, a temporary suspension including any extension of a temporary suspension shall automatically terminate upon the service of formal notice of disciplinary action or thirty (30) days after its commencement, whichever first occurs.
- 10.11 Temporary suspensions shall not be subject to Article 8, Grievance Procedure, unless the grievant alleges the terms of this Article have been violated, misinterpreted or misapplied.

#### Notice of Disciplinary Action

- 10.12 Any notice of disciplinary action shall be served on the employee by the appropriate administrator in person or by certified mail at the employee's last known address.

### ARTICLE 11

#### EMPLOYEE STATUS

##### Appointment

- 11.1 Appointments shall be made by the President.
- 11.2 Appointments may be temporary, probationary or permanent. Appointments shall be made through official written notification by the President. Such notification shall include the class title and timebase to which the employee is being appointed, the initial salary, the employment status of the employee, and the effective date of the appointment. A temporary appointment shall specify the expiration date of the appointment and that the appointment may expire prior to that date. No employee shall be deemed to be appointed in the absence of such official written notification from the President.
- 11.3 A new employee is normally appointed at the minimum of the salary range established for the class and published in the CSU Salary Schedule. The President may make an initial appointment at a higher salary within the salary range up to the Service Maximum as set forth in Appendix A.

##### Appointment to Another Campus

- 11.4 When a vacancy for a Physician occurs at any campus, notice shall be posted for a period of at least fourteen (14) days at each Student Health Center. Vacancy announcements for Veterinarians shall be posted for at least

fourteen (14) days at the campus. An employee may apply for a vacant position for which he/she is qualified at any CSU campus. Such applications, along with applications of other qualified persons, shall be considered by the President.

11.5 The person selected for appointment to a vacant position shall be determined by the President.

11.6 An employee appointed to a position at another campus shall transfer his/her accumulated sick leave and retirement credit.

#### Probation/Permanency

11.7 A probationary period is the period of credited service an employee who has received a probationary appointment shall serve prior to permanent status.

11.8 A probationary employee refers to a full-time employee serving a period of probation.

#### Probationary Period/Credited Service

11.9 The probationary period for a full-time employee is two (2) years of service in a particular class.

11.10 Part-time and temporary service shall not count as credited service for probation.

11.11 A year of service for employees in twelve (12) month positions is any consecutive twelve (12) months of full-time employment. For employees serving in a ten (10) month position, a year of service is ten (10) months of full-time employment within a twelve (12) month period of time. The ten (10) months of required service for each twelve (12) month period shall be determined by the President upon appointment of the employee to a ten (10) month position.

11.12 Breaks in Service

When a probationary employee goes on a leave of absence, the President shall determine whether or not the time served before the leave is counted in determining the remaining length of probationary service. Leaves of absence of thirty (30) days or less shall not constitute a break in service in determining the remaining length of probationary service.

An employee's probationary period is extended for the same number of days such employee is on WC, IDL, NDI, formal LWOP, or paid sick leave of over thirty (30) days.

The President shall determine if there has been a break in service when a full-time probationary employee is placed on a partial leave of absence.

- 11.13 When a former permanent CSU employee begins an appointment in the same class at another campus, the President may reduce the length of the probationary period to be served.
- 11.14 When a position is vacant and the campus policy requires that a recruitment search be conducted, the employee selected for a position that requires movement to a new class shall serve a new probationary period.
- 11.15 If a reclassification action is taken and the employee is placed in the new class without a recruitment search being conducted, the employee may be required to serve a new probationary period.
- 11.16 If a full-time employee with permanent status in a lower classification is advanced to a higher classification and is denied permanent status in the higher classification, he/she shall have the right to return to the lower classification with permanent status in that class.

#### Rejection During Probation

- 11.17 Any probationary employee may be separated from service at any time by the President upon written notice of rejection during probation. The employee should normally be given two (2) weeks' notice of rejection during probation.
- 11.18 An employee rejected during the probationary period may not utilize Article 8, Grievance Procedure, of this Agreement to appeal the decision to reject during probation.

#### Award of Permanent Status

- 11.19 An employee shall be notified in writing by the President as to the award of permanent status. A probationary employee who serves full-time for two (2) years shall be awarded permanent status on beginning his/her third year of such service.
- 11.20 If a full-time employee with permanent status moves to a different classification and receives permanent status in the different classification,

he/she shall not retain permanent status in the classification from which he/she moved.

- 11.21 The President may, at his/her sole discretion, grant permanent status to a temporary employee subject to the following conditions:
- a. The temporary employee shall have served in bargaining unit classifications at the campus for at least five (5) consecutive years immediately prior to the granting of permanency.
  - b. Such employee service shall have been in appointments with a timebase of at least fifty percent (50%).
- 11.22 The President may determine to grant permanent status at a timebase of fifty percent (50%) or more.

### Classification Changes

- 11.23 When an employee moves to a lower classification in the same occupational group, the appropriate salary in the salary range shall be determined by combining any previous service in the lower class and service in the higher classification.
- 11.24 When an employee moves to a lower classification in another occupational group, the appropriate salary in the range shall be determined by the President, except that in no case shall the new rate exceed the rate received in the higher classification. Determination of the appropriate salary in such cases shall be made by using the same criteria as would be used for an initial appointment to that classification.
- 11.25 When an employee moves without a break in service to a classification with a higher salary range, the appropriate salary in the salary range shall be determined by the President.

## **ARTICLE 12**

### **ASSIGNMENT/REASSIGNMENT**

- 12.1 The President shall assign/reassign an employee to any work assignment consistent with his/her classification. The employee shall receive notice of reassignment prior to implementation.

- 12.2 An employee may be temporarily assigned to another classification by the President for up to six (6) months when the President determines such an assignment is in the best interest of the campus. Such an assignment may be extended for up to an additional six (6) months by mutual agreement of the President and the employee.
- 12.3 After serving thirty (30) consecutive days in a temporary assignment at a higher classification, an employee shall begin to receive the appropriate compensation of the higher classification.
- 12.4 An employee may request in writing to the appropriate administrator assignment to a particular set of duties he/she wishes to perform. These duties must be consistent with the employee's classification. The appropriate administrator shall meet with the employee to discuss and answer the request.
- 12.5 Managers/supervisors may perform work normally performed by employees covered by the terms of this Agreement when the President determines that the performance of such work is necessary and desirable to the CSU's operations and programs.
- 12.6 The CSU agrees to immediately meet and confer on the bargaining unit impact of provision 12.5 of this Article when the CSU determines that there may be a need for implementation of any procedures in Article 25, Layoff.
- 12.7 The CSU shall notify the Union thirty (30) days prior to the effective date of new classifications related to bargaining unit classifications or revised bargaining unit classifications.
- a. Prior to the effective date of a new classification, the Union may request a meeting with the CSU to discuss whether the new classification is appropriate for the bargaining unit. Such a meeting shall be held. The parties may mutually agree in writing to modify the unit to include the new classification. If the parties disagree as to the inclusion of a new classification in the bargaining unit, either party may seek a unit modification pursuant to the procedures established by the PERB.
  - b. Prior to the effective date of a classification revision, the Union may request to meet and confer regarding the demonstrable impact of the revised classification on bargaining unit members.

## ARTICLE 13

### EVALUATION

#### Temporary and Probationary

- 13.1 Temporary and probationary employees in Bargaining Unit 1 shall be subject to periodic performance evaluations as determined by the President. The frequency of probationary employee evaluations shall be sufficient to make timely recommendation to the President prior to the end of the employee's probationary period.
- 13.2 A written record of the periodic performance evaluation shall be placed in the employee's personnel file. The employee shall be provided with a copy of the written record of the performance evaluation.

#### Permanent Employees

- 13.3 Permanent employees in Bargaining Unit 1 shall be subject to periodic performance evaluations as determined by the President.
- 13.4 A written record of the periodic performance evaluation shall be placed in the employee's personnel file. The employee shall be provided with a copy of the written record of the performance evaluation.

#### Evaluation of Physicians

- 13.5 When evaluation entails judgment regarding a physician's performance of assigned medical duties, such judgment shall be made by supervisory and managerial personnel who are licensed physicians.

#### General Provisions

- 13.6 Evaluations should be a review of the employee's work performance and should be based upon criteria which is objective in nature.
- 13.7 If an employee disagrees with the record of a performance evaluation which has been placed in his/her personnel file, the employee may submit a rebuttal statement which shall be attached to the record of the performance evaluation.
- 13.8 The content of performance evaluations shall not be subject to the provisions of Article 8, Grievance Procedure.

## ARTICLE 14

### SICK LEAVE

- 14.1 Following completion of one (1) month of continuous service, a full-time employee shall accrue eight (8) hours of credit for sick leave with pay. Thereafter, for each additional month of service, eight (8) hours of credit for sick leave with pay shall be accrued.
- 14.2 Each full-time employee shall be considered to work not more than forty (40) hours each week. Employees who are appointed less than full-time shall accrue credit for sick leave with pay on a pro rata basis.
- 14.3 Sick leave may be accumulated without limits, and no additional sick leave with pay beyond that accumulated shall be granted.
- 14.4 An employee shall be responsible for reporting an absence to the appropriate administrator as soon as possible.
- 14.5 An employee shall be responsible for completing and signing the campus absence form and returning the absence form to the appropriate administrator upon returning to work.
- 14.6 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. An employee shall not normally be required to provide such a statement or verification for an absence of three (3) consecutive days or less charged to sick leave.
- 14.7 Absences Chargeable to Sick Leave
- 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;
  - d. illness or injury in the immediate family; and 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.

- e. death of a person in the immediate family. The President may authorize up to forty (40) hours of accrued sick leave for bereavement. When one (1) or more deaths occur in a calendar year, up to forty (40) hours of accrued sick leave credits may be authorized for each death.
- 14.8 "Immediate family" shall mean close relative or other person residing in the immediate household of the employee, except domestic employees, roomers or roommates.
- 14.9 The President may direct an employee to take sick leave if he/she determines that the employee has restricted ability to carry out his/her duties due to illness.
- 14.10 An employee may be required by the President to undergo an examination by a physician selected by the President, provided the individual selected is not the employee's personal physician or an employee of the CSU.
- 14.11 Under no circumstances may an employee be granted sick leave for days during layoff periods or during a leave of absence without pay and during periods when the campus or department is closed.
- 14.12 The President may authorize unpaid sick leave or the use of vacation for an employee who has exhausted his/her accumulated sick leave.

#### Supplement to Industrial Disability Leave

- 14.13 Upon written notification to the CSU by an eligible employee, he/she may elect to supplement Industrial Disability Leave (IDL) payments with charges to his/her accrued sick leave. Such an election shall be made no later than fifteen (15) days after the report of the injury for which the IDL is being paid.
- 14.14 Such supplement shall continue until the employee has exhausted his/her accrued sick leave or until the employee provides to the CSU written notification he/she wishes to discontinue the supplement. Such a notice shall be provided fifteen (15) days prior to the effective date of such a discontinuation.
- 14.15 Such a supplement to IDL payments shall not result in the employee receiving a payment in excess of his/her regular salary or wage.
- 14.16 All payments received by an employee while on IDL shall be subject to mandatory and authorized voluntary deductions.

## Catastrophic Leave Donation Program

14.17 Any CSU employee who accrues vacation or sick leave credits may voluntarily donate either of those credits to any other CSU employee on the same campus, if the recipient employee has exhausted all accrued leave credits, i.e., sick leave, vacation, personal holiday and CTO, due to a catastrophic illness or injury. Catastrophic illness or injury is an illness or injury that has totally incapacitated the employee from work.

The following provisions shall apply:

- a. An employee, his/her 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. Employees may donate a maximum of sixteen (16) hours 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 State Compensation Insurance Fund upon the application for these benefit(s) by an eligible employee. The total amount of vacation 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 of disability retirement.

- i. Any CSU union may solicit leave donations from bargaining unit employees for direct transfer to employees eligible to receive such leave credits.
- j. Catastrophic illness or injury may also include an incapacitated member of the employee's immediate family if this results in the employee being required to take time off for an extended period of time in order to care for the family member and the employee has exhausted both all of his/her accrued vacation credits and all of his/her 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 member 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 program shall be subject to the grievance procedure contained in the collective bargaining Agreement covering the grieving employee.

## ARTICLE 15

### LEAVES OF ABSENCE WITH PAY

#### Jury Duty Leave

- 15.1 An employee who serves on jury duty shall receive his/her regular salary only if he/she remits the amount received for such duty to the CSU. Payment for travel expenses and subsistence received by the employee need not be remitted. If the employee elects to retain the jury duty fees, his/her time off for jury duty is not compensable. The employee may elect to use vacation to cover the time off.
- 15.2 An employee who works less than full-time shall be eligible for time off with pay for jury duty only for those hours he/she was scheduled to work.
- 15.3 An employee who receives initial notification that he/she is subject to jury duty shall notify the appropriate administrator.
- 15.4 The employee is required to notify the appropriate administrator prior to taking leave for jury duty. Verification of actual service for jury duty shall be provided by the employee when requested by the appropriate administrator.

### Absence as a Witness

- 15.5 Employees serving as court-subpoenaed witnesses or expert witnesses in the interest of the CSU shall seek the payment of witness fees. Whenever possible, employees shall confer with the attorney requesting their appearance to determine whether certified copies of appropriate documents would be suitable and would eliminate the need for a court appearance.
- 15.6 An employee who is absent as a court-subpoenaed witness or expert witness in the interest of the CSU shall be paid the normal salary for the corresponding period of absence. No portion of the employee's salary shall be forfeited as the result of such an appearance; however, all court fees (except personal travel and/or subsistence payments) shall be remitted to the CSU. If the employee does not remit such fees, an amount equal to the fees shall be deducted from the employee's salary. No vacation shall be used in such cases.
- 15.7 An employee who receives court fees in excess of regular earnings may keep the excess and need remit only an amount equal to the compensation paid the employee while on leave. If the employee chooses to retain the entire fee, then the time taken off shall be charged as vacation, and if no vacation time is available, the employee shall be docked for the period of absence.
- 15.8 An employee serving as a court-subpoenaed witness on a holiday or while on vacation, or expert witness in the interest of the CSU, shall not have such service deducted from his/her accrued vacation or holiday credit.
- 15.9 An employee who is a party to a suit, subpoenaed witness, or who is an expert witness not serving in the interest of the CSU shall appear on his/her own time. The employee shall be charged vacation or holiday credit, and if no vacation or holiday credit is available, the employee shall be docked for the period of absence.

### Time Off to Vote

- 15.10 An employee who would otherwise be unable to vote outside of his/her regular working hours may be granted up to two (2) hours of worktime without loss of pay to vote at a general, direct primary or presidential primary election.

An employee shall be required to request such leave time from the appropriate administrator at least two (2) working days prior to the election.

### Funeral Leave

- 15.11 For each death of a significantly close relative, upon request to the President, the employee shall be granted one (1) day's leave with pay. If such a death of a significantly close relative requires the employee to travel over five hundred (500) miles from his/her home, upon request such a leave with pay shall be granted for two (2) days.
- 15.12 A leave granted in accordance with this provision may be supplemented in accordance with bereavement provisions of Article 14, Sick Leave.
- 15.13 The term "significantly close relative" as used in this Article shall only mean the spouse and the employee's or his/her spouse's mother, father, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother, sister, or relative living in the immediate household of the employee.

### Military Leave

- 15.14 Emergency military leave, temporary military leave, and indefinite military leave shall be granted to eligible employees in accordance with state and federal law. Disputes between the employee and the military shall not be subject to Article 8, Grievance Procedure, of this Agreement.

## **ARTICLE 16**

### **LEAVES OF ABSENCE WITHOUT PAY**

- 16.1 A permanent full-time employee and a permanent part-time employee may be granted a leave of absence without pay for up to one (1) year.
- 16.2 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 President. The President shall determine if such a leave shall be granted and the conditions of such a leave.
- 16.3 An employee who is on a leave of absence without pay shall not return to active pay status prior to the expiration of such a leave without written approval of the President.
- 16.4 Service credit shall not be granted to an employee on a leave of absence without pay, except when the President determines that the purpose of the leave is of benefit to the campus and expressly grants such service credit.

- 16.5 An employee granted a leave of absence without pay who fails, when requested by the President, to provide adequate verification that the conditions of the leave were met may be subject to discipline as determined by the President.
- 16.6 An employee on a leave of absence without pay for more than thirty (30) days may opt to continue his/her fringe benefits at his/her own expense. An employee on a leave of absence without pay for thirty (30) days or less shall receive fringe benefits as provided by the CSU in the same manner as when the employee is in pay status.

#### Family Care or Medical Leave

- 16.7 Family care or medical leave shall refer to a leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, to care for a child, parent, foster parent or spouse of the employee who has a serious health condition, or for the employee's own serious health condition. Family care leave shall be pursuant to provisions 16.7 through 16.19 of this Article.
- 16.8 An employee who has at least twelve (12) months of service is entitled to a family care or medical leave without pay.
- 16.9 Eligible employees may take up to a total of twelve (12) weeks of family care or medical leave in a twelve 12-month period, including any periods of absence with pay for family care or medical leave purposes.
- 16.10 For family care or medical leave taken for reason of the birth of a child or adoption/foster care of a child by an employee, any leave taken shall be initiated within one (1) year of the birth of a child or placement of a child with the employee in the case of adoption/foster care.
- 16.11 Before granting a family care leave for the serious health condition of a child, parent, foster parent or spouse, the President may require certification of the serious health condition from the health care provider.
- 16.12 Upon expiration of the period which the health care provider originally estimated that the employee needed to care for the child, parent or spouse, the President may require the employee to obtain recertification if additional leave is requested.
- 16.13 An employee may use sick leave during the period of family care leave upon mutual agreement between the employee and appropriate administrator, and the use of such sick leave during the period of family care leave shall not be

limited to forty (40) hours as required in provision 14.7d of this Agreement. The use of sick leave shall be in accordance with the appropriate provisions of Article 14 of this Agreement.

- 16.14 Family care and medical leave are separate and distinct from the right of a female employee to take a pregnancy disability leave under Government Code Section 12945, subdivision (b)(2). If a female employee takes part or all of the maximum four (4) months of pregnancy disability leave, she may request up to twelve (12) weeks additional family care or medical leave for reason of the birth of her child, or due to her own serious medical condition. Any combination of family care or medical leave and pregnancy disability leave shall run concurrently with the period of leave available under the provisions of Education Code Section 89519.
- 16.15 An employee shall provide the President with written notice of the need for family leave as soon as the event necessitating the leave becomes known to the employee. In general, as much advance notice as is reasonably possible shall be provided and normally shall be no less than five (5) working days of the event giving rise to the need for the leave.
- 16.16 If the employee's need for family care leave is foreseeable due to the planned medical treatment or planned supervision of a child, parent or spouse with a serious health condition, the employee shall provide the President with not less than fourteen (14) days notice of the need for the leave. The employee shall consult with the appropriate administrator regarding the scheduling of the treatment or supervision so as to minimize disruption of the operations of the University.
- 16.17 The granting of a family care or medical leave assures to the employee a right to return to his/her former position or a comparable position upon expiration of the family leave. If the former position and any comparable position has ceased to exist due to legitimate business reasons unrelated to the leave, the University shall make reasonable accommodation by alternative means only if such alternative means would not cause an undue hardship on the campus. Such alternative means shall include, but not be limited to, offering the employee any other position which is available and for which the employee is qualified. The University is not required, however, to create additional employment which would otherwise not be created, discharge or layoff another employee, transfer another employee, or promote another employee who is not qualified to perform the job. The family care or medical leave shall not constitute a break in service for the purposes of length of service and/or seniority under this Agreement.
- 16.18 An employee on family care or medical leave shall retain employee status and shall continue to accrue seniority points pursuant to Article 25 of the

Agreement during the period of the family care or medical leave. During a family care or medical leave an employee may continue to participate in benefits to the same extent and under the same conditions as would apply to any other personal leave of absence without pay pursuant to this Agreement. If any paid portion of the family care or medical leave is less than twelve (12) weeks, however, the CSU shall continue to make employer contributions toward health, dental and vision coverage, unless canceled by the employee, for the unpaid remainder of the twelve (12) week period. If an employee fails to return at the end of the family care or medical leave, the CSU may require repayment of insurance premiums paid during the unpaid portion of the leave. The CSU shall not require repayment of premiums if the employee's failure to return is due to his/her serious health condition or due to circumstances beyond the employee's control.

- 16.19 The leave of absence of a temporary employee eligible for such leave pursuant to this Article shall terminate upon the expiration of that employee's temporary appointment.

## ARTICLE 17

### UNAUTHORIZED LEAVES OF ABSENCE

#### Automatic Resignation

- 17.1 The President shall have the right to terminate an employee who is absent for five (5) consecutive workdays without securing authorized leave from the President. Such a termination shall be considered to be an automatic resignation from CSU employment as of the last day worked. All unauthorized absences, whether voluntary or involuntary, shall apply to the five (5) consecutive workday limitation. The termination shall be effective five (5) consecutive days from the last day the employee worked.
- 17.2 The President shall notify the employee that the University will be terminating him/her by automatic resignation under this Article unless the employee requests an administrative review regarding his/her absence within seven (7) calendar days following such notification.
- 17.3 If the employee responds to the President within seven (7) calendar days following notification, or such extended time as the President may agree to, the employee will be provided with the opportunity to respond, either orally or in writing, to a campus reviewing officer designated by the President. A University representative may present evidence at any review meeting. No

automatic resignation shall be final until a decision is made by the reviewing officer. This decision shall state:

- a. whether the employee was absent for five (5) consecutive workdays;
- b. whether the employee had proper authorized leave to be absent;
- c. an evaluation of whether the employee has presented sufficient excuse to warrant continuation of employment, supported by facts which provide justification of the absence or continuation of employment. If an action other than automatic resignation is proposed, it shall be stated along with the reasons for its use; and
- d. whether the employee should be or is being terminated by automatic resignation.

17.4 Any employee who is terminated by the President under this provision may, within ten (10) days after receipt of the termination decision, file a written notice with the President indicating an intent to request a hearing of the matter by the State Personnel Board as provided in Section 89539 of the Education Code. A request for a hearing by the State Personnel Board must be filed with the State Personnel Board.

17.5 Any employee who is reinstated under this provision shall not be paid salary for the period of unauthorized absence unless it is determined that such absence may be appropriately charged to accrued leave. The employee shall adhere to all other reinstatement requirements.

17.6 This Article shall supersede Section 89541 of the California Education Code.

## **ARTICLE 18**

### **HOURS OF WORK**

18.1 The workweek of full-time employees shall normally consist of forty (40) hours for five (5) days work in a seven (7) day period.

18.2 The President shall determine the work schedule for an employee of the campus. When assigning work schedules, the CSU shall consider the employee's preference and the needs of the University. No employee shall have his/her work schedule changed without receiving a minimum fourteen (14) days prior written notification of such change, except in emergency situations.

- 18.3 For those employees assigned a four (4) day workweek, the workday shall normally consist of ten (10) hours.
- 18.4 Part-time employees shall be assigned hours and days of work on a proportional timebase as determined by the President.

#### Meal Periods

- 18.5 Employees working a full-time shift shall be entitled to a meal period not to exceed one (1) hour at a time designated by the appropriate administrator.
- 18.6 An employee required to remain on the job at his/her work station for the full shift period shall be permitted to take a meal period, not to exceed one (1) hour, during worktime.

#### Rest Periods

- 18.7 Rest period schedules shall be determined by the appropriate administrator in accordance with the requirements of the department. When an employee is required to perform duties during a scheduled rest period, the appropriate administrator shall endeavor to reschedule the rest period for that workday.

#### Call-Back

- 18.8 Call-back work is work performed at a time outside of and not continuous with an employee's regular work schedule. An employee called back to work shall receive no less than three (3) hours' pay at the regular straight-time rate. Call-back worktime shall not include time spent in travel.
- 18.9 An employee may be called back to work at the discretion of the Director/Administrator. The Director/Administrator shall endeavor to assign call-back work on a volunteer basis. If no volunteers are available, or in an emergency situation, the employee who is called back shall be required to work.

## **ARTICLE 19**

### **SALARY**

- 19.1 Increases in the base pay of bargaining unit employees may occur only in those fiscal years for which the parties have specifically agreed to provide increases by way of one or more of the following two (2) categories:

- a. Across-the-board general salary increases as negotiated by the parties; and/or
- b. Performance-based salary increases, pursuant to provisions 19.3 through 19.7 of this Article, in an amount negotiated between the parties.

19.2 The salary schedule for bargaining unit employees shall be found in Appendix A and incorporated in this Agreement by reference. An employee shall be assigned a salary within the open salary range appropriate to his/her classification.

#### Performance-Based Salary Increase

19.3 An employee may receive a performance-based salary increase (PBSI) at any time at the discretion of the President. Such performance-based salary increases (PBSIs) may be given up to the maximum of the salary range as set forth in Appendix A and shall be based upon demonstrable evidence that such an increase is justified based upon meritorious work performance as determined by the President. Nothing shall prohibit the President from awarding a PBSI to every eligible meritorious bargaining unit member. Each campus shall adopt procedural guidelines for administration of the PBSI program, which shall include: (1) a statement of criteria for determining meritorious work performance, (2) procedures for receiving input of employees, and (3) identification of documents to be considered in the awarding of PBSIs. A PBSI shall be an increase to an employee's base salary of any percentage not more than five percent (5.0%). The decision to grant or not to grant a PBSI pursuant to this program, and the amount of such increase, if granted, are at the sole discretion of the President and shall not be subject to Article 8, Grievance Procedure.

19.4 The amount of funds dedicated to General Fund supported employee salary increases in this program of PBSIs in fiscal year 1998/99, excluding associated benefits costs, shall be \$100,300. In addition to this negotiated amount, PBSI funds may be increased by an additional amount from campus funds as determined by and at the sole discretion of the President. Non-General Fund supported employees shall be eligible for an equivalent PBSI benefit.

19.5 The allocation of funds dedicated to this program to each campus in fiscal year 1998/99 shall be based on the actual salaries paid to bargaining unit positions during fiscal year 1996/97. The funds identified in provision 19.4 above for this program of PBSIs shall be effective July 1, 1998. PBSIs provided solely from campus funds, however, may be effective at any time. There shall be no requirement to expend in a particular fiscal year all funds identified in provision 19.4 above for such increases. Any portion of the funds identified in

provision 19.4 above and allocated to a campus which is not expended in any fiscal year for PBSIs on that campus shall be spent in the same fiscal year for professional development activities and shall automatically be added to the PBSI pool for the ensuing fiscal year. In the last year of the contract that succeeds this Agreement, if the total amount of funds negotiated between the parties and dedicated to this program in the last fiscal year of that ensuing contract, including any unexpended systemwide PBSI funds from any prior year(s), is not allocated or encumbered by February 1 for PBSI recipients on campuses with at least one (1.0) filled full-time equivalent bargaining unit position, the Union may request by no later than the following March 15 of the last contract year to meet with the CSU to negotiate regarding the unallocated or unencumbered funds, and the CSU shall agree to such a request. The CSU shall provide to the Union no later than February 15 of each year in which PBSIs are implemented a list by campus of individual employees receiving PBSIs and the amount of each increase.

- 19.6 During fiscal years, 1999/2000, and 2000/01, the amount of funds dedicated to this program shall be no less than twenty percent (20%) of the total funds dedicated to compensation increases for this bargaining unit. Any additional funds beyond the twenty percent (20%) to be dedicated to the PBSI program shall be determined by the parties in reopener negotiations.

#### Fiscal Year 1998/99 Budget Augmentation

- 19.7 In the event the CSU receives an augmentation in permanent base funding specifically for compensation in the final fiscal year 1998/99 state budget general fund appropriation and allocation of at least \$17.8 million above the level of the general fund appropriation to the CSU in the Governor's Budget for fiscal year 1998/99 (excluding one-time funding and funds for current revenue bond payments, capital outlay projects and any money added to the budget by the conference committee that is explicitly appropriated for a specific purpose), then the amount of funds dedicated to PBSIs in fiscal year 1998/99 pursuant to provision 19.4, excluding associated benefits costs, shall be increased by \$25,100.

#### Red Circle Rates

- 19.8 A red circle rate is a salary rate above the maximum of the salary range for a class which may be granted by the President when an employee moves to a class with a lower salary range.
- 19.9 If a red circle rate is granted, the employee shall retain the salary currently being paid (or a lesser salary rate up to twenty-five percent (25%) above the maximum salary of the lower class) and shall remain at that salary rate until the maximum salary of the lower class equals or exceeds the red circle salary

rate, or until the authorized time period for maintaining the red circle salary rate expires, whichever comes first.

- 19.10 During the period of time an employee's salary remains above the maximum salary rate for the class on a red circle rate, the employee shall not receive further salary increases (including PBSIs or general salary increases), except in cases of promotion.
- 19.11 Red circle rates shall not exceed twenty-five percent (25%) above the maximum of the salary range of the class to which the employee is moving. An employee may retain a red circle rate for up to five (5) years.
- 19.12 Red circle rates shall not be authorized for an employee when:
- a. an employee, for personal convenience, requests voluntary demotion; or
  - b. an employee is demoted for cause other than for medical reasons.
- 19.13 An employee who was compensated at a salary rate above the maximum prior to a permanent separation will not be entitled to a red circle rate upon his/her return to work. Also the authorization for a red circle rate shall be cancelled if the employee refuses a bona fide offer of appointment to a position at the campus in a class in the same occupational group at a salary level equivalent to the original classes from which the employee was moved.

## **ARTICLE 20**

### **BENEFITS**

#### **Health**

- 20.1 Eligible employees and eligible family members as defined by PERS shall continue to receive health benefits offered through the PERS system for the life of this Agreement. Payment for those benefits shall be based on rates established by PERS for participating members. The Employer contribution shall be based upon the current formula as provided in Government Code Section 22825.1.

#### **Health Premium Conversion Program (TAPP)**

- 20.2 All eligible bargaining unit employees who contribute toward health or dental benefits pursuant to provision 20.1 or 20.3 shall be entitled to participate in the CSU Health Premium Conversion Program. The terms of this program shall be

determined by the CSU. All administrative costs for participation shall be paid by the participating employees.

### Dental

20.3 For the life of this Agreement, the dental benefits provided by CSU through the insurer(s) selected by the CSU for its indemnity and prepaid dental plans shall be offered to eligible employees and eligible family members as defined in provisions 20.5 and 20.6. The Employer's contribution to such plans shall equal one hundred percent (100%) of the basic monthly premium.

### Vision Care

20.4 For the life of this Agreement, the vision care benefit provided by CSU through the insurer(s) selected by the CSU shall be offered to eligible employees and eligible family members as defined in provisions 20.5 and 20.6. The Employer's contribution to such plan shall equal one hundred percent (100%) of the basic monthly premium.

### Eligibility

20.5 The term "eligible employees" as used in this Article shall mean an employee or employees who are appointed half-time or more for more than six (6) months. Those excluded from dental benefits, vision care benefits and long-term disability benefits also include intermittent employees or any employee paid wholly from funds not controlled by the CSU or from revolving or similar funds from which a regular State share payment of the insurance premium cannot be made.

20.6 The term "eligible family member" as used in this Article shall mean the eligible employee's legal spouse and unmarried children from birth to the end of the month in which the dependent children reach age twenty-three (23). An adopted child, stepchild, illegitimate child recognized by the parent, or a child living with the employee in a parent-child relationship who is economically dependent upon the employee is also eligible. A family member who is a disabled child over age twenty-three (23) may also be enrolled if, at the time of initial enrollment of the employee, satisfactory evidence of such disability is presented to the carrier consistent with the carrier's requirements. Upon attaining age twenty-three (23), a disabled child who is already enrolled may be continued in enrollment if satisfactory evidence of that disability is filed with the carrier in accordance with the carrier's criteria.

### Non-Industrial Disability Insurance

20.7 The maximum weekly payment for eligible employees shall be one hundred thirty-five dollars (\$135.00).

### Enhanced 1959 Survivors Benefit

20.8 The amount of benefit payable to a surviving spouse and/or dependent of an eligible bargaining unit employee under the 1959 Survivors Benefit shall be increased to the level of payment provided in Government Code Section 21382.4. Bargaining unit employees shall continue to pay a premium of two dollars (\$2.00) per month for this benefit. All monthly premiums in excess of the employee contribution shall be paid by the CSU.

### Dependent Care Reimbursement Program

20.9 All bargaining unit employees shall be entitled to participate in the CSU Dependent Care Reimbursement Program. The terms of this program shall be determined by the CSU. All administrative costs for participation shall be paid by participating employees.

### Parking

20.10 An employee is required to pay the parking fee as determined by the CSU for parking at any facility of the CSU. The CSU shall not change its parking fee schedule without first complying with provision 3.2 of the Agreement. The CSU shall provide for payroll deductions for this program upon written authorization by the employee.

20.11 The CSU shall not be liable for any damage, theft, vandalism, or acts of God to any vehicle or items of personal property contained therein or attached thereto for any reason while within the boundaries of CSU parking facilities.

20.12 The President may determine the allocation of parking spaces at each facility.

### Tax-Sheltered Annuity

20.13 All members of the bargaining unit shall be eligible to participate in tax-sheltered annuity programs in accordance with regulations and procedures as established by The California State University.

### Information Regarding Benefits

20.14 The campus Personnel Office shall provide information concerning an individual employee's rights under NDI, IDL, Temporary Disability, Social Security and/or PERS retirement options and the 10/12 or 11/12 pay plan.

### FlexCash Plan

20.15 All employees eligible for health insurance, pursuant to provision 20.1 of the Agreement, and dental insurance, pursuant to provision 20.3 of the Agreement, may participate in the CSU FlexCash Plan. A participating employee may waive health and/or dental insurance coverage in exchange for the following monthly payments:

- |                           |                 |
|---------------------------|-----------------|
| 1. Waive medical & dental | \$140 per month |
| 2. Waive medical only     | \$128 per month |
| 3. Waive dental only      | \$ 12 per month |

In order to participate in the Plan, an employee will be required to request participation and certify that he/she has alternate non-CSU coverage in the insurance being waived. The terms of this Plan shall be determined by the CSU. All administrative costs for participation shall be paid by the participating employees.

### Part-Time Employees Retirement Plan

20.16 Part-time, seasonal, temporary and intermittent employees who do not otherwise participate in the Public Employees Retirement System will be included in the University of California Defined Contribution Plan, a FICA-Safe Harbor Plan, in accordance with the regulations under section 3121(b)(7)(f) of the Internal Revenue Code. The total cost of the Plan will be paid by participating employees in the form of a seven and one-half percent (7.5%) pretax reduction, in accordance with section 414(h) of the Internal Revenue Code, from a participating employee's covered wages each pay period. There shall be no cost to the CSU.

The UAPD shall receive appropriate advance notice of any change to this Plan. In the case of termination of the Plan or revision of the employees' contribution rate, the UAPD shall receive appropriate advance notice and the parties will meet and confer over the impact of such termination or revision.

### Long-Term Disability

20.17 The CSU shall provide eligible employees, as defined in provision 20.5, with long-term disability insurance coverage at no cost to the employees. Effective

August 1, 1997, the plan will provide up to a fifty percent (50%) benefit after a six-month waiting period.

## **ARTICLE 21**

### **HOLIDAYS**

- 21.1 The following paid holidays, except as provided in provision 21.3 below, shall be observed on the day specified.
- a. January 1
  - b. Third Monday in January (Martin Luther King, Jr., Day)
  - c. July 4
  - d. First Monday of September (Labor Day)
  - e. Thanksgiving Day
  - f. December 25
  - g. Any other day designated by the Governor for a public fast or holiday.
- 21.2 The paid holidays listed in this provision shall be observed on the day specified unless they fall on a Saturday or Sunday, or classes have been scheduled on the campus. If classes are scheduled on these holidays, the campus President may at his/her sole discretion reschedule the holiday observance to another day consistent with the needs of the campus.
- 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)

- 21.3 Any holiday listed in provisions 21.1 or 21.2 above which falls on a Saturday shall be observed on the preceding Friday, and any holiday in provisions 21.1 or 21.2 above which falls on a Sunday shall be observed on the following Monday.
- 21.4 An employee on the payroll on the day a holiday is officially observed shall be entitled to the holiday. An employee on a leave of absence without pay or other nonwork status on a day a holiday is officially observed shall not be entitled to the holiday.
- 21.5 If a holiday falls on a scheduled workday during the employee's vacation or within a period of absence chargeable to sick leave, the holiday will not be charged to sick leave or vacation time.
- 21.6 A campus yearly calendar shall be provided to the employees at least thirty (30) days before its effective date.
- 21.7 An employee shall be permitted to use accrued vacation if the President closes the campus and there is an insufficient number of holidays scheduled to be observed during the closure.
- 21.8 An employee is entitled to one (1) Personal Holiday which must be taken on one (1) day during the calendar year. If the employee fails to take the Personal Holiday before the end of the year, the holiday shall be forfeited. The scheduling of the holiday shall be by mutual agreement of the employee and the appropriate administrator.
- 21.9 Holiday credit is the time credited to an employee when he/she works on a holiday.
- 21.10 An employee who works on a holiday shall receive eight (8) hours holiday credit on a straight-time basis. A part-time employee who works on a holiday shall receive holiday credit pro rata.

## **ARTICLE 22**

### **VACATION**

- 22.1 Employees are eligible for paid vacation in accordance with the schedule in provision 22.2 below.

22.2 Vacation Schedule

- a. Service requirements below are in terms of full-time service. Vacation credit shall be pro rata for employees who work less than full-time.

Service Requirements	Vacation Credit Per Monthly Pay Period	
	DAYS	HOURS (Hourly Equivalent) of Days
1 Month To 3 Years	5/6	6-2/3
37 Months To 6 Years	1-1/4	10
73 Months To 10 Years	1-5/12	11-1/3
121 Months To 15 Years	1-7/12	12-2/3
181 Months To 20 Years	1-3/4	14
241 Months To 25 Years	1-11/12	15-1/3
301 Months And Over	2	16

- b. For purposes of computing vacation credit, an employee who is in pay status eleven (11) or more days in a monthly pay period is considered to have completed a month, a month of service, or continuous service. When an absence without pay of more than eleven (11) consecutive working days falls into two (2) consecutive qualifying monthly pay periods, one (1) of the pay periods is disqualified.
- c. An authorized leave of absence without pay shall not be considered service for the purposes of vacation accrual.
- d. Vacation credits are cumulative to a maximum of two hundred and seventy-two (272) working hours for ten (10) or less years of qualifying service, or three hundred and eighty-four (384) working hours for more than ten (10) years of such service. Accumulations in excess of this amount as of January 1 of each year shall be forfeited by the employee. The President may permit an employee to carry over more than allowable credits when the employee was prevented from taking enough vacation to reduce the credits because the employee (1) was required to work as a result of fire, flood or other extreme emergency, (2) was assigned work of priority or critical nature over an extended period of time, (3) was absent on full salary for compensable injury, or (4) was prevented from using vacation previously scheduled to be taken in December because of being on paid sick leave.
- e. A probationary employee shall not take vacation until completion of one (1) month in work status.

- f. Requests for scheduling vacation shall be submitted in writing to the appropriate administrator at least thirty (30) days in advance. Vacations shall be scheduled and taken only as authorized by the appropriate administrator. When authorized to do so by the appropriate administrator, an employee may take vacation without submitting a written request thirty (30) days in advance. If a conflict in vacation requests arises, the appropriate administrator shall give consideration to the employee(s) with the most seniority, provided that operational needs are met.
- g. Upon separation from service without fault on his/her part, an employee is entitled to a lump sum payment as of the time of separation for any unused or accumulated vacation. Such sum shall be computed by projecting the accumulated time on a calendar basis so that the lump sum will equal the amount which the employee would have been paid had he/she taken the time off, but not separated from service .

## ARTICLE 23

### PROFESSIONAL DEVELOPMENT

- 23.1 Professional development may include:
  - a. the CSU employee fee waiver program; and
  - b. training directly of benefit to the campus as approved by the President which may include training to satisfy Medical Board of California (MBC) requirements for Continuing Medical Education.
- 23.2 An employee eligible for professional development may request approval to participate in professional development activities in accordance with campus procedures.
- 23.3 Eligible employees shall include members of the CSU Bargaining Unit 1.
- 23.4 The President may approve participation in professional development activities by eligible employees of up to sixty-four (64) hours per fiscal year per full-time employee. Employees working less than full-time or in pay status less than a full fiscal year shall be eligible for a pro rata share of professional development time.
- 23.5 In cases where a total of sixty-four (64) hours participation in professional development activity is not utilized in a fiscal year, approval may be granted

in the fiscal year immediately following for a maximum of eighty-eight (88) hours, less any time approved in the preceding year.

- 23.6 Up to sixteen (16) hours per fiscal year, from those hours provided in 23.4 or 23.5 above, may be used by a physician for library time. Such library time shall be arranged in advance by mutual agreement with the appropriate administrator. Library time shall be used to conduct research that benefits both the physician and the University. The purpose of library time is for the physician to remain current on medical knowledge and practice directly applicable to his/her duties in the Student Health Center.
- 23.7 After five (5) years of continuous service, a full-time employee shall be eligible for an additional one-time-only eight (8) hours of professional development time. Upon written request to the Director/Administrator, an eligible employee shall be granted the additional time subject to 23.11 - 23.15 below.
- 23.8 The additional one-time-only eight (8) hours of professional development in 23.7 above shall be used during the sixth year of service or forfeited by the employee if not used.
- 23.9 After ten (10) years of continuous service, a full-time employee shall be eligible for an additional one-time-only sixteen (16) hours of professional development time. Upon written request to the Director/Administrator, an employee shall be granted the additional time subject to 23.11 - 23.15 below.
- 23.10 The additional one-time-only sixteen (16) hours of professional development time in 23.9 above shall be used during the eleventh year of service or forfeited by the employee if not used.
- 23.11 Approval for participation in professional development programs and activities shall be based on the following considerations:
- a. staffing needs of the Student Health Center;
  - b. reasonable expectation that the employee's work performance or value to the campus will be enhanced as a result of his/her participation in the course of study; and
  - c. MBC requirements for Continuing Medical Education.
- 23.12 The request for approval to attend professional development activities must be made by the employee at least thirty (30) days prior to his/her anticipated absence. When authorized to do so by the appropriate administrator, an employee may attend professional development activities with less than thirty (30) days notice.

- 23.13 The CSU may require evidence of satisfactory completion of approved professional development activities.
- 23.14 Only time spent in professional development activities during scheduled work hours shall be counted as worktime.
- 23.15 The President shall determine what costs, if any, shall be borne by the campus in connection with approved professional development activities.

## **ARTICLE 24**

### **HEALTH & SAFETY**

- 24.1 The Employer recognizes its obligation to provide safe and healthful working conditions to its employees. The Union agrees that it shares responsibility for this effort.
- 24.2 Safety equipment deemed necessary by the President shall be provided to the employee in accordance with campus procedures. Such equipment may include, but is not be limited to, that which is necessary to protect employees from infectious and communicable diseases.
- 24.3 An employee shall be responsible for maintaining safe working conditions and adhering to CSU-established safety rules, regulations and practices.
- 24.4 An employee who observes or detects any safety hazard shall immediately report it to his/her immediate supervisor or appropriate administrator.
- 24.5 An employee's suggestions regarding safety shall be submitted to the appropriate administrator designated by the President.

## **ARTICLE 25**

### **LAYOFF**

#### **Purpose**

- 25.1 On a campus when the Employer determines that a layoff is necessary because of a lack of work or lack of funds, the following procedures shall apply.

### Notice of Impending Layoff - Union

25.2 When the CSU determines that there may be a need for implementation of any procedures outlined in this Article, the CSU agrees to immediately meet and confer with the Union on the bargaining unit impact.

### Voluntary Programs to Avoid Layoff

25.3 At least forty-five (45) days prior to the effective date of a layoff, the President shall make available voluntary programs to avoid layoff.

25.4 Such programs shall include, but shall not be limited to:

- a. a voluntary reduced worktime program;

A voluntary reduced worktime program may reduce the time worked by an employee within the workweek or within the work year.

- b. leaves of absence without pay in accordance with Article 16, Leaves of Absence Without Pay, of this Agreement.

### Order of Layoff

25.5 Layoff shall be within classifications determined by the President. Ten (10) month and twelve (12) month positions with the same class title shall, for the purposes of layoff, be considered a single class. The order of layoff shall be:

- a. first, temporary and probationary employees; and
- b. last, permanent employees.

Temporary and probationary employees in a classification shall be separated or laid off before permanent employees in the same classification. Non-reappointment of a temporary employee does not constitute layoff.

25.6 Temporary and Probationary Employees

The President shall establish the order of layoff for temporary and probationary employees in a classification by considering only the following factors:

- a. merit and competency in relation to program need; and
- b. affirmative action needs of the campus.

25.7 A temporary or probationary employee who possesses documentable specialized skills that are needed for the program, not possessed by other employees in a classification(s) undergoing layoff, may be excluded by the President from the layoff list.

25.8 Permanent Employees

The President shall establish the order of layoff for permanent employees in a classification in reverse order of seniority.

#### Computation of Seniority Points for Permanent Employees

25.9 All seniority points calculated for and earned by permanent employees prior to June 30, 1982, shall remain unchanged. Such seniority points shall serve as the base to which additional seniority points, computed for and earned pursuant to the terms of this Agreement, shall be added.

25.10 Full-time permanent employees shall earn one (1) seniority point of service credit in a given class for any pay period the employee was in pay status for eleven (11) or more working days. Part-time employees holding permanent status shall earn seniority points proportional to the timebase served.

25.11 For the purpose of computing permanent employee seniority credit, length of service includes continuous time served as a temporary, probationary or permanent employee and is counted from the date of appointment to the current class held, plus any service in classes of equal or higher rank on the campus which has not been interrupted by a permanent separation.

25.12 For all permanent ten (10) month employees, one (1) point shall be credited for any period in which the employee was in pay status for eleven (11) or more working days. Those ten (10) month, full-time employees participating in the 10/12 pay plan shall receive one (1) point of credited service for each of the twelve (12) months.

25.13 In no case shall a permanent employee earn more than twelve (12) seniority points per year.

25.14 In the event a class is abolished or the use of the class restricted and a new class established in its place, all time served in the prior comparable class shall be counted as service in the new class.

25.15 The term "class of equal rank" as used in this Article shall mean a class which has a maximum salary of not more than approximately two and one-half (2-1/2) percent above or below the maximum salary of the employee's current class.

25.16 The term "class of higher rank" as used in this Article shall mean a class which has a maximum salary of more than approximately two and one-half (2-1/2) percent above the maximum salary of the employee's current class.

#### Tie-Breaking in the Order of Layoff

25.17 A tie exists when two (2) or more permanent employees in a classification undergoing layoff have the same number of seniority points.

25.18 The President shall break ties in establishing the layoff order of permanent employees by considering only the following factors:

- a. specialized skills and competencies of the employees;
- b. documented meritorious service by the employees; and
- c. affirmative action needs of the campus.

#### Notice of Layoff

25.19 A temporary or probationary employee who is to be laid off shall receive notice of such layoff from the President no later than thirty (30) days before the effective date of layoff.

25.20 A permanent employee who is to be laid off shall receive notice of such layoff from the President no later than forty-five (45) days prior to the effective date of layoff.

25.21 Such notice shall be in writing and mailed by certified mail, return receipt requested, to the employee's last known address.

#### Employee Options in Lieu of Layoff

25.22 A permanent employee who has received a notice of layoff may exercise his/her right to elect transfer to any vacancy for which he/she is currently qualified. Such qualification shall be determined in the normal manner. When two (2) or more such permanent employees elect transfer to the same vacancy in accordance with this provision, the President may select the employee to be transferred on the basis of merit.

25.23 A permanent or probationary employee who has received a notice of layoff may elect to be transferred or demoted to any classification in which he/she has served as a permanent employee during the period preceding the layoff, provided there has been no break in service.

- 25.24 A permanent employee at the Chancellor's Office who has received a layoff notice shall have retreat rights to his/her former campus, if he/she had gained permanency at that campus. Such retreat rights exist only if the employee's appointment at the Chancellor's Office was immediately after separation from the campus.
- 25.25 In order to elect provisions 25.22 through 25.24 above, an employee must notify the campus Personnel Office in writing of his/her election not later than twenty (20) days after receiving the notice of layoff.
- 25.26 An employee replaced by the demotion or transfer of an employee who has received a notice of layoff shall have the same rights as outlined in provisions 25.22 through 25.24 of this Article.

### Reemployment Rights

- 25.27 The President shall enter the names of laid-off permanent employees on a reemployment list by class in order of seniority. An employee's name shall remain on the reemployment list until he/she returns to a position in the same class held at the time of layoff and at the same timebase as previously held. In no case shall a name remain on the reemployment list for more than five (5) years.
- 25.28 Position vacancies in a class for which there are names of qualified individuals on the reemployment list shall not be filled without first making an offer of reemployment to those on the list. If an individual on the reemployment list declines two (2) such offers, he/she waives his/her reemployment rights. An individual on a reemployment list may request inactive status for up to one (1) year.
- 25.29 An employee reemployed under the conditions of this Article shall retain permanent status rights, service credit (subject to PERS regulations), salary, sick leave, and seniority credits he/she held at the date of layoff.

### Reemployment Opportunities

- 25.30 The CSU shall provide a job clearinghouse to advise and inform employees in classifications undergoing layoff of employment opportunities at other campuses. The services of the clearinghouse shall be available upon request to permanent employees in receipt of notice of layoff or former permanent employees on a reemployment list. A campus may not fill a vacancy without ascertaining whether such an employee or former employee has applied. If such an employee has applied for a vacancy, his/her application shall be considered.

## ARTICLE 26

### GENERAL PROVISIONS

#### Outside Employment

- 26.1 Outside employment shall not conflict with regularly scheduled work assignments or satisfactory performance of all duties of the employee.
- 26.2 Except in emergency situations, bargaining unit members shall be cognizant of potential conflicts arising from self-referral.

#### Contracting Out

- 26.3 When the Employer deems it necessary in order to carry out the mission and operations of the campus, the Employer may contract out work within the limitations and requirements imposed by law.
- 26.4 The CSU shall notify the Union thirty (30) days prior to the effective date of a decision to contract out.
- 26.5 The Union may request to meet and confer on the impact of contracting out work when such contracting out is to be on a long-term basis. The CSU shall meet and confer with the Union for this purpose within fourteen (14) days of such a request.

#### Pay Plans

- 26.6 Probationary and permanent employees in twelve (12) month classifications are eligible to apply, in accordance with campus procedures, for participation in the 10/12 or 11/12 pay plan.
- 26.7 Probationary and permanent employees in ten (10) month classifications are eligible to apply, in accordance with campus procedures, for participation in the 10/12 pay plan.
- 26.8 Assignment of an eligible employee to the 10/12 or 11/12 pay plan shall be by mutual consent of the President and the employee.
- 26.9 Final approval by the President is required prior to employee participation in the 10/12 or 11/12 pay plan.
- 26.10 Withdrawal from participation in the 10/12 or 11/12 pay plan and return to a twelve (12) month annual work year may be requested by an employee in

accordance with campus procedures. The President shall make a final determination as to the approval or denial of such requests. Based upon program need, an employee formerly appointed to a twelve (12) month year may be returned to a twelve (12) month annual work year as determined by the President.

- 26.11 An employee participating in the 10/12 or 11/12 pay plan shall receive his/her 10-month or 11-month annual salary in twelve (12) salary warrants and approved and appropriate benefits on a twelve (12) month basis.
- 26.12 Presidential determinations made pursuant to provisions 26.6 through 26.10 above shall not be subject to Article 8, Grievance Procedure.

#### Physicians Staff Meetings

- 26.13 Upon request, there may be convened in each Student Health Center a monthly physicians staff meeting with the Director/Administrator, and at other times when deemed necessary by special circumstances.
- 26.14 Attendance at this meeting shall, unless expanded by mutual consent, be limited to licensed physicians.
- 26.15 The purpose of this meeting shall be to discuss issues related to the development and implementation of quality health care programs for students. Such meetings may also serve as a forum for the exchange of information concerning current developments in medical knowledge and patient care.
- 26.16 In such a meeting(s), physicians shall have the opportunity to provide input and recommendations to the Director/Administrator.
- 26.17 Such recommendations may address specific medical issues related to the implementation of programs at the campus health center and the discharge of professional responsibilities.
- 26.18 Such meetings shall be in addition to any other types of health center staff meetings convened by the Director/Administrator.
- 26.19 The Director/Administrator shall endeavor to schedule such a meeting(s) at a time conducive to maximum participation.
- 26.20 Such meetings shall be scheduled during worktime.

## Non-Discrimination

- 26.21 It is the policy of the CSU to prohibit discrimination against bargaining unit employees on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, pregnancy, age, disability, or veteran's status. Any allegations by an employee that he/she has been the victim of such discrimination shall be adjudicated solely under the grievance procedure provided in Executive Order No. 419 as hereby amended in this Article.
- 26.22 Executive Order 419 is amended to provide for advisory fact-finding upon appeal to Level III. If a complaint response at Level II is unsatisfactory to the complainant, and the complainant appeals the complaint to Level III, the complainant may request in writing, to the Office of the Chancellor, an advisory fact-finding investigation of the complaint. The request for the supplemental advisory fact-finding investigation must be filed no later than fourteen (14) days after the Level II response. If a request for advisory fact-finding is not made, and a Level III complaint is not filed in the fourteen (14) day period, the complaint will be considered settled. Upon receipt of an appeal to Level III, the Office of the Chancellor may also exercise the option of an advisory fact-finding investigation.
- 26.23 Upon receipt of the request for an advisory fact-finding investigation, a member of a panel drawn from the resources of the American Arbitration Association will be asked to review all issues and evidence presented for the Level II complaint. A written report of the outcomes of the advisory fact-finding investigation shall be sent to the Office of the Chancellor and to the complainant. The advisory fact-finding report will be considered in the determination of the Level III complaint.
- 26.24 The advisory fact-finding hearing will be held in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost of such hearing, excluding advocate, unilateral withdrawal, postponement, or cancellation fees, shall be borne equally by the parties. Expenses for witnesses, however, shall be borne by the party who calls them.
- 26.25 If the Union is not representing the complainant, then the complainant will bear the costs associated with his/her processing of a complaint under Executive Order 419 as hereby amended in this Article.

## **ARTICLE 27**

### **DURATION AND IMPLEMENTATION**

- 27.1 This Agreement shall remain in full force and effect from July 1, 1998, up to and including June 30, 2001.

- 27.2 For the 1999/2000 and 2000/01 fiscal years, each party may reopen, for the purposes of negotiations, the Salary and Benefits Articles of this Agreement, subject to the public notice provisions of HEERA. At such time, if HEERA has been amended to add a new permissible form of organizational security not allowed as of July 1, 1998, either party may request negotiations limited to the matter of such new permissible form of organizational security. Negotiations on this matter shall be subject to the public notice provisions of HEERA, and they shall take place concurrently with and be a part of the negotiations on the Salary and Benefits Articles. The calendar period noted in provision 27.1 of this Article shall be in force during this period of reopeners.
- 27.3 Negotiations for a successor agreement shall commence when one of the parties delivers to the other its proposals in writing, no earlier than January 1 and no later than February 1 immediately preceding the expiration date of this Agreement. This Agreement shall remain in full force and be effective during the period of negotiations and until a new Agreement is executed.
- 27.4 Any term of this Agreement which is deemed by the Employer to carry an economic cost shall not be implemented until the amount required therefor is appropriated and made available to the CSU for expenditure for such purpose. If less than the amount 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.

**Memorandum of Understanding  
Special Salary Adjustment  
As of July 1, 1998**

Subject to the conditions specified in provisions (a) and (b) below, The California State University agrees to the proposal, as stated herein, by the California Federation of the Union of American Physicians and Dentists for the provision of a one-time three and one half percent (3.5%) Special Salary Adjustment (SSA) for all Unit 1 employees, which shall not be limited in amount by the SBSI maximum in effect on June 30, 1998.

- (a) The final state budget general fund appropriation and allocation to the CSU is no less than the level of the general fund appropriation to the CSU in the Governor's Budget for fiscal year 1998/99, and
- (b) The Union ratifies the tentative agreement on salaries and benefits for fiscal year 1998/99 by no later than July 23, 1998.

In the event the conditions of provisions (a) or (b) above are not met, the parties shall reopen negotiations in order to determine what, if any, salary increase shall occur in fiscal year 1998/99.

The SSA shall be equivalent to an SBSI effective on each employee's anniversary date during fiscal year 1998/99. The SSA will be processed in accordance with the SBSI provisions of the parties' Agreement in effect immediately prior to July 1, 1998.

If the fiscal year 1998/99 budget augmentation specified in provision 19.7 of the parties' Agreement effective July 1, 1998, occurs, then an additional eighty-five hundredths percent (0.85%) SSA shall be provided, subject to the conditions outlined in (a) and (b) above.

The range maximums of the Unit 1 Salary Schedule will be adjusted upward on July 1, 1998, by the same percentage as the SSA percentage indicated above.

Disputes concerning implementation of this Memorandum of Understanding are subject to the provisions of Article 8 - Grievance Procedure of the parties' Agreement effective after July 1, 1998.

**For the California State University**

**For the California Federation of the  
Union of American Physicians and  
Dentists**

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**Joel L. Block**  
Manager, Employee Relations

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**Joseph Bader**  
Regional Administrator

July 1, 1998

Mr. Joseph Bader  
Regional Administrator  
Union of American Physicians and Dentists  
4676 Admiralty Way, Suite 622  
Marina del Rey, CA 90292-6695

RE:       **DEA Registration Requirement**

Dear Joe:

The California State University, in accordance with applicable federal law, permits each campus to certify that a Unit 1 physician is an "individual practitioner who is required to obtain an individual registration in order to carry out his or her duties..." as a CSU employee. Each campus which requires a Unit 1 physician to maintain a current and valid DEA registration will provide the appropriate certification, to the extent permitted by law, permitting such individual practitioner to be eligible for the allowable exemption for State employees from payment of reregistration application fees.

Sincerely,

Joel L. Block  
Manager  
Employee Relations

**APPENDIX A**

**THE CALIFORNIA STATE UNIVERSITY  
SALARY SCHEDULE  
BARGAINING UNIT 1 - PHYSICIANS  
(Effective July 1, 1998)**

To view Salary Schedule for this time period, please click on link below:

<http://www.calstate.edu/hrpims/Salary/SalarySchd19990614.pdf>

APPENDIX B

SUPERSESION

This Agreement shall supersede:

<u>Issue</u>	<u>Education Code</u>	<u>Government Code</u>	<u>Military/Veterans Code</u>
Vacation	89504 (partial)	18005 18050 18051.5	
Leaves of Absence Without Pay	89510 89519		
Unauthorized Leaves of Absence	89541		
Personnel Files	89546		
Layoff	89543 89550 89551 89552 89553 89555 89556	18005 (Section C)  19991.1 19334	
Sick Leave		18100 18100.1 18100.5 18101 18103	
Holidays		6700 18025 18025.1	
Overtime		18023 18026	
Hours of Work	89502	18020 18020.1	
Military Leave	89513		395 395.01 395.05 395.1 395.3

**IN WITNESS WHEREOF**, the parties hereto, by their authorized representatives, have executed this Addendum to the Memorandum of Understanding:

**The California State University**

**California Federation of the Union of American Physicians and Dentists**

By: \_\_\_\_\_  
Michael Stennis, Chair, Trustees'  
Committee on Collective Bargaining

By: \_\_\_\_\_  
Robert L. Weinmann, MD, President

By: \_\_\_\_\_  
Samuel A. Strafacci  
Interim Senior Director  
Human Resources

By: \_\_\_\_\_  
Joseph Bader  
Regional Administrator,  
Chief Negotiator

By: \_\_\_\_\_  
Joel L. Block  
Employee Relations Manager,  
Chief Negotiator

By: \_\_\_\_\_  
Floyd W. Anscombe, MD  
Chief Steward

By: \_\_\_\_\_  
Myra Lappin

By: \_\_\_\_\_  
Fred Nakamura, MD, Steward

By: \_\_\_\_\_  
Cathy Wilson

By: \_\_\_\_\_  
Nancy A. Bleile, MD, Steward

By: \_\_\_\_\_  
John Hatton

**Student Representative**

By: \_\_\_\_\_  
Kevin Patrick

By: \_\_\_\_\_  
Virginia Whitby  
California State Student Association