

**Collective Bargaining
Agreement Between
The Board of Trustees
of
The California State University
and the
Academic Professionals of California
Local 1002, LIUNA, AFL-CIO**

Unit 4 – Academic Support

July 1, 1998 - June 30, 2000

	<p>THE CALIFORNIA STATE UNIVERSITY OFFICE OF THE CHANCELLOR 401 GOLDEN SHORE LONG BEACH, CALIFORNIA 90802-4210</p>
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TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1	RECOGNITION 1
ARTICLE 2	DEFINITIONS 1
ARTICLE 3	EFFECT OF AGREEMENT 3
ARTICLE 4	SAVINGS CLAUSE..... 4
ARTICLE 5	RECONSIDERATION PROCEDURE 5
	Definitions 5
	Reconsideration Procedure for Campus Policy/Work Rule 6
	Informal Level 6
	Level I - Formal 6
	Level II - Presidential Review 7
	Reconsideration Procedure for Systemwide Policy/Work Rule 7
	Level III - Chancellor's Office 7
	General Provisions 7
ARTICLE 6	MANAGEMENT RIGHTS..... 9
ARTICLE 7	CONTRACTING OUT 10
ARTICLE 8	UNION RIGHTS 10
ARTICLE 9	CONCERTED ACTIVITIES 14
ARTICLE 10	GRIEVANCE PROCEDURE..... 14
	General Provisions 20
ARTICLE 11	PERSONNEL FILE..... 21
ARTICLE 12	CORRECTIVE ACTION..... 23
	Reprimands 24
	Temporary Suspension 25
	Notice of Disciplinary Action..... 25
ARTICLE 13	APPOINTMENT 26
ARTICLE 14	PROBATION AND PERMANENCY/TENURE 29
	Service Credit for Probation 29
	Change of Position 30
	Breaks in Service 31
	Permanent Status or Tenure 31

TABLE OF CONTENTS
(Continued)

		<u>Page</u>
ARTICLE 15	CAREER ADVANCEMENT.....	32
	Career Development Plan.....	32
	Career Opportunities.....	32
ARTICLE 16	PROFESSIONAL DEVELOPMENT	33
	General Provisions.....	33
	Fee Waiver	33
	Training	35
	Professional Development Leaves.....	36
	Continuing Education	36
ARTICLE 17	ASSIGNMENT/REASSIGNMENT.....	36
	Teaching Responsibilities.....	38
ARTICLE 18	EVALUATION	38
	General Provisions.....	38
	Administrative Employees - Retention and Permanency.....	40
ARTICLE 19	SICK LEAVE.....	40
	Supplement to Industrial Disability Leave	43
	Catastrophic Leave Donation Program	43
ARTICLE 20	LEAVES OF ABSENCE WITH PAY.....	45
	Judicial Leave.....	45
	Military Leave.....	46
	Absence as a Witness.....	46
	Funeral Leave	46
	Citizen's Necessity Leave.....	47
	Maternity/Paternity/Adoption Leave	41
ARTICLE 21	NON-DISCRIMINATION	47
ARTICLE 22	LEAVES OF ABSENCE WITHOUT PAY.....	48
ARTICLE 23	SALARY	52
	General Salary Increase For 1998/99	53
	Service Salary Increases - 1998/99 and 1999/2000.....	53
	Performance Pay	54
	FY 1999/2000 Total Compensation Increase and Distribution	58
	Salary Step Adjustments Due to Change in Classification	58

TABLE OF CONTENTS

(Continued)

	Page
ARTICLE 24	BENEFITS.....59
	Health59
	Dental.....59
	Vision Care.....60
	Golden Handshake60
	Tax Sheltered Annuity61
	Dependent Care Reimbursement61
	Enhanced 1959 PERS Survivors Benefit.....61
	Employee Assistance Program.....61
	Life Insurance61
	Long Term Disability.....61
	Information Regarding Benefits.....62
	Flex Cash Program.....62
	Part-Time, Seasonal, and Temporary Employees - Retirement62
ARTICLE 25	HOLIDAYS63
	Holiday Work Compensation64
ARTICLE 26	VACATION65
ARTICLE 27	GENERAL PROVISIONS.....67
	10/12 Pay Plan.....67
	Travel Reimbursement.....67
ARTICLE 28	HOURS OF WORK68
	Meal Periods69
	Meal Allowance.....69
	Employee Request for Work Schedule Change.....69
	Rest Periods.....70
	Overtime.....70
ARTICLE 29	AUTHORSHIP OF CSU-PRINTED MATERIAL.....71
ARTICLE 30	OUTSIDE AND ADDITIONAL EMPLOYMENT.....63
	Outside Employment72
	Additional Employment72
	Limitations on Additional Employment72
ARTICLE 31	SAFETY.....73

TABLE OF CONTENTS

(Continued)

	<u>Page</u>
ARTICLE 32	WORK ENVIRONMENT.....74
	Library Privileges.....74
	Recreational Facilities.....75
	Parking.....75
ARTICLE 33	LAYOFF.....75
	Order of Layoff.....76
	Computation of Seniority Points for Permanent Employees76
	Tie-Breaking in the Order of Layoff79
	Employee Notice of Layoff.....79
	Employee Options in Lieu of Layoff.....79
	Reemployment Rights.....80
ARTICLE 34	WORKLOAD.....81
ARTICLE 35	DURATION AND IMPLEMENTATION.....81
APPENDIX A	CLASS CODES FOR UNIT 4 - ACADEMIC SUPPORT..... Error! Bookm
APPENDIX B	EXCLUDED CLASSES..... Error! Bookm
APPENDIX C	CLASSIFICATIONS NOT ELIGIBLE FOR OVERTIME..... Error! Bookm
APPENDIX D	CLASSIFICATIONS ELIGIBLE FOR OVERTIME..... Error! Bookm
APPENDIX E	GRIEVANCE PROCEDURE FORM..... Error! Bookm
APPENDIX F	REQUEST FOR RECONSIDERATION..... Error! Bookm
APPENDIX G	SALARY SCHEDULE EFFECTIVE JULY 1, 1997.....79
APPENDIX H	PROOF OF SERVICE FORM - RECONSIDERATION PROCEDURE.....88
APPENDIX I	LETTER OF UNDERSTANDING.....89
APPENDIX J	SUPERSESSION.....90
	SALARY SCHEDULE EFFECTIVE OCTOBER 1, 1998.....91
	SALARY SCHEDULE EFFECTIVE JULY 1, 1999.....101

ARTICLE 1

RECOGNITION

- 1.1 The Trustees of The California State University recognize the Academic Professionals of California, the Union, as the sole and exclusive bargaining representative for bargaining Unit 4, which includes the employees in classifications described in Appendix A of this Agreement.
- 1.2 The parties further agree that employees in classifications described in Appendix B of this Agreement and all other management, supervisory, and confidential employees as defined in the HEERA are excluded from the bargaining unit.
- 1.3 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.

ARTICLE 2

DEFINITIONS

- 2.1 Appropriate Administrator - The term "appropriate administrator" as used in this Agreement refers to the immediate nonbargaining unit supervisory or management person to whom the employee is accountable, or who has been designated to respond to a grievance or appeal.
- 2.2 Bargaining Unit - The term "bargaining unit" as used in this Agreement refers to the bargaining unit defined in Article 1, Recognition.
- 2.3 Calendar Year - The term "calendar year" as used in this Agreement refers to the period of time from January 1 through December 31.
- 2.4 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.
- 2.5 Chancellor - The term "Chancellor" as used in this Agreement refers to the chief executive officer of the CSU or his/her designee.

- 2.6 CSU - The term "CSU" as used in this Agreement refers collectively to the Trustees, the Office of the Chancellor, and the universities and the colleges.
- 2.7 Day - The term "day" as used in this Agreement refers to a calendar day. The time in which an act provided by this Agreement is to be done is computed by excluding the first day and including the last day, unless the last day is a holiday or other day on which the Employer is not regularly open for business, and then it is also excluded. Deadlines for an act provided by this Agreement may be extended by mutual agreement of the parties.
- 2.8 Employee - The term "employee," except as defined elsewhere 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.
- 2.9 Employer - The term "Employer" as used in this Agreement refers to the Trustees, the Chancellor, the Presidents, or their designees as they may act on behalf of the Employer.
- 2.10 Fiscal Year - The term "fiscal year" as used in this Agreement refers to the period of time from July 1 through June 30.
- 2.11 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.
- 2.12 Hours Worked - The term "hours worked" as used in this Agreement refers to all time that an employee is required to be on duty, or on the Employer's premises, or at a prescribed workplace for the Employer, and all times during which the employee is suffered or permitted to work for the Employer.
- 2.13 Parties - The term "parties" as used in this Agreement refers to the CSU and the Academic Professionals of California.
- 2.14 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.
- 2.15 Pay Status - The term "pay status" as used in Article 33, Layoff, of this Agreement refers to the time an employee is in actual work status; is using authorized paid vacation, CTO, or sick leave; or is on a leave of absence for which seniority credit has been authorized.

- 2.16 Permanent Employee - The term "permanent employee" as used in this Agreement refers to a bargaining unit employee who has been awarded permanent status.
- 2.17 President - The term "President" as used in this Agreement refers to the chief executive officer of a university or college or his/her designee. The term "President" shall also refer to the Chancellor or his/her designee, when appropriate.
- 2.18 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.
- 2.19 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.
- 2.20 Trustees - The term "Trustees" as used in this Agreement refers to the Board of Trustees of the CSU.
- 2.21 Union - The term "Union" as used in this Agreement refers to the Academic Professionals of California.
- 2.22 Union Representative - The term "Union Representative" as used in this Agreement refers to a bargaining unit member or union officer or staff member who has been officially designated in writing as a Union Representative.
- 2.23 Workday - The term "workday" as used in this Agreement refers to the hours an employee is scheduled for work on any one (1) calendar day.

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. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties in an expressed written amendment to the Agreement. This Agreement supersedes all previous Agreements, understandings, policies, and prior practices related to matters included within this Agreement.

- 3.2 The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to offer proposals 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 for in this Agreement, the Employer and the Union, for the life of this Agreement, voluntarily and unqualifiedly waive 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.
- 3.3 When the CSU determines that a study to develop new classifications or to revise current classifications is necessary, the CSU shall notify the Union. Within fifteen (15) days of such notification, the Union may request a meeting with the CSU to discuss the classification study. Such a meeting shall be held at the Office of the Chancellor.

ARTICLE 4

SAVINGS CLAUSE

- 4.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction or governmental administrative agency having authority over the provisions, such provisions will not be deemed valid and substituting except to the extent permitted by law, but all other provisions of this Agreement will continue in full force and effect.
- 4.2 At the request of either party, negotiations on a replacement provision will commence within sixty (60) days of such request.

ARTICLE 5

RECONSIDERATION PROCEDURE

Definitions

- 5.1 Request for Reconsideration - The terms "request for reconsideration" or "request" as used in this Article refers to a request filed by an employee for reconsideration of an alleged violation, misapplication, or misinterpretation of a specific written CSU policy governing working conditions or work rules.
- 5.2 Employee - The term "employee" as used in this Article refers to a:
- a. permanent employee(s)
 - b. probationary employee(s)
 - c. temporary employee(s)
- who alleges that he/she has been directly wronged by a violation of a specific written CSU policy governing working conditions or work rules.
- 5.3 Appropriate Administrator - The term "appropriate administrator" as used in this Article refers to the immediate non-bargaining unit supervisory or management person to whom the employee is normally accountable or who has been designated to respond to the request for reconsideration.
- 5.4 Representative - The term "representative" as used in this Article refers to an employee or an individual within the bargaining unit or representative of the Union who, at the employee's request, may be present at all Levels through Level III.
- 5.5 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 include a proof of service by mail which 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. (See Appendix H for Proof of Service form.)

Reconsideration Procedure for Campus Policy/Work Rule

- 5.6 A request for reconsideration filed by an employee alleging a violation, misapplication, or misinterpretation of a specific written campus policy governing working conditions or work rules shall be processed pursuant to provisions 5.7 - 5.15.

Informal Level

- 5.7 An employee shall have the right to present an informal request for reconsideration and to have such request considered in good faith by an appropriate administrator.
- 5.8 An employee, whenever possible, shall attempt to resolve an alleged policy violation with the appropriate administrator. A resolution of the alleged policy violation shall not be precedent-setting.
- 5.9 If the issue is not resolved through informal discussions, the employee may file a Level I formal request for reconsideration with the appropriate administrator no later than twenty-one (21) days after the event giving rise to the request, or no later than twenty-one (21) days after the employee knew or reasonably should have known of the event giving rise to the request.

Level I - Formal

- 5.10 The formal request for reconsideration shall state clearly and concisely on a form, a copy of which appears as Appendix F:
- a. The specific written CSU policy or rule alleged to have been violated, misapplied, or misinterpreted.
 - b. A detailed description of the reasons for the request, including names, dates, places and times necessary for a reasonable understanding.
 - c. The remedy sought.
 - d. The name, classification, address, telephone number, and signature of the employee.
 - e. The name, address, and telephone number of the representative, if any.
 - f. The date of submission at each level.
- 5.11 An appropriate administrator shall hold a meeting with the employee at a mutually acceptable time and location. At this meeting, pertinent

information may be presented, orally or in writing, to the appropriate administrator. The appropriate administrator shall respond to the employee in writing no later than twenty-one (21) days after the Level I meeting.

- 5.12 In the event the reconsideration request is not settled at Level I, the employee may file with the President, no later than fourteen (14) days after the Level I response, a Level II request for reconsideration. The employee shall include in the request a written statement indicating the reason that any proposed settlement at Level I was unsatisfactory.

Level II - Presidential Review

- 5.13 The President may hold a meeting with the employee at a mutually acceptable time and location. At this meeting, pertinent information may be presented, orally or in writing, to the President. The President shall respond to the employee in writing no later than twenty-one (21) days after the filing of the Level II request or twenty-one (21) days after a Level II meeting, if such a meeting occurs.
- 5.14 No amendments and/or modifications to the request shall be made by the employee after the Level II filing date.
- 5.15 The Level II response shall be a final decision.

Reconsideration Procedure for Systemwide Policy/Work Rule

- 5.16 A request for reconsideration filed by an employee alleging a violation, misapplication, or misinterpretation of a specific written systemwide policy governing working conditions or work rules shall be processed pursuant to provisions 5.7 - 5.14 above.
- 5.17 In the event such a request for reconsideration is not settled at Level II, the employee may file a Level III request for reconsideration with the Office of the Chancellor no later than fourteen (14) days after the Level II response.

Level III - Chancellor's Office

- 5.18 A designated individual in the Office of the Chancellor may hold a meeting with the employee at a mutually acceptable time and location. A designated individual in the Office of the Chancellor shall respond to the employee in writing no later than twenty-one (21) days after the filing of the Level III request, or twenty-one (21) days after a Level III meeting if such a meeting is held. This response shall be a final decision.

General Provisions

- 5.19 Failure of the employee to comply with the time limitations of this Article shall render the request null and void and bar subsequent filing of the request.
- 5.20 Failure by the appropriate administrator, or the President, to respond in a timely manner under this Article shall permit the request to be filed at the next level.
- 5.21 Prior to filing a request, the employee and representative, if any, shall each be provided with one (1) hour release time for preparation and reasonable time for presentation of the request for reconsideration at the Informal Level.
- 5.22 After the request has been filed, a representative and the employee shall be provided reasonable release time for the purpose of preparation and presentation of the request.
- 5.23 Both parties agree that files pertaining to a request for reconsideration shall be confidential.
- 5.24 The parties, by mutual agreement, may consolidate requests on similar issues at any level.
- 5.25 A decision by an employee to submit a request for reconsideration pursuant to the terms of this Article shall constitute a waiver of all other remedies and access to procedures provided for anywhere else in this Agreement.
- 5.26 Time limits set forth in this Article may be extended by mutual agreement.
- 5.27 An employee may withdraw a Request for Reconsideration at any time. The employee shall not file any subsequent request on the same alleged incident.
- 5.28 The procedure (Article 10, Grievance Procedure, or Article 5, Reconsideration Procedure) utilized by the employee at the Level II filing shall indicate a final and binding selection of procedures. Prior to the Level II filing, the employee may convert to the alternative procedure without interruption of time limits nor sequence of levels.
- 5.29 Except as provided in the paragraph above, an employee may not utilize both Article 10, Grievance Procedure, and Article 5, Reconsideration Procedure, to adjust the allegations arising from a single set of circumstances.
- 5.30 An employee may present Requests for Reconsideration and have such requests adjusted without the intervention of the Union provided that the

employer will not agree to a resolution of the request until the Union has received a copy of the request and the proposed resolution and has been given the opportunity to file a response.

5.31 An employee shall not suffer reprisals for participation in the processing of a Request for Reconsideration filed pursuant to this Article.

5.32 When the employee alleges a violation, misapplication or misinterpretation of a CSU policy which prohibits sexual harassment and/or discrimination on the basis of race, religion, color, sex, sexual preference, age, disability, marital status and/or national origin, the employee may address his/her complaint to the campus Affirmative Action Officer or other appropriate administrator specifically designated to review sexual harassment and/or discrimination complaints. This may be instead of the appropriate administrator as provided in Articles 5.7 and 5.11 above, and shall be at the employee's option.

ARTICLE 6

MANAGEMENT RIGHTS

6.1 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 7

CONTRACTING OUT

- 7.1 When the President deems it necessary in order to carry out the mission and operations of the campus, the President may contract out work.
- 7.2 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. "Long term basis" in this provision means six (6) months or more. The CSU shall meet with the Union for this purpose within thirty (30) days of such a request.

ARTICLE 8

UNION RIGHTS

- 8.1 Upon request of the APC, the CSU shall provide at no cost facilities not otherwise required for campus business for union meetings that may be attended by employees during non-worktime.
- 8.2 The APC shall bear the cost of all campus materials and supplies incident to any union meeting or union business conducted on campus. The APC shall also bear the cost of any overtime pay or other extraordinary clean-up costs which may be incurred as a result of the union meeting. When a meeting request is submitted and the APC inquires, the campus shall inform the APC whether or not costs shall be charged.
- 8.3 Intra-campus mail service shall be available to the APC at no cost for official union communications. The APC shall package and label materials for convenient handling according to the normal specifications of the campus, which shall be communicated upon request of the APC. The name of the APC shall appear on all union materials sent through the campus mail service.
- 8.4 The APC shall have the use of an adequate number of designated bulletin boards for the posting of union material. Such bulletin boards shall be visible and accessible to employees and in areas frequented by employees.
- 8.5 A copy of union material posted on bulletin boards and union material extended for general distribution to employees through campus mail service shall be provided in a timely manner to the appropriate administrator.

- 8.6 Union business involving employees shall be conducted during non-worktime except as provided for elsewhere in this Agreement. Union business shall not interfere with campus programs or operations.
- 8.7 APC Representatives shall have the right to visit members of the unit on the campuses during non-worktime. The appropriate administrator shall be notified of the presence of an APC Representative who is not a campus employee either upon the representative's arrival at the campus or by telephone in advance of arrival.
- 8.8 The campus personnel office shall provide to the APC upon request, a monthly list of all employees new to the bargaining unit, employees reclassified, and those who have terminated their employment. Such lists shall contain names and work locations and shall be provided at no cost to the APC.
- 8.9 Upon request of the APC, employee lists and public information shall be provided to the APC. An employee's home address shall be released to the APC unless the employee has officially informed the CSU that he/she wishes the home address withheld. The cost of such employee lists and public information shall be borne by the APC.
- 8.10 No more than one (1) steward shall be designated by the APC from among bargaining unit employees at each campus. The APC shall, within fourteen (14) days of the execution of this Agreement and thereafter within fourteen (14) days of a change in designation of a steward, advise the President and the Office of the Chancellor in writing of the name of the union steward and alternate on each campus.
- 8.11 The CSU shall provide release time of one (1) full day for each scheduled meet and confer session for up to six (6) employees in the bargaining unit. Additional release time shall be provided on an individual basis to meet special needs related to transportation and work schedules.
- Up to three (3) APC representatives shall be provided with release time to attend Board of Trustees meetings. Requests to attend such meetings shall be submitted to the Office of the Chancellor far enough in advance to permit scheduling of APC speakers pursuant to rules and regulations of the Trustees and to arrange the appropriate release time.
- 8.12 Upon request of the APC made pursuant to (1) or (2) below, the CSU shall grant a union leave without loss of compensation as follows:
- (1) Statewide Officer Leave Effective July 1, 1999:

- (a) The APC shall submit to the CSU in advance of the first date of leave requested a list of employees who are entitled to leave as APC Statewide Officers pursuant to this provision. Not more than one such Officer at any one campus may be designated. Such a list shall include the employee's name and campus.
- (b) Leave hereunder shall not exceed an aggregate amount for all Statewide Officers of 780 days per contract year to conduct union business. No more than 260 days of union leave taken under this provision may be used at any one campus in a contract year. Notice of any absence must be given to the campus by the employee at least 5 working days in advance of the absence. No carry over from one FY to another is permitted. CSU reserves the right to refuse union leave requests for bona fide work reasons. APC must report to CSU when statewide or campus maximum reached.
- (c) Such leaves may be partial or full time and for any individual employee shall not exceed 260 days. An employee on such a leave shall continue to earn service credit and retirement credit. Vacation, holiday and sick leave credit(s) shall not accrue during such a leave. The employee on such a leave shall have the right to return to his/her former position upon expiration of the leave. Such a leave shall not constitute a break in service for the purpose of salary adjustments, sick leave, vacation, or seniority.

(2) Steward Leave Effective July 1, 1999:

APC shall furnish to the CSU per 8.10 an up-to-date list indicating the one steward assigned to each campus that will be eligible for union leave hereunder. Such leave shall not exceed 13 days per year at a campus to conduct union business provided that all the requirements of provision 8.6 are met. Notice of any absence must be given to the campus by the employee at least 5 working days in advance of the absence. No carry over from one FY to another is permitted. APC must report to the President when the maximum is reached at each campus. The CSU reserves the right to refuse union leave requests for bona fide work reasons.

8.13 The APC may request unpaid leaves of absence for a specified period of time for members of the bargaining unit designated by the APC. Such leaves shall be subject to provisions of Article 22, Leaves of Absence Without Pay.

- 8.14 It is the intent of this provision to provide payroll dues deduction for APC members to be deducted from their pay warrants insofar as permitted by law. The CSU agrees to request that the Controller deduct and transmit to APC all authorized deductions from all APC members within the bargaining unit who have signed and approved authorization cards for such deductions on a form provided by APC, less necessary administrative costs incurred by the State Controller. Such employee authorization may be withdrawn at any time, provided the employee follows APC's procedures for withdrawal.
- 8.15 The amount of dues deducted from APC members' pay warrants shall be set by APC and changed by the CSU upon written request of the APC. The APC shall give the University thirty (30) days notice of any changes in deduction amounts.
- 8.16 Employees shall be free to join or not to join the APC.
- 8.17 APC 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 APC dues and deductions.
- 8.18 An employee shall not suffer reprisals for participation in union activities.

ARTICLE 9

CONCERTED ACTIVITIES

- 9.1 Employees shall not engage in strikes or any other concerted activity which would interfere with or adversely affect the operations or mission of the CSU.
- 9.2 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.
- 9.3 The Union shall play a responsible role in preventing any employee from participating in any concerted activity and shall notify employees of such prohibitions.
- 9.4 The CSU agrees that it will not lock out any bargaining unit employee(s).

ARTICLE 10

GRIEVANCE PROCEDURE

10.1 Definitions

Grievance - The term "grievance" as used in this Article refers to a written allegation by a grievant that there has been a violation, misapplication, or misinterpretation of a specific term of this Agreement.

Grievant - The term "grievant" as used in this Article refers to a:

- a. permanent employee(s);
- b. probationary employee(s);
- c. temporary employee(s) employed at least thirty (30) consecutive days immediately prior to the event giving rise to the grievance

who alleges in a grievance that he/she has been directly wronged by a violation of a specific term of this Agreement.

The term "grievant" as used in this Article may refer to the Union when alleging a grievance on behalf of itself, or on behalf of a unit member or

group of unit members. The Union shall not grieve on behalf of unit members who do not wish to pursue individual grievances.

Appropriate Administrator - The term "appropriate administrator" as used in this Article refers to the immediate nonbargaining unit supervisory or management person to whom the employee is accountable, or who has been designated to respond to the grievance informally or at Level I.

Representative - The term "representative" as used in this Article shall be an employee or APC representative who, at the grievant's request, may be present at the Informal Level through Level III. Representation of the employee at Level IV shall be by the exclusive representative.

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, the postmark 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.

10.2 Informal Level

- a. An employee shall have the right to present a potential grievance and to have the potential grievance considered in good faith by an appropriate administrator.
- b. An employee, whenever possible, shall attempt to resolve a potential grievance informally with an appropriate administrator. A resolution of a potential grievance at the informal stage shall not be precedent-setting.
- c. If the potential grievance is not resolved through informal discussions, the employee may file a formal Level I grievance with an appropriate administrator no later than twenty one (21) days after the event giving rise to the grievance or no later than twenty-one (21) days after the employee knew or reasonably should have known of the event giving rise to the grievance.

10.3 Level I - Formal

- a. The formal grievance shall state clearly and concisely on a grievance form, a copy of which appears as Appendix E:
 1. The specific term of the Agreement alleged to have been violated;

2. A detailed description of the specific grounds of the grievance, including names, dates, places, and times necessary for reasonably understanding;
 3. The remedy sought;
 4. The name, classification, address, telephone number, and signature of the grievant;
 5. The name, address, and telephone number of the representative, if any;
 6. The date of submission at each level.
- b. An appropriate administrator shall hold a meeting with the grievant within fourteen (14) days after receipt of the Level I filing at a mutually acceptable time and location. At this meeting, pertinent information may be presented, orally or in writing, to the appropriate administrator. The appropriate administrator shall respond to the grievant in writing with a copy to the indicated representative, if any, no later than twenty-one (21) days after the Level I meeting.
 - c. In the event the grievance is not settled at Level I, the grievant may file, no later than fourteen (14) days after the Level I response, a Level II grievance with the President.

10.4 Level II - Presidential Review

- a. The President may hold a meeting with the grievant at a mutually acceptable time and location. At this meeting, pertinent information may be presented, orally or in writing, to the President. The President shall respond to the grievant in writing, with a copy to the indicated representative, if any, no later than twenty-one (21) days after the filing of the Level II grievance or twenty-one (21) days after a Level II meeting, if such a meeting occurs.
- b. No amendments and/or modifications to the grievance shall be made by the grievant after the Level II filing date.
- c. The grievant shall present at Level II all issues and evidence related to the grievance. No additional issues and evidence may be presented by the grievant after Level II.
- d. Prior to the Level II response date, the President may waive all procedures at Level II and expedite the grievance to Level III. The

President shall notify the grievant of the expedited grievance. Level III time limits shall commence on the date the grievant was so notified.

- e. In the event the grievance is not settled at Level II, the grievant may file a Level III grievance with the Office of the Chancellor no later than fourteen (14) days after the Level II response. The grievant shall attach a copy of the Levels I and II responses together with any documents presented at these levels.

10.5 Level III - Chancellor's Office

- a. A designated individual in the Office of the Chancellor shall hold a meeting with the grievant and/or a designated representative of the grievant at a mutually acceptable time and location. A designated individual in the Office of the Chancellor shall respond to the grievant in writing, with a copy to the indicated representative, if any, no later than twenty-one (21) days after the Level III meeting.
- b. In the event the grievance is not settled at Level III, the exclusive representative may, by written notice to the Office of the Chancellor no later than thirty (30) days after the Level III response, file for arbitration of the grievance.

10.6 Level IV - Arbitration

- a. The parties shall attempt to agree on a mutually acceptable arbitrator. If agreement on an arbitrator has not been reached within sixty (60) days of the filing of the request for arbitration, the Union may request the American Arbitration Association supply a list of seven (7) names pursuant to its rules. If the Union fails to make such a request of the AAA within ninety (90) days of the filing of the request for arbitration, the request for arbitration shall be considered withdrawn and the grievance resolved.
- b. Within fourteen (14) days after 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.
- c. If an arbitrability question exists, a two-stage hearing will be required. The parties, pursuant to the procedures described herein, shall select an arbitrator to convene a formal hearing and render a written decision relative to the question of arbitrability.

1. If the grievance is found not arbitrable, the grievance shall be deemed null and void.
 2. If the grievance is found arbitrable, the arbitrator shall hear the merits of the grievance. This provision shall not prohibit the parties from mutually agreeing to address both the arbitrability and merits of the grievance in one hearing, or from mutually agreeing to select a second arbitrator to hear the merits of the grievance.
 3. Nothing contained herein shall prevent the parties from settling the grievance prior to the second arbitration hearing.
 4. The arbitrator's decision on arbitrability shall be in writing and shall set forth his/her findings, reasonings, and conclusions on the issues submitted.
- d. At least twenty-one (21) days prior to the scheduled date of arbitration, there shall be a pre-arbitration conference at which representatives of the parties shall discuss issue statements, documents and evidence to be presented at the hearing.
- e. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply at Level IV, except when the specific language of this Agreement is in conflict, in which case the specific language of the Agreement shall apply.
- f. It shall be the function of the arbitrator to rule on the specific grievance. The arbitrator shall be subject to the following limitations:
1. The arbitrator's awards shall be based solely upon the evidence and arguments appropriately presented in the hearing and upon any post-hearing briefs.
 2. The arbitrator shall have no power to alter, add to, detract from, or amend the provisions of this Agreement. The arbitrator shall be without power to make any recommendation which requires the commission of an act prohibited by law, or which is violative of the specific terms and conditions of this Agreement.
 3. The arbitrator shall not consider any issue not raised by the parties at Level III of this Agreement.
 4. An arbitrator shall not make an award which will supersede the substance of the President's professional judgment. An arbitrator

shall not make awards concerning the amount, or granting or denial of performance pay, nor shall he/she have authority to order monetary relief in any grievance concerning the performance pay program.

5. The award of the arbitrator may or may not include back pay provided, however, that any back pay award shall not be in excess of twenty-four (24) months salary less the difference of any compensation including unemployment benefits that the employee received. Under no circumstances may interest be included in an award.
 6. The standard of review for the arbitrator is whether the CSU violated a specific term of the Agreement.
 7. The arbitrator's decision on the merits shall be in writing and shall set forth his/her findings, reasonings, and conclusions on the issues submitted.
 8. A final decision or award of the arbitrator shall be made within thirty (30) calendar days of the close of the hearing.
- g. The arbitrator's award shall be final and binding upon both parties.
- h. 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 the parties.

General Provisions

- 10.7 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 the 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.
- 10.8 Prior to filing a grievance, the potential grievant and representative, if any, shall each be provided with one (1) hour release time for grievance preparation and reasonable time for grievance presentation at the Informal Level.
- 10.9 After the grievance has been filed, a representative and the grievant shall be provided reasonable release time for the purpose of preparation and presentation of the grievance.
- 10.10 A reasonable number of witnesses for a grievant who are CSU employees shall be provided with reasonable release time for presenting testimony at an arbitration hearing. Within one (1) year of such arbitration hearing, such a witness shall arrange with the appropriate administrator and work an amount of reassigned time equal to the amount of worktime lost due to serving as a witness.
- 10.11 The parties agree that all grievance files and/or the content of grievance meetings shall be confidential. Grievance records shall be kept in a file separate from the grievant's personnel file.
- 10.12 An employee may present grievances and have such grievances adjusted without the intervention of the exclusive representative as long as adjustment is reached prior to arbitration. Such adjustment shall be consistent with the terms of the written agreement then in effect. Once a request for arbitration has been made, the Employer will not agree to a resolution of a grievance until the exclusive representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 10.13 Time limits set forth in this Article may be extended by mutual agreement.
- 10.14 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. The grievant or his/her representative shall have access to all information which would assist in

adjusting the grievance exclusive of information defined as "confidential" or "personal" pursuant to the Information Practices Act of 1977 or the HEERA.

- 10.15 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.
- 10.16 By mutual agreement, a grievance may be filed at the step at which the authority to resolve the grievance resides.
- 10.17 A grievant may withdraw a grievance at any time. The grievant shall not file any subsequent grievance on the same alleged incident.
- 10.18 The parties, by mutual agreement, may consolidate grievances on similar issues at any level.
- 10.19 A grievance settled prior to a final arbitration award shall not be precedent-setting.
- 10.20 A decision by the APC to submit a grievance to arbitration shall automatically be a waiver of all other remedies (except as provided otherwise by statute).
- 10.21 No representative or agent of the exclusive representative may solicit complaints or grievances during the employee's worktime.
- 10.22 An employee shall not suffer reprisals for participation in the processing of a grievance filed pursuant to this Article.

ARTICLE 11

PERSONNEL FILE

- 11.1 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 used in personnel actions. An employee shall normally be sent a copy of any material to be placed in the personnel file at the time of placement. An employee shall be provided with a copy of material which could lead to an adverse personnel action no later than fourteen (14) days after the placement of such material in his/her personnel file.

- 11.2 An employee shall have the right of access to reports, documents, correspondence, and other material officially maintained in his/her campus personnel file.
- 11.3 An employee may request an appointment for the purpose of inspecting his/her personnel file. Such requested appointments shall be scheduled during normal business hours. The manner of inspection shall be subject to reasonable conditions.
- 11.4 An employee may be accompanied by a person of his/her choice when inspecting his/her personnel file.
- 11.5 Following receipt of an employee's written request, the campus shall, within a reasonable period of time established by the campus, provide a copy of all requested material. The employee shall bear the cost of duplicating such materials, except as provided for in Article 10, Grievance Procedure, or Article 18, Evaluations, or when such materials have bearing on disciplinary action or corrective action matters.
- 11.6 If, after examination of his/her records, an employee does not agree with the contents of any material in the file, the employee may submit a written rebuttal. This written rebuttal shall become part of the employee's personnel file.
- 11.7 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, correction of the record. 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, the President shall state the reason(s) for denial in writing, and this statement shall be sent to the employee. If the President grants the request for correction of the record, 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.
- 11.8 Final personnel decisions relating to promotion, retention, tenure/permanency for permanent or probationary employees shall be based primarily on material contained in the employee's personnel file and open to the employee's inspection. Final personnel decisions relating to disciplinary actions shall be based primarily on material contained in the employee's personnel file and open to the employee's inspection.
- 11.9 If a personnel decision as referenced in provision 11.8 above must be based on information not contained in the employee's personnel file, that

information shall be committed to writing and this written statement shall be a part of the employee's personnel file. An employee may request the effective date of any pending personnel action based on such information be extended by the appropriate administrator to allow the employee to utilize procedures outlined in provisions 11.6 and 11.7 of this Article. The appropriate administrator shall respond in writing. Such a request shall not be unreasonably denied.

- 11.10 Materials submitted by an employee during a performance evaluation shall be deemed incorporated by reference in the official personnel file, but need not be physically placed in the file. An index of such materials shall be prepared by the employee and submitted with the materials. Such an index shall be permanently placed in the personnel file. Materials incorporated by reference in this manner shall be considered part of the personnel file for the actions set forth in provision 11.8 of this Article. Upon the completion of a performance evaluation, indexed materials may be returned to the employee.
- 11.11 No one shall have access to pre-employment materials in the personnel file, except when such access is required pursuant to the Information Practices Act of 1977 or when such material may have an effect on a personnel action under consideration.
- 11.12 Attendance and payroll records maintained separately from the personnel file may be reviewed by the employee within a reasonable period of time after the request is made. Such attendance and payroll records shall be excluded from provisions of Article 11, Personnel File.
- 11.13 Upon the employee's request, a reprimand in the personnel file shall be permanently removed three (3) years from its effective date. 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.
- 11.14 Employees' personnel files shall be held in confidence and shall be subject to inspection only by persons with official business.
- 11.15 The classification/reclassification of a position to which an employee is assigned shall not be considered a personnel decision as defined in provision 11.8 above.

ARTICLE 12

CORRECTIVE ACTION

Reprimands

- 12.1 An employee may receive from an appropriate administrator an oral and/or written reprimand. Such a reprimand shall be confidential and given within a reasonable time of event(s) giving rise to the reprimand.
- 12.2 An employee shall be provided with a copy of a written reprimand at least five (5) days prior to the possible placement of such a reprimand in the employee's personnel file.
- 12.3 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 APC representative.
- 12.4 Any written reprimand shall be placed in the official personnel file of the affected employee and shall be subject to Article 11, Personnel File. The employee shall be provided with a copy of a written reprimand.
- 12.5 The employee shall have the right to attach a rebuttal to a written reprimand and/or request correction of the record pursuant to Article 11, Personnel File.
- 12.6 Reprimands shall not be subject to Article 10, Grievance Procedure, except for alleged violations of the procedures described in this Article.
- 12.7 The appropriate administrator may at any time retract a reprimand or modify a reprimand. The appropriate administrator shall notify the employee of such retractions or modifications.

Temporary Suspension

- 12.8 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 or operations, or (c) investigation of allegations which may lead to a notice of disciplinary action.
- 12.9 The President shall notify the employee in writing of the immediate effect of a temporary suspension. Such notification shall be placed in the official personnel file of the affected employee and shall be subject to Article 11, Personnel File.
- 12.10 The President may terminate or extend a temporary suspension and shall so notify the employee. A temporary suspension including any extension shall automatically terminate upon the effective date of any disciplinary action or thirty (30) days after the commencement of the temporary suspension, whichever occurs first.
- 12.11 Temporary suspensions are not subject to Article 10, Grievance Procedure, of this Agreement, except for alleged violations of the procedures described in this Article.

Notice of Disciplinary Action

- 12.12 Disciplinary Action - "Disciplinary actions" shall be limited to dismissal, demotion, or suspension without pay.
- 12.13 Any notice of disciplinary action shall be issued by the President and served in person or by certified mail at the employee's last known address. Disciplinary actions so noticed in accordance with this provision shall not be covered by any other term of this Agreement.
- 12.14 An employee in receipt of a notice of disciplinary action pursuant to provision 12.13 may accept the disciplinary action at any time by filing a letter of acceptance with the President. An acceptance of discipline shall result in the imposition of the sanction, but is not an admission by the employee of misconduct.
- 12.15 Within twenty (20) days of receipt of a notice of disciplinary action, an employee may request a hearing before the State Personnel Board pursuant to Education Code Sections 89538 and 89539. Such a request is the sole and exclusive procedure that may be utilized by a member of this bargaining unit for appeal from a disciplinary action.

ARTICLE 13

APPOINTMENT

- 13.1 Notices of campus position vacancies in the Academic Support Unit except for temporary positions of sixty (60) days or less, shall be posted for fourteen (14) days in the campus Personnel Office and should be included in any listing of campus position vacancies on other appropriate bulletin boards. Upon request, copies of such notices shall be provided to the union steward on each campus.
- 13.2 Such announcements shall include the classification title, description of duties, desirable experience, minimum qualifications, salary range, and procedures to be followed by applicants applying for such vacancies.
- 13.3 An employee who believes he/she is qualified for such a vacant position may apply within the specified application period. Such an application, together with the applications of other qualified persons, shall be considered.
- 13.4 When utilizing a search or interview committee to fill a vacancy in the bargaining unit, at least one (1) bargaining unit member shall be included on the committee.
- 13.5 Appointments shall be made by the President. Appointments may be temporary, probationary, or permanent. Appointments shall be made through official written notification by the President. No employee shall be deemed to be appointed in the absence of such official written notification. Such notification shall include the classification title and time-base to which the employee is being appointed, the initial salary, the employment status of the employee, and the effective date of the appointment.
- 13.6 Temporary appointments shall be for periods of time determined by the President and may be extended by the President except as limited by this Article. Temporary appointments shall specify in writing the expiration date of the appointment and that the appointment may expire prior to that date. Such an early separation shall normally require a ten (10) day notification. Temporary appointments automatically expire at the end of the period stated and do not establish consideration for subsequent appointments or any further appointment rights except as provided for in this Article. No other notice shall be provided.

13.7 Full-Time Temporary Employees

- A. No full-time temporary employee may be appointed or employed for a period exceeding 5 years of consecutive full-time temporary service in a classification series at the campus.
- B. Full-time incumbent temporary employees with 5 or more years of consecutive full-time temporary service in a classification series on the campus as of the date of the tentative agreement shall be awarded permanency at a 100% time-base in the classification held at the time permanency is granted.
- C. In the event that a full-time temporary employee exceeds 5 years of consecutive full-time temporary service in a classification series on the campus, he/she shall be granted permanency at 100% time-base in the classification held at the time permanency is granted.

13.8 Part-Time Temporary Employees With a Time-Base of 50% or More

- A. No part-time temporary employee with a time-base of 50% or more may be appointed or employed as a temporary employee for a period exceeding 5 consecutive years at a time-base of 50% or more in a classification series on the campus.
- B. A part-time temporary employee who has been employed for at least 5 consecutive years with a time-base of 50% or more in a classification series on the campus as of the date of the tentative agreement shall be awarded permanency at the time-base held at the time of the granting of permanency and in the classification held at that time.
- C. A part-time temporary employee who has been employed as a temporary employee for at least three consecutive years, but less than five consecutive years, with a time-base of 50% or more in a classification series on the campus, as of the date of the tentative agreement, shall be awarded permanency upon completion of five consecutive years of temporary service in that series on the campus, regardless of his/her time-base in the last two of those years.
- D. Permanency shall be granted to a part-time temporary employee upon completion of 5 years of consecutive temporary service with a time-base of 50% or more in a classification series on the campus.
- E. Permanency granted a part-time temporary employee under provisions 13.8 C, or D, above, shall be granted at the time-base and in the classification held at the time permanency is granted. A time-base shall

not be reduced in the appointment immediately preceding the grant of permanency.

13.9 Part-Time Temporary Employees With a Time-Base Less Than 50%

- A. No part-time temporary employee with a time-base of less than 50% may be appointed or employed as a temporary employee for a period exceeding 6 consecutive years in a classification series on the campus.
- B. A part-time temporary employee with a time-base of less than 50% who has been so employed for at least 6 consecutive years in a classification series at the campus as of the date of the tentative agreement shall be awarded permanency at the time-base and in the classification held at the time of the grant of permanency.
- C. Permanency shall be granted to a part-time temporary employee with a time-base of less than 50% upon completion of 6 consecutive years of temporary service in a classification series on a campus.
- D. Permanency granted a part-time temporary employee with a time-base of less than 50% shall be granted at the time-base and in the classification held at the time permanency is granted. A time-base shall not be reduced in the appointment immediately preceding the grant of permanency.

13.10 Miscellaneous Provisions

- A. "Year," as used in these provisions 13.7 through 13.9, shall be a 365-day period commencing on the date of appointment or anniversary date during which a temporary employee is in compensable status for 275 days or more.
- B. Nothing in these provisions shall result in temporary service being credited toward the probationary period except as provided for in Article 14.4 and 14.5.
- C. These provisions shall not apply to hourly intermittent employees.
- D. The parties intend for the above provisions to supersede/waive AB1372, if enacted, and any other statute on matters specifically covered in this provision.
- E. Effective Date - The changes in Article 13 as reflected in the June 9, 1999, TA are effective June 9, 1999, and apply only to employees on the Unit 4 payroll on or after that date.

- 13.11 An employee may apply for a vacant position at any CSU campus for which he/she is qualified. Such applications, along with applications of other qualified persons, shall be considered by the President.
- 13.12 An employee appointed to a position at another campus shall transfer his/her accumulated sick leave and retirement credit, and may transfer earned vacation credit.

ARTICLE 14

PROBATION AND PERMANENCY/TENURE

- 14.1 A probationary period is the period of credited service an employee who has received a probationary appointment shall serve in order to qualify for a permanent appointment.
- 14.2 A probationary employee is a full-time employee serving a period of probation.
- 14.3 The probationary period for full-time employees is normally two (2) years of continuous credited service in a particular classification.

Service Credit for Probation

- 14.4 Part-time temporary service shall not count as credited service for probation. Full-time temporary service may count as credited service for probation when granted by the President.
- 14.5 Time spent by an employee in a temporary assignment to a higher or lateral classification pursuant to provision 17.4, Article 17, Assignment/Reassignment, may be credited towards probation if the employee receives an appointment to that same higher or lateral classification.
- 14.6 A year of service for an employee in an academic year position is two (2) consecutive semesters or three (3) consecutive quarters of employment within an academic year. For an academic year employee at a facility with a quarter system, year-round operation, a year of service is any three (3) quarters in a period of four (4) consecutive quarters.
- 14.7 A year of service for an employee in a twelve (12) month position is any consecutive twelve (12) months of full-time employment.

- 14.8 A year of service for an employee in a ten (10) month position 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.

Change of Position

- 14.9 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 classification may be required to serve a new probationary period. The length of service required for such a new probationary period shall be determined by the President.
- 14.10 When a permanent CSU employee receives an appointment at another campus in the same classification in which he/she holds permanency or tenure, the President may reduce the length of the probationary period to be served.
- 14.11 If a reclassification action is taken and an employee is placed in a new classification, the employee may be required to serve a new probationary period.
- 14.12 If a full-time employee with permanent status or tenure in a lower classification is advanced to a probationary appointment in a higher classification at the same campus and is denied permanency or tenure in the higher classification, he/she shall have the right to return to the lower classification with permanent status or tenure in that class. If the lower class has been abolished or superseded and the University determines a comparable class has been established, the employee shall have the right to move to the lower equivalent class with permanent status or tenure in that class.

Breaks in Service

- 14.13 An employee's probationary period is extended for the same number of days such employee is on WC, IDL, NDI, LWOP, or paid sick leave of over thirty (30) days.
- 14.14 If an employee who has made formal application for WC, IDL, or NDI would gain permanent status or tenure between the time of application for benefits and the granting or denial of benefits, and the employee's performance justifies rejection, a rejection may be processed in the usual manner.
- 14.15 Except as otherwise provided for in this Agreement, the President shall determine if there has been a break in service when a full-time probationary employee is granted a partial leave of absence. When a probationary employee takes a leave of absence or is appointed to a new position, the President shall determine whether the time served before the leave or new appointment is counted in determining the remaining length of probationary service.
- 14.16 Rejection During Probation
- a. A 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 not less than three (3) weeks notice of rejection during probation.
 - b. An employee rejected during probation may not use Article 10, Grievance Procedure, to grieve the decision to reject during probation. An employee may utilize the provisions of Article 5, Reconsideration Procedure, up to and including the Presidential level, to appeal the decision to reject during probation.

Permanent Status or Tenure

- 14.17 The award of permanent status or tenure shall only be by official written notification of the President. No employee shall be deemed to have been awarded tenure or permanent status in the absence of such notification.
- 14.18 A full-time employee may hold permanent status or tenure in only one (1) classification at any given time.

ARTICLE 15

CAREER ADVANCEMENT

Career Development Plan

- 15.1 The purpose of a career development plan is to facilitate an employee's acquisition of education, training, and experience needed to meet the qualification requirements for entry into a higher level position on the campus.
- 15.2 A career development plan may be developed by an employee working in conjunction with an appropriate administrator and/or advisor/mentor. Prior to implementation, the plan shall be signed by the employee and subject to written approval by the appropriate administrator. A copy of the plan shall be sent to the campus Personnel Office.
- 15.3 Except as provided for elsewhere in this Agreement, the employee shall be responsible for acquiring education and training on his/her time and at his/her expense as necessary to meet the requirements of the career development plan.
- 15.4 The appropriate administrator shall approve requests from the employee for enrollment in the CSU fee waiver program, provided such requests are consistent with the career development plan and subject to provisions of Article 16, Professional Development.
- 15.5 The career development plan is subject to at least annual review and renewal by the appropriate administrator. Lack of satisfactory progress by the employee towards the goals of a career development plan may be cause for withholding further approval of the plan.

Career Opportunities

- 15.6 After successful completion of a career development plan:
- a. Notice of such successful completion shall be placed in the employee's personnel file.
 - b. An employee may submit with his/her application for appointment to a higher level position, a statement regarding experience and education acquired under the plan.
 - c. A qualified employee who applies for a vacant posted position consistent with the plan shall be interviewed.

- d. The President, at his/her sole discretion, may appoint the employee to a vacancy in a higher level position. At the time of such an appointment, the employee shall have met the minimum qualifications of the appropriate classification. A vacant position filled by an appointment made pursuant to this provision shall not require posting. An employee receiving such an appointment shall serve a new probationary period, pursuant to the provisions of Article 14, Probation and Permanency/Tenure.

ARTICLE 16

PROFESSIONAL DEVELOPMENT

General Provisions

- 16.1 Professional development opportunities shall include:
 - a. the fee waiver program;
 - b. training directly of benefit to the campus;
 - c. professional development leaves directly of benefit to the campus;
 - d. continuing education.
- 16.2 Application procedures by which an employee may request professional development opportunities shall be determined by the President. Upon request of an employee or APC, such application procedures shall be made known to the requestor.
- 16.3 Upon request of an employee or the APC on behalf of an employee, the administrator responsible for the professional development opportunities listed in 16.1 shall endeavor to provide information regarding the availability of training funds.
- 16.4 The President may establish requirements that an employee shall meet upon completion of a professional development opportunity. Such requirements shall be established prior to the commencement of the professional development opportunity.

Fee Waiver

16.5 The appropriate administrator may approve a request from all full-time employees and part-time permanent employees for enrollment in a maximum of two (2) CSU courses or six (6) units, whichever is greater, per semester/quarter on the fee waiver program subject to the following conditions:

- a. the course shall be job-related or shall be a part of an approved career development plan;
- b. an employee who qualifies for admission to a campus in accordance with established CSU standards and criteria shall be admitted, except that fees may be waived pursuant to this Article. An employee who does not qualify for regular admission may be admitted pursuant to the authority of the President, except that fees may be waived pursuant to this Article;
- c. the fee waiver program may not be used to take courses in self-support programs.

16.6 The term "fee waiver" as used in this Article means a program that waives or reduces fees as listed below:

The following fees shall be fully waived:

Application Fee
Identification Card Fee
Instructionally Related Activity Fee

The following fees shall be reduced to one dollar (\$1.00):

Student Body Association Fee
Student Union Fee
Health Facilities Fee

The State University Fee shall be waived for the units of courses taken in the fee waiver program. Employees taking CSU courses in addition to the CSU fee waiver courses shall pay the difference between the full State University Fee and the part-time State University Fee.

16.7 Participation in the fee waiver program shall entitle an employee to instructional services but not to student services.

16.8 Provided the operational needs of the employee's department are met in an orderly and normal manner, an employee shall be granted reasonable release time for one (1) on-campus course per semester/quarter taken pursuant to provision 16.5 of this Article.

- 16.9 An employee on a leave of absence who, pursuant to provision 16.5, is eligible to request a fee waiver may request a fee waiver for enrollment in more than two (2) courses per semester/quarter.
- 16.10 In order for an employee to continue participating in this program, normal academic standards shall be maintained. Courses taken on the fee waiver program shall be taken for credit and not audited.
- 16.11 A record of completed courses may be placed in the employee's official personnel file.

Training

- 16.12 An employee wishing to participate in training, including workshops, seminars, short courses, professional meetings, or other professional activities, may submit a written request to the appropriate administrator. Such a request may include release time with pay, flexible working hours, tuition, and travel. The appropriate administrator shall respond to such requests in writing.
- 16.13 When an employee is required by an appropriate administrator to take work-related training, the employee shall be granted release time for such training if it occurs during working hours. When an employee eligible for overtime is required by an appropriate administrator to take work-related training during non-working hours, the employee shall be granted overtime pay or compensating time off pursuant to Article 28, Hours of Work.
- 16.14 An employee may request release time for the purpose of taking examinations to acquire or maintain a required specialized license or certificate.
- 16.15 A full-time permanent employee may request at the Personnel Office or be offered the opportunity for a temporary assignment in a higher level position on a training and development basis.
- Upon request, an employee serving on such a temporary assignment shall be provided with a letter of verification of such service. A copy of such a verification letter shall be placed in the personnel file of the employee.
- 16.16 Employees may prepare and present training proposals for bargaining unit employees. The Union also may submit such proposals to the Personnel Office.

16.17 The appropriate administrator(s) shall consider any training proposal(s), and respond in writing regarding the training proposal(s).

16.18 Upon request of the Union, the appropriate administrator(s) shall meet with the Union and a reasonable number of affected employees to discuss the training proposal. Such a meeting shall be held at a time and place mutually agreeable to the appropriate administrator and the Union.

Professional Development Leaves

16.19 An employee may request, pursuant to Article 22, Leaves of Absence Without Pay, of this Agreement, a professional development leave without pay directly of benefit to the campus. Such requests may include leaves to:

- a. undertake specific projects, research, or scholarly activity;
- b. undertake professional activity or research subsidized by a grant;
- c. participate in a work experience program;
- d. pursue an educational program, advanced degree or other specialized training related to his/her professional development.

16.20 An eligible employee may request a leave, pursuant to Article 21 of this Agreement.

Continuing Education

16.21 Continuing Education Training is only that training necessary to meet degree, and licensure or certificate requirements mandated as an employee's condition of employment.

16.22 An employee eligible for Continuing Education training may request to participate in such activities in accordance with campus procedures and provision 16.12 above.

ARTICLE 17

ASSIGNMENT / REASSIGNMENT

17.1 An employee shall receive an initial assignment at the time of appointment.

17.2 The President may, consistent with the provisions of this Article, reassign an employee any position/duties which the President determines to be necessary and desirable to the CSU's operations/programs.

- 17.3 Unless a reassignment is for training purposes, an employee who believes he/she has been reassigned to a position for which his/her qualifications are not commensurate may:
- a. request a meeting with the appropriate administrator to discuss the employee's qualifications;
 - b. place in his/her personnel file a written statement indicating the reasons the employee believes the reassignment is not commensurate with his/her qualifications.
- 17.4 An employee may be temporarily assigned to a position in a higher or lateral classification by the President for up to one (1) year, when the President determines such an assignment is in the best interests of the campus. An employee shall be provided with notice of such a temporary assignment at least fourteen (14) days prior to the effective date of such a temporary assignment.
- Said notification shall include a copy of his/her position description.
- If a position description is to be altered, the employee shall be provided with a copy of the altered position description at least seven (7) days prior to its effective date. Position descriptions shall reflect the employee's assigned duties and responsibilities.
- 17.5 After thirty (30) consecutive calendar days in a temporary assignment at a higher classification, an employee shall begin to receive the appropriate compensation of the higher classification. If any such future assignments within a twelve (12) month period extend for more than fourteen (14) consecutive calendar days, the employee shall receive the appropriate compensation of the higher classification from the first day of such an assignment. Days on which an employee is absent from work on a paid leave shall not constitute a break in "consecutive calendar days" as the term is used in this Article.
- 17.6 An employee serving such a temporary assignment of duties of another classification shall be provided with a letter of verification of such service upon request of the employee. A copy of such a verification shall be placed in the personnel file of the employee.
- 17.7 At the end of the temporary assignment of duties of another classification, the employee shall be returned to his/her former position or an equivalent position in the same classification from which he/she was temporarily reassigned.

- 17.8 Student assistants may be assigned to perform work for which the President determines they are qualified. Such work may be work performed by employees in the bargaining unit.
- 17.9 Appropriate administrators may perform work normally performed by employees in the bargaining unit when the President determines that the performance of such work is necessary and desirable to the CSU's operations/programs.
- 17.10 When the CSU determines that there may be a need for implementation of any procedures in Article 33, Layoff, the number of student assistant hours and the number of administrators shall not be increased for the purpose of performing bargaining unit work.

Teaching Responsibilities

- 17.11 A qualified employee, as part of his/her assigned duties, may develop, develop and teach, or teach University approved courses related to student services.

ARTICLE 18

EVALUATION

General Provisions

- 18.1 The appropriate administrator shall inform the employee in writing that a performance evaluation shall take place. Performance evaluation procedures shall be determined by the President. Such procedures shall be put in writing and made available to employees.
- 18.1 A. The following provisions 1-4 are effective commencing with 1999/2000 evaluations:
1. Employees shall be evaluated on at least an annual basis utilizing the following criteria:
 - a. Quality of the employee's work
 - b. Quantity of the employee's work

- c. Professional judgement and responsibility (also including attendance abuse and working relationships)
 - d. Specific contributions to the campus/CSU and/or specific contributions to the community in areas directly related to the employee's work assignment, if applicable.
2. Performance evaluations shall be based on the direct observation or supervision of the employee's work during the period since the employee's last performance evaluation. In the event the evaluator has not directly observed or supervised the employee's work, the evaluation shall be based primarily on the content of the employee's official personnel file.
 3. Performance evaluations shall be prepared in draft form. Such evaluation shall refer to key incidents relied on if they are not documented in the personnel file. A copy will be given to the employee who shall have 14 days to submit a rebuttal (if any) to the evaluator before the evaluation is finalized. An employee may elect to submit any such rebuttal (accompanied by the draft evaluation it rebuts) to his/her personnel file. Any documents referenced in the draft evaluation which are not part of the employee's official personnel file at the time the draft is submitted to the employee shall be placed in the file at that time.
 4. An employee may submit materials for consideration during the performance evaluation process, including evaluative material from campus and community sources generated by individuals familiar with the employee's work.

18.2 A written record of a final performance evaluation shall be placed in the employee's personnel file and subject to the provisions of Article 11, Personnel File. The employee shall be provided with a copy of the written recommendation, if any, made at each level of the review.

18.3 If an employee disagrees with the record of a final 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.

18.4 A performance evaluation shall not be considered a final personnel decision as referred to in Article 11.

18.5 All final decisions regarding permanency shall be made by the President.

Administrative Employees - Retention and Permanency

- 18.6 A performance evaluation for the purpose of retention or permanency shall consist, at a minimum, of an administrative review. A performance evaluation may include a peer review component. If such a component is included then service on such a peer review committee shall be subject to Article 28.15, and such a committee shall consist of only permanent/tenured employees.

ARTICLE 19

SICK LEAVE

- 19.1 Following completion of one (1) qualifying pay period, a full-time employee shall accrue eight (8) hours of credit for sick leave with pay. Thereafter, for each additional qualifying pay period, eight (8) hours of credit for sick leave with pay shall be accrued.
- 19.2 Employees who are appointed less than full time shall accrue credit for sick leave with pay on a pro rata basis.
- 19.3 Sick leave may be accumulated without limits, and no additional sick leave with pay beyond that accumulated shall be granted, except as provided for in provision 19.24.
- 19.4 An employee shall be responsible for promptly reporting an absence to the appropriate administrator.
- 19.5 An employee shall be responsible for promptly completing and signing the campus absence form and returning the absence form to the appropriate administrator or his/her designee.
- 19.6 The President may require an employee to verify the claimed reason(s) for absence of more than three (3) consecutive days by submission of a physician's statement or other verification.
- 19.7 When the appropriate administrator has reasonable cause to believe there has been an abuse of sick leave, an employee may be notified that he/she is required to provide a physician's statement or other appropriate verification for any future absences.
- 19.8 Under no circumstances may an employee be granted sick leave for days during which the employee is laid off, or on a leave of absence without pay

or during periods when the campus or department is closed and the employee is not required to work.

19.9 An employee on vacation who becomes ill or injured and submits a physician's statement or other appropriate verification may request his/her vacation leave for such days be converted and charged to his/her accumulated sick leave. Such requests shall not be granted during any period after notice of pending separation.

19.10 Absences Chargeable to Sick Leave

The use of sick leave may be authorized by the President only when an employee is absent because of:

- a. illness or injury;
- b. exposure to contagious disease;
- c. dental, eye, or other physical or medical examinations or treatments by licensed practitioners;
- d. illness or injury in the immediate family;

- e. death of a person in the immediate family; and
 - f. childbirth or disability related to pregnancy.
- 19.11 "Immediate family" shall mean a close relative or person residing in the immediate household of the employee, except domestic employees and roomers.
- 19.12 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. The appropriate administrator may authorize the use of additional sick leave for family care.
- 19.13 The President may authorize up to forty (40) hours of accrued sick leave for bereavement pursuant to provision 19.10e. When one (1) or more deaths occur in a calendar year, up to forty (40) hours of accrued sick leave credit may be authorized for each death.
- 19.14 Any disability caused by, or contributed to by, pregnancy is a justification for the use of sick leave and should be handled in the same way as illness or injury. A female employee in work status is entitled to use ten (10) days sick leave for childbirth. A physician's verification may be required for use of sick leave in excess of these ten (10) days.
- 19.15 A female employee on a maternity leave pursuant to Article 22 of this Agreement shall be entitled upon return to work status to use earned sick leave for the period of time she was disabled immediately prior to and immediately following childbirth. Earned sick leave shall only be charged for workdays in such a period of time. Normally, ten (10) days of earned sick leave may be charged. A physician's verification may be required for the use of earned sick leave pursuant to this provision in excess of ten (10) days.
- 19.16 Upon request by an employee, the President may authorize the use of unpaid sick leave or the use of vacation for an employee who has exhausted his/her accumulated sick leave.
- 19.17 An employee may be required to undergo a medical examination as directed by the President if the President questions the employee's ability to perform his/her required duties. When such an examination is by a physician selected by the employer, the CSU shall bear the cost of such medical examination. Time required to travel to and from the physician's office and time spent at the physician's office shall be considered time worked.
- 19.18 In the event an employee disagrees with the medical findings of the CSU-selected physician, the employee shall have the right to examination by a

physician of his/her choice. The employee shall be required to bear the cost of such examination. The President shall consider the medical report from the employee's physician.

- 19.19 When an employee has restricted ability to carry out his/her duties due to illness as indicated by medical evidence or when an appropriate administrator observes an employee unable to perform his/her duties, the President may direct an employee to take sick leave.

Supplement to Industrial Disability Leave

- 19.20 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 IDL is being paid.
- 19.21 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.
- 19.22 Such a supplement to IDL payments shall not result in the employee receiving a payment in excess of his/her regular salary or wage.
- 19.23 All payments received by an employee while on IDL shall be subject to mandatory and authorized voluntary deductions.

Catastrophic Leave Donation Program

- 19.24 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, 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 of leave credits per fiscal year in increments of one hour or more. Donations are irrevocable.
- d. Donated leave credits may be used to supplement only 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 leave credits donated and used may not exceed an amount sufficient to ensure the continuance of the employee's regular monthly rate of compensation.
- e. The total donated leave credits shall normally not exceed an amount necessary to continue the employee for three calendar months calculated from the first day of catastrophic leave. The president may approve an additional three-month period in exceptional cases. The leave should not be deemed donated until actually transferred by the campus record keeper to the record of the employee receiving leave credits.
- f. For employees whose appointments have not been renewed, donated time may not be used beyond the employee's appointment expiration date in effect at the beginning of the disability.
- g. Only vacation and sick leave credits may be donated.
- h. Donated leave credits may not be used to receive service credit following a service or disability retirement.
- i. Any CSU union may solicit leave donations from bargaining unit employees for direct transfer to employees eligible to receive such leave credits.
- j. Catastrophic illness or injury may also include an incapacitated member of the employee's immediate family if this results in the employee being required to take time off for an extended period of time in order to care for the family member and the employee has exhausted both all of 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 20

LEAVES OF ABSENCE WITH PAY

Judicial Leave

- 20.1 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 or CTO to cover the time off.
- 20.2 An hourly employee shall be eligible for time off with pay for jury duty only for those hours he/she was scheduled to work.
- 20.3 An employee who is called for jury duty shall promptly notify the appropriate administrator and shall make efforts to arrange jury duty at a time least disruptive to his/her work schedule.
- 20.4 The employee is required to notify in writing 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.

Military Leave

- 20.5 Emergency military leave, temporary military leave, and indefinite military leave shall be granted to eligible employees in accordance with state and federal law. This provision shall not be subject to Article 10, Grievance Procedure, of this Agreement.

Absence as a Witness

- 20.6 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.
- 20.7 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. 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 or compensatory time off (CTO) shall be used in such cases.
- 20.8 An employee who is party to a suit or who is an expert witness not serving in the interest of the CSU shall appear on his/her own time and may seek the payment of witness fees. The employee shall be charged vacation or CTO, and if no vacation or CTO is available, the employee shall be docked for the period of absence.

Funeral Leave

- 20.9 For each death of a significantly close person, upon request to the President, the employee shall be granted a one (1) day leave with pay. If such a death of a significantly close person 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.
- 20.10 A leave granted in accordance with provision 20.9 above may be supplemented in accordance with the bereavement provision in Article 19, Sick Leave, if requested by the employee.
- 20.11 The term "significantly close person" as used in this Article shall only mean a 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 person living in the immediate household of the employee except domestic employees and roomers.

Citizen's Necessity Leave

- 20.12 Any non-citizen unit member who is completing a process for becoming a U.S. citizen upon written request may be granted two (2) hours time off without loss of pay to attend oath of allegiance ceremonies.
- 20.13 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.

Maternity/Paternity/Adoption Leave

- 20.14 An employee shall be entitled to up to five (5) workdays "maternity/paternity/adoption leave" (as defined in Provision 22.5 and subject to the requirements of provision 22.8) with pay. Such leave runs concurrently with any other related leaves for which the employee is eligible.

ARTICLE 21

NON-DISCRIMINATION

- 21.1 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.
- 21.2 Executive Order 419 is amended to provide for advisory fact-finding upon appeal to Level III as follows. 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.

- 21.3 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.
- 21.4 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.
- 21.5 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 22

LEAVES OF ABSENCE WITHOUT PAY

- 22.1 A full-time employee or a less than full-time permanent employee may be granted a full or partial leave of absence without pay. Leaves of absence without pay shall normally be limited to one (1) year.
- 22.2 Leaves of absence without pay may be granted in accordance with this Article for the following purposes or reasons:
- a. loan of an employee to another governmental agency;
 - b. outside employment that would lessen the impact of a potential layoff or a layoff;
 - c. temporary incapacity due to illness or injury;
 - d. family care or medical leave
 - e. to care for a "significantly close person" as defined in provision 20.11 with a serious health condition; and

f. other satisfactory reasons.

Leaves of absence without pay granted for c. and d. above shall also be subject to Article 19, Sick Leave. Periods of disability related to pregnancy are subject to the provisions of Article 19, Sick Leave. Leaves under e. above to care for a "significantly close person" other than a child, parent or spouse of the employee, shall not be considered a family care or medical leave under provisions 22.4 and 22.6 through 22.16.

22.3 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. The applicant shall receive a written response regarding granting or denial of the leave.

22.4 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; or to care for a child, 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 22.6 through 22.16 of this Article.

22.5 "Maternity/paternity/adoption leave" shall refer to a leave for the purpose of a parent preparing for the arrival of a new infant and the care of a new infant.

A permanent employee is entitled to a maternity/paternity/adoption leave without pay of up to twelve (12) months upon his/her written request, subject to the conditions of provision 22.12 of this Article. This leave shall satisfy the family care leave requirements of permanent employees for reason of the birth of a child of the employee, the placement of an infant child with an employee in connection with the adoption or foster care of the child by the employee; or to care for an infant child who has a serious health condition. At least thirty (30) days prior to the ending date of the leave, the employee shall inform the appropriate administrator in writing of his/her intention to return from leave. Changes in the terms of the leave may be made by mutual agreement of the appropriate administrator and the employee.

22.6 An employee who has at least one academic year or twelve (12) months of service, is entitled to a family care or medical leave without pay.

- 22.7 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.
- 22.8 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.
- 22.9 Before granting a family leave for the serious health condition of a child, parent or spouse, the President may require certification of the serious health condition from the health care provider.
- 22.10 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 re-certification if additional leave is requested.
- 22.11 An employee may use sick leave during the period of family leave upon mutual agreement between the employee and appropriate administrator, and the use of such sick leave during the period of family leave shall not be limited to forty (40) hours as required in provision 19.12 of this Agreement. The use of sick leave shall be in accordance with the appropriate provisions of Article 19 of this Agreement.
- 22.12 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 maternity/paternity/adoption leave available to a permanent employee pursuant to provision 22.5 of this Article.
- 22.13 An employee shall provide the President with reasonable 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 possible will be provided. In cases of emergency, when no advance notice is possible, written notice of the need for leave shall be provided within five (5) working days of learning of the need for the leave.
- 22.14 If the employee's need for family 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.

22.15 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.

22.16 An employee on family care or medical leave shall retain employee status and shall continue to accrue seniority points pursuant to Article 33 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. However, if any paid portion of the family care or medical leave is less than 12 weeks, upon request of the employee to continue coverage, the CSU shall continue to make employer contributions toward health, dental and vision coverage 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.

22.17 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.

22.18 Upon the expiration of an authorized leave of absence without pay, an employee has the right to return to his/her former position or an equivalent position within his/her classification and the time lost shall not constitute a break in service.

- 22.19 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.
- 22.20 Service credit shall not be granted to an employee on a leave of absence without pay, except when the leave is granted pursuant to provision 8.13, Article 8, Union Rights, or when the President determines that the purpose of the leave is of benefit to the campus and expressly grants such service credit.
- 22.21 When requested by the President, an employee granted a leave of absence without pay shall provide verification that the conditions of the leave were met.
- 22.22 An employee on a leave of absence without pay for more than fifteen (15) working days may opt to continue his/her benefits at his/her own expense. An employee on a leave of absence without pay for fifteen (15) working days or less shall receive benefits only if the employee earns a sufficient amount to cover his/her share of any benefit costs.

ARTICLE 23

SALARY

- 23.1 The salary schedule that pertains to employees in this bargaining unit shall be the schedule in effect on 6/30/98 and shall be found in Appendix G of this Agreement.

Employees may receive SSIs and/or performance pay increases on the salary schedule. An employee's salary may exceed the SSI maximum step of their salary range as a result of a performance pay increase, but not as a result of an SSI. When an employee reaches or exceeds the SSI maximum step, he/she may receive further performance pay increases, but no additional SSIs.

The current step structure is retained but employees may be paid between steps for performance pay and SSI increases. Employees may also be paid between steps for salary adjustments due to a change in classification if the employee is off step at the time of the classification change. The initial appointment must be on step.

- 23.2 An employee shall be assigned to a step or rate within the salary range appropriate to his/her classification, or may be paid at a rate or step above the SSI maximum step pursuant to performance pay increase(s) as described in paragraph 2 of 23.1.

General Salary Increase For 1998/99

- 23.3 For fiscal year 1998/99 the steps and salary ranges in Appendix G shall be increased by 2.77% effective October 1, 1998.

Service Salary Increases - 1998/99 and 1999/2000

- 23.4 A Service Salary Increase (SSI) is upward movement on a salary range. For the fiscal year 1998/99, employees eligible and authorized to receive an SSI shall receive either a 1-step increase on the current structure (approx. 2.4%), or a 2.4% increase if the employee is off step, but not both, effective his/her anniversary date for 1998/1999 if the employee has completed the required qualifying service.

For the fiscal year 1999/2000, employees eligible and authorized to receive an SSI shall receive either a 1-step increase on the current structure (approx. 2.4%), or a 2.4% increase if the employee is off step, but not both, effective his/her anniversary date in 1999/2000, if the employee has completed the required qualifying service and the budget conditions in provision 23.9 are satisfied.

In no event shall an employee's salary exceed the SSI maximum of her/his salary range as a result of an SSI.

- 23.5 Upon determination by the appropriate administrator as to whether or not the employee has performed in a satisfactory manner, the adjustment shall be authorized or denied in writing. The employee shall be provided with a copy of the written authorization or denial.

Decisions regarding the granting or denial of SSIs shall not be subject to Article 10, Grievance Procedure.

For 1998/99 SSIs, denial of an SSI shall be subject to Article 5, Reconsideration Procedure, beginning and ending at Level II and providing that, upon request of an employee denied an SSI, a meeting shall be arranged within seven (7) days of the request with a representative of the President for the purpose of reviewing such denial. The employee may be represented at this meeting.

For 1999/2000 SSIs, the appeal process shall be:

An employee may appeal the decision to deny a Service Salary Increase to the President no later than fourteen (14) days after receipt of the appropriate administrator's decision. The appeals shall be heard by a committee of three (3) Unit 4 employees chosen by lot from the performance increase appeals panel as provided for in Section 23.8 J. Unit 4 employees who are appealing Service Salary Increase decisions shall not serve on the committee during that year. The committee will hear all such appeals of the appropriate administrator's decision at the campus that year individually. The CSU and the Unit 4 employee (and/or his/her representative) may present evidence to the panel at the hearing. A majority decision by the committee shall be required in order to grant any appeal.

All unexpended funds from the pool for SSI-eligible employees in fiscal year 1999/2000 shall be available to fund successful appeals. The decision of the appeal committee shall be final and binding. Any portion of such reserved campus pool that is not expended in the above manner shall be rolled over and added to the pool for performance increases for the following fiscal year.

23.6 An employee who is eligible for an SSI may receive such adjustment effective on the first of the monthly pay period following completion of the required qualifying service after (a) appointment, (b) last SSI or (c) movement between classes that resulted in a salary increase of one (1) or more steps. The required service for a ten (10) month or 10/12 employee is the completion of twelve (12) pay periods and ten (10) months of qualifying service. The required service for a twelve (12) month employee is the completion of twelve (12) pay periods and twelve (12) months of qualifying service. The required service for an academic year employee is the completion of one (1) full academic year of qualifying service.

23.7 The parties expressly agree that any SSI program in effect in fiscal year 1999/2000 will not continue forward or survive after the expiration of this Agreement. Any SSI program in effect in a fiscal year shall not continue forward to another fiscal year, or survive, unless the parties expressly so agree.

No SSIs will be granted above, nor shall the granting of an SSI result in a salary rate above, the SSI maximum step. An employee eligible and authorized to receive an SSI who is between the SSI maximum step and the step immediately before it shall receive only that part of a 2.4% increase necessary to raise his/her salary to the SSI maximum step.

Performance Pay

- 23.8
- A. Performance pay for Unit 4 employees shall be in the form of a permanent increase in the base salary of the individual, on the salary schedule in Appendix G, or shall be in the form of a one-time bonus (not a permanent increase in the base salary of the individual) in the case of Unit members who have reached the performance maximum step of the classification in the salary schedule in Appendix G. Such bonus will not be added to, or considered part of, any employee's base salary. Bonuses do not apply to SSIs.
 - B. The maximum performance salary increase and/or performance bonus per employee in one fiscal year is 7.5% (in addition to any SSI that is awarded that year).
 - C. The effective date of performance pay (not SSI) increases shall be July 1, 1998, for 1998/99 performance increases and July 1, 1999, for 1999/2000 performance increases.
 - D. During contract year 1998/99, the CSU may expend up to 40% of the negotiated compensation increase pool for Unit 4 which is \$1,095,400, not including associated benefits, on performance pay, including the payment of service salary increases (SSIs).
 - E. For FY 1998/99, each campus will be allocated an amount of money from the systemwide Unit 4 performance pool of \$1,095,400 (not including associated benefits). Funds dedicated to this program on each campus shall be based on the most recent available actual FY salaries paid to bargaining unit positions. From this amount, the campus first allocates salary dollars sufficient to fund service salary increases for each eligible Unit 4 employee.
 - F. There shall be the following distribution of the remaining funds for the performance pay program on a campus:
 - (1) 5% of total campus funds are withheld to fund successful performance pay (not SSI) appeals.
 - (2) President withholds 10%.
 - (3) All remaining funds (85%) distributed to campus organizational units to be determined by the President who will consult with campus steward or APC designee concerning the campus organizational units selected.

The funds from F(3) above will be allocated on a prorated basis to said campus organizational units based upon the Unit 4 salary pool for the units (without affecting the 5% hold back for appeals in F(1) or the President's 10% pool in F(2)).

Any performance pay money not expended in the fiscal year for either base pay increases or bonus awards will be rolled over for use on that campus for performance pay during the succeeding fiscal year.

For FY 1999/2000, the performance pay fund will be calculated by multiplying the total amount of compensation increase money for Unit 4 by 40% and notifying each campus in the manner described above.

- G. In addition to the performance pay fund established for General Fund employees, a similar fund shall be established for all non-General Fund employees on each campus. The amount of the performance pay pool for non-General Fund employees shall be the same percentage amount of their salaries and related benefit cost as is the case for General Fund employees. An individual campus shall not augment its General Fund employee performance pay pool above the amount specified in the contract, nor shall the non-General Fund performance pay pool exceed the amount provided for herein.
- H. The following procedure applies to performance pay only but not SSIs: Employees may be nominated by a supervisor/ administrator, or may self-nominate. The head of the campus organizational unit or designee, will review nominations in accordance with I, below and then will submit his/her recommendation on recipients and amounts to the President. President, or designee, may concur or disagree with the recommendations, may change the amount of any recommended increase, and/or may grant an increase for any Unit 4 employee that was not recommended by the head of his/her campus organizational unit. The total amount awarded at this level shall not exceed the President's pool in F(2) above. The President or designee shall, after consideration of all appropriate recommendations in accordance with I., below, select the recipients and determine the appropriate amount of the increases to be granted.
- I. Performance pay decisions shall be based on the employee's most recent performance evaluation completed prior to the performance pay recommendation deadline. Prior to making performance pay recommendations or decisions, the evaluation, in conjunction with all supporting documentation used as the basis for the evaluation, shall be reviewed at each level.

- J. Appeals: A Unit 4 employee who has received a positive recommendation from the head of his/her campus organizational unit may appeal the President's decision that denies a performance pay increase or bonus, or decreases the amount of a performance pay increase or bonus that is recommended by the head of the campus organizational unit. The employee will be notified of the amount of any award recommended for him/her by the head of the campus organizational unit. Appeals of the President's decision may be filed by the affected employee requesting that CSU grant or increase the award.

The employee may file an appeal with the President no later than fourteen (14) days after receipt of the President's decision. The appeals shall be heard by a committee of three (3) Unit 4 employees chosen by lot from an appeals panel elected by the Unit 4 employees at the campus. Unit 4 employees who are appealing performance pay decisions shall not serve on the committee during that year. The committee will hear all such appeals of the President's decision at the campus that year in a single hearing. The CSU and the Unit 4 employee (and/or his/her representative) may present evidence to the panel at the hearing. A majority decision by the committee shall be required in order to grant any appeal.

The 5% pool in F(1) above shall be reserved to fund any additional increases granted under this process. The committee may not grant any increases that total more than the amount of such reserved campus appeals pool. The decision of the appeal committee shall be final and binding. Any portion of such reserved campus pool that is not expended in the above manner shall be rolled over and added to the pool for performance increases for the following fiscal year.

- K. Grievability: Decisions regarding the granting or denial of performance pay, or the amount, shall not be subject to Article 10, Grievance Procedure. However, APC may grieve an alleged violation of a specific term of this provision 23.8, subject to provision 10.6.f.4.
- L. Timelines for nominations, recommendations, decisions, communication to recipients, etc., to be determined at each campus by the President who will consult with APC.
- M. The name, classification and campus of each recipient, together with the dollar amount awarded each recipient, shall be reported to the APC systemwide office no later than 30 days following the announcement of performance awards on each campus. Awards shall also be reported by amount of increase, gender and ethnicity (but without individual

names) for each campus. Reports shall identify performance awards by category: service or merit based.

FY 1999/2000 Total Compensation Increase and Distribution

- 23.9 If the final gross General Fund budget of the CSU has increased by at least \$160 million (including both General Fund and student fee revenue) from fiscal year 1998/99 to fiscal year 1999/2000, then the total compensation increase to Unit 4 employees for 1999/2000 shall be a four percent (4%) compensation pool which shall be distributed as follows: (a) forty percent (40%) of the increases shall be for performance increases, including SSIs, including associated benefit costs, and (b) the remaining sixty percent (60%) shall be for the general salary increase. If the increase in the final gross General Fund budget is less than \$160 million, then the parties shall give priority to funding a service salary increase, and shall reopen negotiations solely on the amount and distribution of the general salary and performance salary increases, only in the event CSU decides it will not implement the 4% compensation pool as indicated above.

Fiscal year 1999/2000 compensation increases referred to anywhere in this document shall become effective and payable to employees only in the event the above budget conditions are satisfied.

Salary Step Adjustments Due to Change in Classification

- 23.10 When an employee moves to a class with a lower salary range within the same series, the appropriate step or rate in the salary range shall be determined by considering any previous related service in a higher or lower class. Notwithstanding the above, in no case shall the new salary exceed the rate previously received in the higher class.
- 23.11 When an employee moves to a class with a lower salary range in another series, the appropriate step or rate in the salary range shall be determined by the appropriate administrator. Notwithstanding the above, in no case shall the new salary exceed the rate previously received in the higher class. Determination of the appropriate step or rate in such cases shall be made by applying the criteria that would normally be used for making an initial appointment to that class.
- 23.12 When an employee moves without a break in service to a class with a higher salary range, the appropriate step or rate in the salary range shall be determined by the appropriate administrator. The step in the higher salary range shall approximate a two (2) step increase, or 4.8% if the employee is between steps.

- 23.13 Lump Sum Bonus: A one-time bonus of \$383 will be paid to each full-time employee on payroll on the ratification date. Part-time employees on payroll on ratification date will receive a pro-ration of the \$383 bonus according to their timebase. Intermittent and indeterminate employees are expressly excluded. The above bonus will not be added to, or considered part of, any employee's base pay. It will be paid as soon as administratively feasible following ratification date.

ARTICLE 24

BENEFITS

Health

- 24.1 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 the PERS for participating members. The Employer contribution shall be based upon the formula as provided in Government Code Section 22825.1.
- 24.2 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 benefits 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.
- 24.3 The term "family member" as used in this Article shall mean "family member" as defined in Government Code 22754(f).
- 24.4 All bargaining unit employees who contribute toward health benefits pursuant to Article 24.1 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 participating employees.

Dental

- 24.5 The dental benefits provided by the CSU through the insurer(s) selected by the CSU for the CSU Enhanced Prepaid Dental Plan and the CSU Enhanced Level II Indemnity Dental Plan shall be offered to eligible employees and

eligible family members. The employer's contribution to such plans shall equal 100% of the basic monthly premium.

Vision Care

24.6 The vision benefits provided by the CSU through carriers selected by the CSU shall be offered to eligible employees and eligible family members. The Employer's contribution shall equal one hundred percent (100%) of the basic monthly premium.

Golden Handshake

24.7 If, during the duration of this Agreement, the Office of the Governor and the Department of Finance advise the CSU of the availability of the early retirement ("Golden Handshake") program for Unit 4 employees, the CSU agrees to notify the APC and, upon request, meet and confer regarding said availability.

Tax Sheltered Annuity

24.8 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.

Dependent Care Reimbursement

24.9 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.

Enhanced 1959 PERS Survivors Benefit

24.10 The amount of benefit payable to a surviving spouse or dependent of a bargaining unit employee under the 1959 Survivors Benefit shall be increased to the levels of payment provided for in Government Code Section 21382.4.

Bargaining unit employees will continue to pay a premium of \$2 per month for this benefit. All monthly premiums in excess of the employee contribution will be paid by the CSU.

Employee Assistance Program

24.11 Referral Service

The CSU shall attempt to assist employees' voluntary efforts to correct job performance problems by endeavoring to provide a referral service to employees concerning drug, alcohol, or personal problems. An employee undergoing alcohol, drug, or mental health treatment, upon approval, may use accrued sick leave, CTO and/or vacation for such a purpose. Leaves of absence without pay may be granted pursuant to Article 22.

Life Insurance

24.12 The life and accidental death and dismemberment insurance shall be provided to eligible employees by the CSU through the insurer(s) selected by the CSU at no cost to the employee. This program shall provide insurance during the term of employment in the amount of twenty-five thousand (\$25,000) dollars.

Long Term Disability

24.13 Effective May 1, 1994 the CSU shall provide eligible employees with a disability income protection plan at no cost to the employee. The level of benefits shall equal the CSU Group Long Term Disability Plan in existence on January 1, 1994.

Information Regarding Benefits

24.14 The campus Personnel Office shall make available information concerning an individual employee's rights under NDI, IDL, Workers' Compensation, Social Security, and/or PERS retirement options.

Flex Cash Program

24.15 Effective on August 1, 1994, all employees eligible for either health insurance pursuant to provisions 24.1 and 24.2, or dental insurance pursuant to provision 24.5, shall be entitled to waive health and/or dental insurance in exchange for the following monthly payments:

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

In order to participate, an employee will be required to request participation and certify that he/she has alternate non-CSU coverage in the insurance being waived.

Part-Time, Seasonal, and Temporary Employees - Retirement

24.16 Part-time, seasonal, temporary and intermittent employees will continue to participate in the PST Retirement Plan administered by the Department of Personnel Administration. 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.

ARTICLE 25

HOLIDAYS

- 25.1 The following paid holidays, except as provided in provision 25.3 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.
- 25.2 The paid holidays listed in this provision shall be observed on the day specified unless they fall on a Saturday or Sunday, or are rescheduled by the President for observance on another day.
- a. Third Monday in February (Washington's Birthday)
 - b. February 12 (Lincoln's Birthday)
 - c. Last Monday in May (Memorial Day)
 - d. Admission Day
 - e. Second Monday in October (Columbus Day)
 - f. November 11 (Veteran's Day)
- 25.3 Any holiday listed in this Article which falls on a Saturday shall be observed on the preceding Friday. Any holiday listed in this Article which falls on a Sunday shall be observed on the following Monday.
- 25.4 A full-time employee in pay status on the day a holiday is officially observed shall be entitled to an eight (8) hour holiday. A less than full-time employee in pay status on the day a holiday is officially observed shall be entitled to an eight (8) hour holiday pro rata. An employee on a leave of absence without pay or other nonpay status on a day a holiday is officially observed shall not be entitled to the holiday.

- 25.5 If a holiday falls on a scheduled workday during the employee's vacation or within a period of absence chargeable to sick leave, the employee will not be charged sick leave or vacation time.
- 25.6 When possible, the CSU shall give sixty (60) days notice of any campus closure.
- 25.7 An employee shall be permitted to use accrued vacation or CTO or may be permitted to work a sufficient number of extra hours in advance at the appropriate rate of compensation if the President closes the campus and there is an insufficient number of holidays scheduled to be observed during the closure.
- 25.8 Should an employee, because of length of service, have insufficient vacation or CTO accrued to cover the scheduled days of closure, where possible, he/she shall be provided sufficient work to prevent any loss of pay or benefits. Such work shall be compensated at the appropriate rate and shall be performed prior to the scheduled day(s) of closure, unless an appropriate administrator deems it necessary to assign an employee to work during the scheduled day(s) of closure.
- 25.9 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.
- 25.10 If the first working day of a new employee is preceded by a holiday, the employee shall not be entitled to holiday pay.
- 25.11 No provision of this Article, except for provision 25.9, Personal Holiday, shall apply to academic year employees.

Holiday Work Compensation

- 25.12 A full-time employee who works on the day a holiday is officially observed shall receive appropriate compensation in accordance with applicable provisions of this Agreement. Such compensation shall be in cash or CTO, as determined by the President. Such determination shall be made prior to the time the employee works on a holiday. This provision shall apply pro rata to less than full-time employees.
- 25.13 When a holiday is observed pursuant to provision 25.3 and an employee is not scheduled to work on the day the holiday is observed, but is required to work on the calendar date of such a holiday, he/she shall only receive

holiday work compensation for time worked on the calendar date of the holiday. Such compensation shall be provided pursuant to provision 25.12, Holiday Work Compensation, of this Article.

ARTICLE 26

VACATION

26.1 All ten (10) month and twelve (12) month employees are eligible for paid vacation in accordance with the schedule in provision 26.2 below.

26.2 Vacation Schedule

Service requirements below are in terms of full-time service. Vacation accrual shall be earned on a pro rata basis by employees who work less than full time.

Vacation Accrual Per Monthly Pay Period

Service Requirements	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

26.3 Any full-time employee who, on October 1, 1984, was accruing sixteen (16) hours or two (2) days of paid vacation for each qualifying month of service, and who was subsequently moved into the SSP Series as a result of implementation of that series, shall continue to accrue vacation at that rate for the life of this agreement, provided he/she remains in the SSP series. Vacation accrual shall be earned on a pro rata basis by such an employee who works less than full-time.

26.4 Academic year employees are not eligible for paid vacation.

26.5 For purposes of computing vacation accrual, an employee who works 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.

- 26.6 An authorized leave of absence without pay shall not be considered service for the purposes of vacation accrual.
- 26.7 Vacation credits are cumulative to a maximum of three hundred and twenty (320) working hours for ten (10) or less years of qualifying service, or four hundred and forty (440) working hours for more than ten (10) years of such service. Accumulations in excess of these amounts as of January 1 of each year shall be forfeited by the employee.
- 26.8 The President may permit an employee to carry over more than the allowable credits pursuant to provision 26.7 when the employee was prevented from taking enough vacation to reduce the credits because the employee:
- a. was required to work as a result of fire, flood, or other extreme emergency;
 - b. was assigned work of priority or critical nature over an extended period of time;
 - c. was absent on full salary for a compensable injury; or
 - d. was prevented from using vacation previously scheduled to be taken in December because of being on paid sick leave.
- 26.9 A probationary employee shall not take vacation until completion of one (1) month in work status.
- 26.10 Requests for scheduling vacation shall be submitted in writing to the appropriate administrator at least thirty (30) days in advance. When authorized to do so by the appropriate administrator, an employee may take vacation without submitting such a request. Vacations shall be scheduled and taken only as authorized by the appropriate administrator. If a conflict in vacation requests arises, the appropriate administrator may give consideration to the employee(s) having the longest length of service at the campus provided that operational needs are met.
- 26.11 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 or CTO.

ARTICLE 27

GENERAL PROVISIONS

10/12 Pay Plan

- 27.1 A twelve (12) month employee may request movement to a ten (10) month work year pursuant to Article 28, Hours of Work.
- 27.2 Probationary and permanent employees with a ten (10) month work year shall be eligible to request participation in the 10/12 pay plan.
- 27.3 Participation of an eligible employee in the 10/12 pay plan shall be by mutual agreement of the appropriate administrator and the employee. Final approval by the President is required prior to employee participation in the 10/12 pay plan.
- 27.4 Withdrawal from participation in the 10/12 pay plan and return to a twelve (12) month annual work year may be requested by the employee. The President shall make a final determination as to the approval or denial of such requests.
- 27.5 An employee participating in the 10/12 pay plan shall receive his/her annual salary in twelve (12) salary warrants and appropriate benefits on a twelve (12) month basis.
- 27.6 An employee granted participation in the 10/12 pay plan shall retain his/her salary anniversary date.
- 27.7 An employee on the 10/12 pay plan shall accrue sick leave and vacation during the full twelve (12) month period.
- 27.8 Ten (10) months of service by an employee in the 10/12 pay plan shall constitute one (1) year of service for merit salary adjustment and retirement.
- 27.9 Approval and denial of written employee requests by the President as specified in provision 27.3 and 27.4 shall be in writing and shall not be subject to Article 10, Grievance Procedure.

Travel Reimbursement

- 27.10 Employee expenses incurred as a result of travel on official CSU business shall be reimbursed in accordance with CSU travel regulations.

ARTICLE 28

HOURS OF WORK

- 28.1 Academic year employees shall be available for assignment on each academic workday as specified on the campus academic calendar.
- 28.2 Ten (10) month employees shall be available for assignment on all workdays within the assigned ten (10) months.
- 28.3 Twelve (12) month employees shall be available for assignment on all workdays within the assigned twelve (12) months.
- 28.4 For those employees assigned a five (5) day workweek, the workday shall normally consist of eight (8) hours. The workweek for such employees shall normally be Monday through Friday, inclusive.
- 28.5 For those employees assigned a four (4) day workweek, the workday shall normally consist of ten (10) hours.
- 28.6 Less than full-time employees shall be assigned hours and days of work as determined by the appropriate administrator.
- 28.7 Daily and weekly work schedules shall be established by the appropriate administrator. An employee shall be provided with notification of a permanent work schedule change or a summer work schedule change at least twenty-one (21) days prior to the effective date of the work schedule change.

Meal Periods

- 28.8 An employee shall be entitled to a meal period not to exceed sixty (60) minutes. The time of such a meal period shall be designated by the appropriate administrator. The appropriate administrator may adjust meal periods to account for variations in work schedules. Such meal periods shall not count toward hours worked, except as provided for in provision 28.9.
- 28.9 An employee in a classification listed in Appendix D who is required to remain on the job at his/her work station for a full workday shall be permitted to take a meal period, not to exceed thirty (30) minutes, during worktime.

Meal Allowance

- 28.10 When an employee is required to work more than two (2) hours before or two (2) hours after a regularly scheduled workday, he/she may claim the actual cost of each overtime meal up to the maximum allowed for lunch in accordance with CSU travel regulations. All claims for overtime meal reimbursements must be supported by a voucher. The time taken to consume the overtime meal will not be included in the computation of overtime for the purposes of this allowance.
- 28.11 An employee shall not be required to interrupt his/her work to consume his/her overtime meal. Overtime meals may be taken before, after or during the overtime period. This provision shall not apply to employees receiving a per diem rate.

Employee Request for Work Schedule Change

- 28.12 An employee(s) may submit a written request to the appropriate administrator for a permanent change in the work hours and/or workdays of his/her work schedule and/or work year. Such request shall be submitted twenty-one (21) days prior to the requested effective date of the change. An employee shall not submit more than four (4) such requests per year. The appropriate administrator shall respond in writing to the employee regarding approval or denial of such a request.

Rest Periods

28.13 An employee in a classification listed in Appendix D shall be allowed rest periods each workday of fifteen (15) minutes for each four (4) hours worked. Rest period schedules shall be determined by the appropriate administrator in accordance with the requirements of the department. Rest periods shall be counted toward hours worked. Rest period time not taken shall not be cumulative.

Overtime

28.14 Overtime is defined as authorized time worked in excess of forty (40) hours in the designated workweek.

28.15 For full-time employees in classifications listed in Appendix C, the workweek shall be a minimum average of forty (40) hours per week during any six (6) consecutive pay periods. Authorized work may include performance of specialized professional services, participation in committee assignments, and participation in approved professional activities. Work in excess of the minimum average workweek is not compensable in cash or CTO, and shall not be deemed overtime.

28.16 For full-time employees in classifications listed in Appendix D the workweek shall consist of seven (7) consecutive twenty-four (24) hour periods beginning at 12:01 a.m. on Sunday and ending at 12:00 midnight the following Saturday. The President may approve alternate workweeks of any other seven (7) consecutive twenty-four (24) hour periods. These employees shall work a minimum workweek of forty (40) hours and are eligible for overtime compensation. Authorized work may include participation in committee assignments and participation in approved career development activities.

28.17 Overtime shall be compensated at one and a half (1 1/2) times the employee's regular hourly rate.

28.18 Paid holiday, paid sick leave, and paid vacation time shall be counted as time worked for the purposes of this Article.

28.19 All overtime hours worked shall be compensated by cash or compensatory time as determined by the appropriate administrator. However, all overtime worked beyond the accrual of two hundred and forty (240) hours of compensatory time shall be paid in cash.

28.20 The only official methods for the computation and accumulation of overtime in this bargaining unit are those provided in this Article.

- 28.21 Overtime shall be authorized and assigned by the appropriate administrator.
- 28.22 The appropriate administrator shall endeavor to equalize the overtime work among all qualified employees who have expressed interest in overtime work. An employee shall be required to work overtime if no qualified volunteer is available.
- 28.23 Requests for scheduling CTO shall be submitted to the appropriate administrator at least seven (7) days in advance. CTO 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 CTO without submitting such a request.
- 28.24 Upon seven (7) days notice to the employee, the appropriate administrator may direct the employee to take earned CTO. When possible, the scheduling of such CTO shall be by mutual agreement of the employee and the appropriate administrator.
- 28.25 Upon request of the employee, the appropriate administrator shall provide an accounting of the employee's CTO balance.
- 28.26 When an employee is separated from service, he/she is entitled to a lump-sum payment for any earned CTO by reason of previous overtime worked.

ARTICLE 29

AUTHORSHIP OF CSU-PRINTED MATERIAL

- 29.1 Upon the request of an employee(s), the appropriate administrator may recognize authorship by including the name(s) of a principal contributor(s) as determined by the appropriate administrator on a page of the appropriate CSU publication(s). Decisions made by the appropriate administrator pursuant to this Article are final and not subject to Article 10, Grievance Procedure, of this Agreement.

ARTICLE 30

OUTSIDE AND ADDITIONAL EMPLOYMENT

Outside Employment

30.1 Outside employment shall not conflict with regularly scheduled work assignments, overtime requirements, or satisfactory performance of all duties of the employee.

Additional Employment

30.2 For any employee, the maximum aggregate timebase of all appointments within the CSU shall be the equivalent of one (1) full-time position except as provided below.

30.3 Additional employment shall mean a compensated appointment in addition to a timebase equivalent to one (1) full-time position.

30.4 The maximum allowable additional employment for employees is twenty-five percent (25%) above the equivalent of a full-time appointment. Such a maximum shall apply regardless of funding source for employee compensation.

30.5 An employee shall indicate, on a form provided by the CSU at the time of the offer of appointment, all current employment commitments within the CSU.

30.6 The granting or denial of an additional employment appointment to an employee is at the sole discretion of the President. The decision to deny an additional employment appointment to an individual shall not be subject to Article 10, Grievance Procedure.

30.7 During periods of approved vacation, employees may be appointed to position(s) in any CSU classification, up to the maximum aggregate timebase of one (1) full-time position.

30.8 During periods between academic years and academic terms AY employees may be appointed to position(s) in any CSU classification.

30.9 During periods outside of the assigned ten (10) month work year (10) month employees may be appointed to position(s) in any CSU classification.

Limitations on Additional Employment

- 30.10 Employees are eligible for additional employment appointments to any classification except those listed in Appendix A.
- 30.11 Additional employment appointments shall be in addition to, and outside of, scheduled work hours and/or workdays of any other CSU employment. No employee is eligible to receive release time from his/her position in order to pursue or perform additional employment within the CSU.
- 30.12 An employee may, within the limitations set forth in provisions 30.2 through 30.12 of this Article, and pursuant to provision 28.10 of Article 28, Hours of Work, request an adjustment in his/her work schedule for the purpose of performing additional employment.

ARTICLE 31

SAFETY

- 31.1 The CSU recognizes the importance of safe and healthful working conditions and shall endeavor to maintain such conditions conducive to the health and safety of employees.
- 31.2 Safety equipment deemed necessary by the President shall be provided to the employee in accordance with campus procedures.
- 31.3 An employee shall endeavor to maintain safe working conditions and shall adhere to CSU-established safety rules, regulations, and practices.
- 31.4 An employee who observes or detects any safety hazard shall immediately report it to his/her immediate supervisor or appropriate administrator. All work-related injuries and illnesses shall be reported immediately to the appropriate administrator.
- 31.5 Recommendations and suggestions regarding safety and requests for safety equipment presented by an employee shall be considered. When such recommendations and suggestions are submitted to the appropriate administrator in writing, the appropriate administrator shall respond in writing.
- 31.6 When an employee in good faith believes that he/she is being required to work under unhealthy or unsafe conditions or without adequate safety equipment, he/she shall notify the appropriate administrator. The appropriate administrator or Environmental Health and Safety Officer shall investigate as soon as possible the alleged unhealthy or unsafe conditions or

lack of safety equipment and shall immediately communicate with the employee as to the results of such an investigation and, if deemed necessary, the steps that shall be taken to correct the conditions.

- 31.7 An employee may request a temporary relocation when he/she believes in good faith that his/her present assignment presents a clear danger to his/her health or safety. The appropriate administrator shall respond promptly to such a request. Such a request shall not be unreasonably denied during the preliminary aspect of any investigation. If such an unsafe or unhealthy condition is found during such an investigation, a temporary relocation shall continue until a remedy is implemented.
- 31.8 One (1) employee from the bargaining unit on each campus shall be designated by APC to represent the safety interest of employees in the bargaining unit. Such representation shall be by membership on the existing campuswide safety committee. Such a representative may submit agenda items related to health and safety. This provision shall not preclude other bargaining unit employees from serving on the campuswide safety committee when appointed by means other than those provided in this provision.
- 31.9 Upon request of, and at the expense of the APC, the CSU shall provide APC with copies of existing reports in the possession of the CSU pertaining to employee and/or work place health and safety, exclusive of information defined as "confidential" or "personal" pursuant to the Information Practices Act of 1977. Nothing in this provision shall require the Employer to draft new or unique reports at the request of the Union.

ARTICLE 32

WORK ENVIRONMENT

- 32.1 An employee or group of employees may make recommendations and suggestions regarding maintenance/improvement of a professional work environment.
- 32.2 When such recommendations and suggestions are submitted to the appropriate administrator in writing, the appropriate administrator shall respond in writing giving the disposition of such recommendations or suggestions.

Library Privileges

- 32.3 In addition to current library privileges of unit members, an employee who teaches a university-approved course shall be entitled to full library privileges.

Recreational Facilities

- 32.4 Employees shall have access to campus recreational facilities during non-scheduled work hours unless the President has determined that such access interferes with the authorized use of the facilities. The standard campus fee may be charged for the use of CSU-operated facilities. The use of campus recreational facilities by employees, except when part of an assigned duty, shall be wholly voluntary and shall not be considered as time worked.

Parking

- 32.5 Employees wishing to park at any CSU facility shall pay the CSU parking fees. Such fees shall not be increased before July 1, 1992. The CSU shall provide for payroll deductions for this purpose upon written authorization by the employee.

ARTICLE 33

LAYOFF

- 33.1 When the President determines that a layoff is necessary on a campus because of a lack of work or lack of funds, the following procedures shall apply.
- 33.2 When the CSU determines that there may be a need for implementation of any procedures outlined in this Article, the CSU agrees to immediately notify the Union, and upon written request, meet and confer with the APC on the bargaining unit impact.
- 33.3 Involuntary reduced worktime shall refer to an involuntary reduction in the time base of full-time employees in one (1) or more classifications within the bargaining unit, and shall be subject to provision 33.2 of this Article.
- 33.4 Prior to implementing layoff procedures, voluntary programs to avoid layoff including, but not limited to, reduced worktime, unpaid leaves of absence, and use of the 10/12 pay plan, shall be made available.
- 33.5 Student assistants performing work that is the same as, or comparable to, the work performed by a probationary or permanent employee in a

classification within an organizational unit undergoing layoff, shall be separated prior to laying off any probationary or permanent employee in the classification within the organizational unit undergoing layoff.

Order of Layoff

33.6 Layoff shall be within classifications determined by the President. Ten (10) month, twelve (12) month and Academic Year 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 employees;
- b. second, probationary employees;
- c. 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 a layoff.

33.7 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. affirmative action needs of the campus;
- b. specialized skills and competency of the employee in relation to program need; and
- c. documentable meritorious service of the employee.

33.8 Permanent Employees

The order of layoff for permanent employees in a classification shall be in reverse order of seniority. Affirmative action needs of the campus may also be considered.

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

Computation of Seniority Points for Permanent Employees

33.10 All seniority points calculated for and earned by permanent employees prior to June 30, 1983, shall remain unchanged. Such seniority points shall serve as the base to which additional seniority points, earned pursuant to the terms of this Agreement, shall be added. The computation of seniority points pursuant to the following provisions shall replace the existing method of computation for points earned subsequent to June 30, 1983. Recalculated seniority points, will become available as of August 1, 1994. Thereafter, seniority points shall be calculated and provided to the Union by the Office of the Chancellor upon written request by the Union, but no more often than two (2) times per year.

33.11 Full-time permanent ten (10) month employees, twelve (12) month employees, and academic year employees, shall earn one (1) seniority point of service credit in a given class for each qualifying month of employment. Part-time employees holding permanent status shall earn seniority points proportional to the time base served. In no case shall a permanent employee earn more than twelve (12) seniority points per year.

33.12 For the purpose of computing permanent employee seniority credit, length of service includes continuous time served on the campus as a temporary, probationary or permanent employee and is counted from the date of appointment to the current class held, consistent with provision 33.13 below plus any service in classes of equal or higher rank on the campus which has not been interrupted by a permanent separation.

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

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

33.13 Seniority credit is counted from the first calendar month of appointment to the current classification held, or upon the return from leave without pay status (when such leave does not count for seniority credit pursuant to provision 33.15), if the appointment or return date is on or before the fifteenth (15th) calendar day of that month. Seniority credit is counted from the second calendar month of appointment to the current classification held, or upon the return from leave without pay status (when such leave does not count for seniority credit pursuant to provision 33.15), if the appointment or return date in the first calendar month is after the fifteenth (15th) calendar day in that month.

- 33.14 Seniority credit upon separation from a classification, or upon the commencement of leave without pay status (when such leave does not count for seniority credit pursuant to provision 33.15), shall terminate effective the end of the calendar month preceding the date of separation or leave if the date of separation is on or before the fifteenth (15th) calendar day of the month of separation. Seniority credit upon separation from a classification, or upon the commencement of leave without pay status (when such leave does not count for seniority credit pursuant to provision 33.15), shall extend until the end of the calendar month of separation or leave if the date of separation is after the fifteenth (15th) calendar day of the month of separation.
- 33.15 All time spent in family care, military, disability, loan of an employee to another governmental agency or leave with pay status shall count toward the accumulation of seniority points. All other time spent in leave without pay status, as well as periods of suspension without pay, shall not count toward the accumulation of seniority points, however, such time shall not constitute a break in continuous service.
- 33.16 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.

Tie-Breaking in the Order of Layoff

- 33.17 A tie exists when two (2) or more permanent employees in a classification undergoing layoff have the same number of seniority points.
- 33.18 The President shall break ties in establishing the layoff order of permanent employees by considering only the following factors:
- a. documentable specialized skills and the competencies of the employee; and
 - b. affirmative action needs of the campus.

Employee Notice of Layoff

- 33.19 Except as provided in Article 13, Appointment, 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.
- 33.20 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.
- 33.21 All notices of layoff shall be in writing and mailed by certified mail, return-receipt requested, to the employee's last known mailing address.

Employee Options in Lieu of Layoff

- 33.22 A permanent employee who has received a notice of layoff may exercise his/her right to elect transfer to any vacancy on the campus in the bargaining unit for which he/she is currently qualified. Such qualifications 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 employee to be transferred shall be selected on the basis of any of the following factors:
- a. affirmative action needs of the campus;
 - b. specialized skills and competencies of the employee; and
 - c. documented meritorious service of the employee.
- 33.23 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 the class has not been abolished, there has been no break in service, and the employee is currently qualified for the position. If the class has been abolished and the University determines a comparable class has been established, the employee may, in accordance with the foregoing, transfer to the new class. An employee who elects transfer or demotion pursuant to this provision shall have his/her seniority points recomputed, pursuant to provisions of this Article, on the basis of the class to which he/she is moving.

33.24 In order to elect the options in provisions 33.22 - 33.23 above, an employee must notify the campus Personnel Office in writing not later than seven (7) days after receiving the notice of layoff.

33.25 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 33.22 and 33.23 above of this Article.

Reemployment Rights

33.26 The name of a laid off permanent employee shall be entered on a reemployment list by class in order of seniority. A name may remain on a reemployment list for five (5) years. It is the obligation of the laid off person to notify the campus of address change.

33.27 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 any individual on the employment 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.

33.28 An employee reemployed under the conditions of this Article shall retain permanent status rights, service credit [subject to Public Employees' Retirement System (PERS) regulations], salary steps, sick leave, and seniority credits he/she held at the date of layoff.

33.29 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 a 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, and if qualified for the vacant position, he/she shall be granted an interview. Such qualifications shall be determined in the normal manner.

ARTICLE 34

WORKLOAD

A committee shall be established consisting of two members appointed by CSU, two members appointed by APC, a one non-voting student member appointed by the California State Student Association to meet and discuss the issue of workload for exempt employees. The committee shall issue a report to the Chancellor and the APC President by March 1, 2000. The committee shall make provisions for direct communications with employees and shall utilize the services of outside experts.

ARTICLE 35

DURATION AND IMPLEMENTATION

- 35.1 Except as provided below, this Agreement shall become effective on July 1, 1998, and shall remain in full force and effect up to and including June 30, 2000. Negotiations for a successor agreement shall commence when one of the parties delivers to the other its proposals in writing, no earlier than February 1 and no later than March 1, immediately preceding the expiration date.
- 35.2 Notwithstanding the commencement of this Agreement on July 1, 1998, wherever a date is specifically indicated herein as the effective date for a change, such specifically indicated date shall govern.
- 35.3 Any term(s) of this Agreement which is deemed 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(s). 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.

APPENDICES A-J

Please reference hardcopy of July 1, 1998 – June 30, 2000 Collective Bargaining Agreement Between The Board of Trustees of The California State University and the Academic Professionals of California, Unit 4 – Academic Support.