

**Collective Bargaining
Agreement Between**

The Board of Trustees

of

The California State University

and the

**State Employees Trades Council
Local 1268, LIUNA, AFL-CIO**

Unit 6 - Skilled Crafts

July 1, 1999 - June 30, 2002

	<p>THE CALIFORNIA STATE UNIVERSITY OFFICE OF THE CHANCELLOR 401 GOLDEN SHORE LONG BEACH, CALIFORNIA 90802-4210</p>
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ARTICLE 1

DEFINITIONS

- 1.1 Administrator - The term "administrator" as used in this Agreement refers to an employee serving in a non-bargaining unit position designated as management and/or supervisory.
- 1.2 Bargaining Unit - The term "bargaining unit" as used in this Agreement refers to the bargaining unit defined in Article 2, Recognition.
- 1.3 Calendar Year - The term "calendar year" as used in this Agreement refers to the period of time from January 1 through December 31.
- 1.4 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.
- 1.5 Chancellor - The term "Chancellor" as used in this agreement refers to the chief executive officer of the CSU or his/her designee.
- 1.6 CSU - The term "CSU" as used in this Agreement refers collectively to the Trustees, the Office of the Chancellor, and the universities and colleges.
- 1.7 Day - The term "day" as used in this Agreement refers to a calendar day.
- 1.8 Emergency - The term "emergency" as used in this Agreement means a sudden, unexpected happening; an unforeseen occurrence or condition requiring immediate action.
- 1.9 Employee - The term "employee" as used in this Agreement refers to a bargaining unit member who is a full-time employee, a part-time employee, a probationary employee, a permanent employee, or a temporary employee or an apprentice employee.
- a. Full-Time Employee - The term "full-time employee" as used in this Agreement refers to a bargaining unit employee who is serving in a full-time appointment.
- b. Part-Time Employee - The term "part-time employee" as used in this Agreement refers to a bargaining unit employee who is serving in less than a full-time appointment.

- c. Probationary Employee - The term "probationary employee" as used in this Agreement refers to a full-time bargaining unit employee who has received a probationary appointment and is serving a period of probation.
 - d. Permanent Employee - The term "permanent employee" as used in this Agreement refers to a bargaining unit employee who has been awarded permanent status and is serving in a permanent appointment.
 - e. Temporary Employee - The term "temporary employee" as used in this Agreement refers to a bargaining unit employee who is serving in a temporary appointment for a specified period of time.
 - f. Apprentice Employee - The term "apprentice employee" as used in this Agreement refers to a bargaining unit employee who is serving in a certified CSU apprentice program for a specified period of time.
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- 1.10 Fiscal Year - The term "fiscal year" as used in this Agreement refers to the period of time from July 1 through June 30.
 - 1.11 Parties - The term "parties" as used in this Agreement refers to the CSU and the State Employees Trades Council, Local 1268, LIUNA.
 - 1.12 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.
 - 1.13 Trustees - The Term "Trustees" as used in this Agreement refers to the Board of Trustees of the CSU.
 - 1.14 Union - The term "Union" as used in this Agreement refers to the State Employees Trades Council, Local 1268, LIUNA, AFL-CIO, exclusive bargaining representatives.
 - 1.15 Union Representative - The term "Union Representative" as used in this Agreement refers to a person who has been officially designated in writing as the Union Representative.
 - 1.16 Workday - The term "workday" as used in this Agreement refers to the hours an employee is scheduled for work on any one calendar day.
 - 1.17 Worktime - The term "worktime" as used in this Agreement refers to time spent in compensated employment except time spent on all paid disability leaves and workers' compensation.

ARTICLE 2
RECOGNITION

2.1 The trustees of the California State University do hereby recognize the State Employees Trade Council (SETC), Local 1268, AFL-CIO, LIUNA, as the sole and exclusive representative of all employees in Skilled Crafts Unit 6, whose classifications are set forth below:

<u>Class Code</u>	<u>Class Title</u>
6212	Skilled Laborer
6215	Building Maintenance Worker
6474	Supervising Carpenter
6475	Carpenter II
6476	Carpenter I
6477	Carpenter I (Maintenance) Apprentice
6524	Supervising Painter
6525	Painter II
6526	Painter I
6527	Painter I (Maintenance) Apprentice
6532	Electrician II
6533	Electrician I
6534	Supervising Electrician
6536	Electrician I (Maintenance) Apprentice
6547	Supervising Plumber
6548	Plumber II
6549	Plumber I
6550	Plumber I (Maintenance) Apprentice
6575	Blacksmith
6583	Materials Fabrication Specialist
6584	Sheet Metal Worker
6585	Welder [Sheet Metal Worker I (Maintenance)] - Apprentice
6587	Supervising Materials Fabrication Specialist
6596	Fusion Welder
6616	Mason
6641	Locksmith I Apprentice
6642	Locksmith I
6643	Locksmith II
6685	Power Plant Operator
6699	HVAC Specialist [Refrigeration Mechanic (Maintenance)] Apprentice
6700	Supervising Building Service Engineer
6701	Building Service Engineer (Stationary Engineer) Apprentice
6702	Building Service Engineer

6703	Operating Engineer
6704	Operating Engineer (Boiler House Mechanic) Apprentice
6805	Machinist
6834	Heavy Equipment Mechanic
6837	Mechanics Helper
6838	Equipment Mechanic I (Automobile Mechanic) Apprentice
6851	Automobile Mechanic
6852	Lead Automotive and Equipment Mechanic
6940	Facilities Maintenance Mechanic

2.2 At the completion of the classification study, the following new classifications will be added under the terms and conditions described in Appendix D:

Facility Worker I
Facility Worker II
Equipment Mechanic I
Equipment Mechanic II
Welder/Sheet Metal Worker
Facilities Control Specialist
Facilities Work Group Supervisor

ARTICLE 3

MANAGEMENT RIGHTS

3.1 Except as limited by the terms of this Agreement, the CSU reserves and retains all its rights, powers, authorities, duties and responsibilities.

ARTICLE 4

CONTRACTING OUT

4.1 When determining whether or not to contract out work, the Employer shall make every reasonable effort to perform normal bargaining unit work in-house, within the limitations and requirements imposed by law. The decision to contract out work is the prerogative of the Employer.

4.2 The Union shall be notified of contracts pertaining to normal Unit 6 work. Circumstances permitting, such notifications shall be prior to the start of such contracted work.

ARTICLE 5

EFFECT OF AGREEMENT

- 5.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject 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. Therefore, the Employer and the Union each voluntarily relinquishes and waives the right, and each agrees that the other shall not be obligated at any time during and throughout the term of this Agreement, 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 by this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- 5.2 This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings, policies, and prior practices related to matters included within this Agreement. It is understood that, in the absence of a specific expressed provision in this Agreement to the contrary, all CSU policies and procedures for employee wages, hours, and other terms and conditions of employment shall remain in effect unless changed in accordance with provision 5.3.
- 5.3 The CSU shall provide notification to the Union of proposed changes in written policies. Whenever possible, such notice shall be prior to the implementation of changes in such policies. Upon request of the Union, the CSU shall discuss the effect of such changes.

ARTICLE 6

NON-DISCRIMINATION

- 6.1 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 preference, 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. 675.

ARTICLE 7

UNION RIGHTS

- 7.1 The Union shall have the right, upon providing reasonable advance notice to the appropriate administrator, to reasonable use of campus facilities, not otherwise in use, including plant operations shop areas. Use of plant operations shop areas shall be at no cost. The Union shall bear the actual cost incident to such use including, but not limited to, set up, cleaning and overtime. The Union agrees that use of campus facilities shall be restricted to union meetings and training workshops. The Union further agrees that the activities shall be restricted to non-worktime and shall not interfere with campus programs. Nothing contained herein shall guarantee to the Union the use of campus facilities if no such facilities are available, or the use of facilities which require the payment of fees.
- 7.2 The Union shall bear the cost of all campus materials and supplies incident to any union meeting or union business conducted on campus.
- 7.3 Intra-campus mail service shall be available for union business. Reasonable use of campus mail facilities shall be provided at no cost to the Union for communicating with bargaining unit members. The Employer shall be held harmless for the delivery and security of such mail and the Employer shall not bear the cost of moving union mail through the U. S. Postal Service or any private commercial delivery system. Such mailings must be of a reasonable size and volume and prepared by the Union in accordance with campus mail policy. The term "no cost" as used in this Article shall be exclusive of actual overtime costs or extraordinary clean-up costs incurred by the CSU in complying with the provisions of this Article. Such costs shall be borne by the Union. When a meeting request is submitted and the Union inquires, the CSU shall inform the Union whether or not costs shall be charged.
- 7.4 The Employer shall provide an open-faced mailbox or reasonable facsimile for union business at each campus Department of Plant Operations. The Employer shall determine the location of such mailboxes and shall not be required to bear the cost of providing such mailboxes.
- 7.5 The Union shall have the use of an adequate number of designated bulletin boards for the posting of union material. Such bulletin boards shall be visible, accessible to employees, and in areas frequented by employees.

- 7.6 The Director of Plant Operations shall designate an area in each shop and lunchroom for posting of union materials.
- 7.7 All postings and mailings shall identify the individual who is requesting on behalf of the union that the document be posted, the union posting the document, his/her telephone number, and the date of posting. A copy shall be delivered to the Director of Plant Operations or the appropriate administrator. It shall be the responsibility of the union to post the document and maintain the bulletin board in accordance with campus, federal and state regulations.
- 7.8 The campus Personnel Office shall provide to the Union, upon written request, a quarterly list of new employees hired into the unit. The list shall include the name, classification, and campus of each employee. Home addresses of new hires shall be provided to the Union unless the employee requests in writing that the Union not receive his/her address. The campus Personnel Office shall provide to the Union, upon written request, a quarterly list of employees who have terminated their employment and a list of employees who are on a leave of absence of over one (1) month. These lists shall be provided in a timely manner. Requests for these lists must be made during the first quarter of each fiscal year.
- 7.9 The Union will provide the Employer with a written list of designated union stewards, officers and union representatives by campus and by shop area. This written list shall be submitted annually to the Office of the Chancellor and the affected campus Personnel Office. Changes to the list shall be brought to the Employer's attention as soon as possible and confirmed in writing in a timely manner.
- 7.10 The Union shall be granted a reasonable amount of release time for purposes of official meet and confer sessions with the Employer. Not more than six (6) employees shall be provided with release time for official meet and confer sessions unless the parties mutually agree otherwise. The Union shall provide the Chancellor's Office with the names of the employees requiring release time with sufficient notice prior to the commencement of the meet and confer session(s). In case(s) of an emergency, the Employer may deny release time for a particular employee. The Union reserves the right to postpone the meeting(s) in those circumstances. Additional release time may be provided on an individual basis to meet special needs related to work schedules and travel requirements.
- 7.11 Upon written request to the Office of the Chancellor, the Union shall be provided with specifically identified information on wages, hours, and working conditions related to negotiations. Such information shall be provided within a reasonable period of time. The Union may be required to bear the cost of such information, if there is a cost associated. It is

understood that this Article shall not be construed to require the CSU to develop or compile any information or data in a form not already compiled.

7.12 Upon prior request of the Union of not less than two (2) days, the CSU shall grant a union leave not to exceed four-hundred (400) working days per contract year without loss of compensation.

- a. Such a leave may be partial or full-time and shall not be less than one (1) day nor more than one (1) year in duration. 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 the employee's continuous service for the purpose of salary adjustments, sick leave, vacation, or seniority. The CSU reserves the right to refuse union leave requests for bona fide work reasons.
- b. The CSU shall be reimbursed by the Union for all compensation paid the employee on account of such leave and for any incidental costs. The Union shall not be required to reimburse the CSU for benefits which are not affected because the employee on union leave worked at least 11 days in the pay period. Should the required 11 work day benefit eligibility not be met because of union leave, the Union shall reimburse the CSU for the full monthly costs in addition to the above compensation. Reimbursement by the Union shall be made no later than sixty (60) days after its receipt of the CSU certification of payment of compensation to the employee. The Union will contact the Office of the Chancellor in the event that it disputes any portion of a CSU claim for reimbursement and will nonetheless reimburse the CSU for all non-disputed portions of any billing pursuant to the requirements of this provision. The parties agree that failure to reimburse the CSU within sixty (60) days will result in the denial of any subsequent requests for leave under this provision until all delinquent payments have been made.
- c. The procedures for securing release time for grievance processing are provided in provision 9.26 of this Agreement.

7.13 The Union may request that each CSU campus grant up to a total of sixteen (16) hours in each fiscal year of release time without loss of compensation to union-designated campus stewards or union officers employed on the campus. Upon request, each of seven designated statewide union officers shall each be granted up to an additional 24 hours of release time without loss of compensation. Such requests shall be submitted in writing to the campus at least five days prior to the date of the release time. Such release

time may be requested and granted in increments of one hour for partial or full days. The campus shall grant such requests, except when it determines that there are significant bona fide work reasons not to do so.

Designated union stewards and designated statewide officers appearing on the list provided to the campus pursuant to provision 7.9 shall be eligible for release time pursuant to this provision.

Release time granted pursuant to this provision is for the purpose of conducting union business. Campus stewards and officers provided with release time shall observe provisions 7.15 and 7.16 of this agreement. Procedures for securing release time for grievance processing are provided in provision 9.26 of this agreement.

This provision is not applicable at the Chancellor's Office.

- 7.14 The Union may request unpaid leaves of absence for a specified period of time for systemwide officers.
- 7.15 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.
- 7.16 The appropriate administrator shall be notified of the presence of union representatives and officers who are not campus employees either upon arrival at the campus or by telephone in advance of arrival.
- 7.17 An employee shall not suffer reprisals for participating in union activities.

Union Security

- 7.18 It is the intent of this Article to provide for payroll deduction of dues for SETC members to be deducted from their pay warrants insofar as permitted by law. The CSU agrees to deduct and transmit to SETC all authorized deductions from all SETC members within Unit 6 who have signed approved authorization cards for such deduction on a form provided by SETC, less necessary administrative costs incurred by the State of California.
- 7.19 The amount of dues deducted from SETC members' pay warrants shall be set by SETC and changed by the CSU upon written request of SETC.
- 7.20 Employees shall be free to join and participate in the Union or not to join and participate in the Union.

- 7.21 SETC 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 SETC dues and deductions.
- 7.22 Upon request of the Union, the Employer shall provide the Union with all new FSR letters related to Unit 6 and Trustee agenda packages.
- 7.23 The written authorizations for SETC dues deduction shall remain in full force and effect during the life of this Agreement provided, however, that any employee may withdraw from SETC by sending a withdrawal letter to SETC within thirty (30) calendar days prior to the expiration of this Agreement.
- 7.24 Upon movement of an employee out of the bargaining unit, the employee may elect to withdraw from SETC.
- 7.25 Union representatives may request to meet with CSU appropriate administrators or with Employee Relations personnel in the Office of the Chancellor for the purpose of discussing ongoing contract administration issues. In the event that such meetings are agreed to by such CSU representatives, then the Union representatives who are scheduled to attend, and actually attend such meetings, shall be released from work for the period of time spent in attendance at such meetings. Additional release time may be provided on an individual basis to meet special needs related to work schedules and travel requirements.

ARTICLE 8

CONCERTED ACTIVITIES

- 8.1 Employees shall not engage in strikes or other concerted activity.
- 8.2 The Union shall not promote, organize or support strikes or other concerted activities of bargaining unit employees.
- 8.3 The Union shall play a responsible role in preventing any employee from participating in any concerted activity and shall notify employees of such prohibitions.
- 8.4 The CSU agrees that it will not lock out any bargaining unit employee(s).

ARTICLE 9

GRIEVANCE PROCEDURE

Definitions

- 9.1 Grievance - The term "grievance" as used in this Article refers to a written allegation by an employee that there has been a violation, misapplication, or misinterpretation of a specific term(s) of this Agreement.
- 9.2 Grievant - The term "grievant as used in this Article refers to a:
- a. permanent employee(s);
 - b. probationary employee(s); and
 - 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 the alleged violation, misapplication, or misinterpretation of the specific term of this Agreement. The term "grievant" as used in this Article may refer to the Union when alleging a violation of union rights as provided for in this Agreement.
- 9.3 Immediate Supervisor - The term "immediate supervisor" as used in this Article refers to the appropriate non-bargaining unit supervisory or management person to whom the employee is accountable.
- 9.4 Representative - The term "representative" as used in this Article shall be an employee or representative of the Union who at the grievant's request may be present at Levels I through IV. Representation of the employee at Level V shall be by a Union Representative only.
- 9.5 Respond and File - The terms "respond" and "file" as used in this Agreement refer to personal delivery or deposit in the U. S. mail, postage prepaid. If mail delivery is used, it shall be by certified, return receipt requested mail and the date mailed shall establish the date of response or filing. If personal delivery is used, the calendar date of delivery shall establish the date of response or filing.

Level I - Informal Review

- 9.6 a. Before filing a formal written grievance, the employee shall attempt to resolve the problem by an informal conference with the immediate supervisor no later than fourteen (14) days after the event giving rise to

the problem or no later than fourteen (14) days after the employee knew or should have known of the event giving rise to the complaint.

- b. The immediate supervisor shall provide an answer to the employee no later than ten (10) days after the Level I meeting.
- c. A resolution of the problem at the informal level shall not be precedent setting.

Level II - Formal

- 9.7
- a. If the problem is not resolved through Level I informal discussions, the employee may file a Level II grievance with the Director of Plant Operations or the appropriate administrator no later than fourteen (14) days after receipt of the response of the immediate supervisor at Level I. The grievant shall state clearly and concisely on a grievance form provided by the CSU:
 - 1. the specific terms(s) of the Agreement alleged to have been violated;
 - 2. a description of the grounds of the grievance including names, dates, places, and times necessary for an understanding of the facts of the grievance;
 - 3. the remedy sought;
 - 4. the name, classification, and signature of all grievants (if there is more than one grievant at least one shall sign the grievance at Level II with the signatures of all grievants submitted by Level III);
 - 5. the name and address of the campus representative, if any; and
 - 6. the date of submission.
 - b. Provided the grievance form is complete, containing the information specified in 9.7 a. 1. - 6., the Director of Plant Operations or the appropriate administrator shall hold a meeting with the grievant at a mutually acceptable time and location within seven (7) days of receipt of the grievance. The Director of Plant Operations or the appropriate administrator shall respond in writing to the grievant within ten (10) days of the Level II meeting.

Level III

- 9.8
- a. In the event the grievance is not settled at Level II, the grievant may file a Level III with the President no later than seven (7) days after the receipt of the Level II response. The grievant shall include in the grievance a written statement indicating the reason that the proposed settlement at Level II was unsatisfactory. The President shall, within fourteen (14) days of the receipt of a Level III appeal, hold a meeting with the grievant at a mutually acceptable time.
 - b. The President shall respond to the grievant no later than twenty-one (21) days after the Level III meeting.
 - c. The parties shall present at Level III all evidence known or which could have been reasonably known and related to the grievance.
 - d. There shall be no modification of issues presented or allegations made after the completion of Level III procedures.

Level IV

- 9.9
- a. In the event the grievance is not settled at Level III, the grievant may file a written request for review with the Office of the Chancellor no later than seven (7) days after receipt of the Level III response. The grievant shall attach a copy of the Level II and Level III responses together with any documents presented at these levels.
 - b. A designated individual in the Office of the Chancellor and the representative of the grievant shall schedule a conference at the Office of the Chancellor for the purpose of reviewing the matter within ten (10) days of the receipt of the Level IV appeal. The designated individual in the Office of the Chancellor shall respond no later than twenty-one (21) days after the conference.
 - c. If the grievance has not been settled at Level IV, the Union alone may, no later than fourteen (14) days after receipt of the Level IV response, file a request for arbitration by giving notice to that effect by certified mail, return receipt requested, directed to the Office of the Chancellor.

Level V

- 9.10 The arbitration procedure shall be conducted in accordance with the rules of the AAA, subject to the provisions below:
- a. The parties hereby designate Tom Angelo, Howard Block, Joseph Gentile, Thomas Roberts, and Louis Zigman as members of the

Arbitration Panel under this Agreement. The panel members shall be designated to serve in the order of rotation noted above, provided the panel member reached has an available day within sixty (60) days of request.

- 9.11 At least five (5) days prior to the scheduled date of arbitration, the parties shall attempt to prepare a submission to arbitration signed by both parties setting forth the issue(s) and specific provision number(s) in dispute. Should the parties fail to agree upon a submission, the arbitrator shall determine the issue(s), provided that such issues are arbitrable under the terms of this Agreement, after the parties' opening statements and prior to the taking of evidence or testimony.
- 9.12 If an arbitrability question exists, the arbitrator shall determine the arbitrability question prior to hearing the merits of the grievance. When the grievance is found not arbitrable, the grievance shall be denied and the arbitrator shall not hear the merits of the grievance. When 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 a second arbitration hearing on the merits of the grievance or from mutually agreeing to select a second arbitrator to hear the merits of the grievance.
- 9.13 It shall be the function of the arbitrator to rule on the specific grievance. The arbitrator shall be subject to the following limitations:
- a. In no event shall the arbitrator have the authority to add to, subtract from, modify or amend any provision of this Agreement.
 - b. The arbitrator shall not be authorized to review the merits of an administrative judgment or substitute his judgment therefor.
 - c. Either party to the Agreement may preemptively challenge one panel member at any time during the term of this Agreement and such panel member shall be removed from the panel and replaced with a mutually acceptable replacement.
 - d. Any grievance filed into arbitration shall be considered withdrawn by the Union if it has not been scheduled for an arbitration hearing within nine (9) months of the filing to arbitration from Level IV. For grievances filed prior to the effective date of this Agreement, the nine (9) month limitation shall commence upon the effective date of the Agreement.
- 9.14 A final decision or award of the arbitrator shall be made within thirty (30) calendar days after the close of the hearing. Such decision or award shall be binding upon the Union, the CSU and the employees affected thereby.

9.15 The cost of arbitration, excluding advocate, unilateral withdrawal, postponement, or cancellation fees, shall be born equally by the parties. Expenses for witnesses, however, shall be borne by the party who calls them.

General Provisions

9.16 Wherever a time limit is provided by this Article, the parties may extend the period only by mutual consent.

It is understood that the purpose of the procedure is to resolve grievances quickly and that extensions shall be sought only for good cause.

9.17 When hearings or meetings are held under this Article on CSU time, unit members who are entitled to attend hearings, or who are called as witnesses by a party, shall be excused for that purpose from other duties without loss or penalty. The parties shall not call witnesses at Levels I through III to give testimony that has already been given at the same hearing or meeting. This shall not preclude the grievant from presenting new documentary and/or testimonial evidence necessary to resolve the grievance.

9.18 No reprisals of any kind shall be taken against any unit member for the filing and processing of any grievance.

9.19 No representative or agent of the exclusive representative may solicit complaints or grievances.

9.20 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 a reasonable amount of time before such information is needed. The appropriate administrator shall provide such information to the requesting party within a reasonable amount of time after the request for the information is made.

9.21 A grievance settled prior to arbitration shall be binding only as to that particular grievance and shall not be precedent setting.

9.22 By mutual agreement, the parties may consolidate grievances on similar issues at any level of the grievance procedure.

9.23 By mutual agreement, a grievance may be filed at the step at which the authority to resolve the grievance resides.

9.24 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 Level I - Informal Review.

- 9.25 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.
- 9.26 The procedures for securing release time for grievance processing shall be:
- a. Representatives and potential grievants shall contact the Director of Plant Operations or designee if release time is required to prepare and present a Level I grievance. The Representative or potential grievant shall be required to cite only provision 9.24 as a basis for his/her request.
 - b. Release time requested pursuant to provision 9.25 shall require the citation of only provision 9.25 as a statement of need.
 - c. In either case, the Director of Plant Operations or designee shall grant the contractually specified release time after considering the needs of the operation of the University.
 - d. Requests for release time shall include: (1) who the Representative or potential grievant desires to see; (2) at what time and location; and (3) the estimated duration of the meeting.
- 9.27 A grievant may withdraw a grievance at any time. The grievant shall not file any subsequent grievance on the same incident.
- 9.28 If the Employer fails to respond within the designated time limits, the grievance may be appealed to the next step of this grievance procedure. If the grievance is not appealed within the applicable time limits, the grievance shall be considered settled on the basis of the Employer's last answer and shall not be subject to further review.
- 9.29 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.
- 9.30 Grievance records shall be filed separately from an employee's personnel file and shall be considered confidential.
- 9.31 An employee may present grievances and have such grievances adjusted without union representation as long as adjustment is not inconsistent with the terms of a written agreement then in effect; and provided that the

Employer will not agree to resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution.

- 9.32 During release time granted for grievance preparation pursuant to provisions 9.24 and 9.25 above, the Union representative and the grievant shall be permitted to use campus telephones provided that the use of such telephones does not interfere with University business nor result in any expense to the University. The CSU has the right to refuse the use of campus telephones if abuses occur.

ARTICLE 10

APPOINTMENT

- 10.1 All positions that are to be filled except for temporary positions of ninety (90) days or less in the Skilled Crafts Unit shall be posted on a designated bulletin board in the Plant Operations Department on each campus and in the Office of the Chancellor and may be on the website of the campus with the open position. Temporary positions of at least thirty (30) days but less than ninety (90) days that are to be filled need only be posted in the Plant Operations Department on the campus where the vacancies exist. Temporary positions of less than thirty (30) days that are to be filled need only be posted for one (1) day on the campus where the vacancy exists.
- 10.2 Such position vacancies shall be posted as soon as possible after receipt by the appropriate administrator. Except as provided in provision 10.1 above, posting will be made at least two (2) weeks before the deadline to apply at the campus where the vacancy exists, and at least one (1) week before the deadline to apply at other campuses. Such announcement 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. An employee who believes he/she is qualified for a vacant position at a CSU campus or the Office of the Chancellor may apply for such position within the specified application period. Applications shall be submitted to the appropriate campus Personnel Office.
- 10.3 The President shall make appointments.
- 10.4 Appointments may be to temporary, probationary, or permanent positions. 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 from the President. Such notification shall include the class title and timebase to which the employee is being appointed, the initial salary, the employment status of the employee, and the effective date of the appointment.

Temporary appointments shall also specify the expiration date of the appointment. Each temporary appointment shall not exceed eighteen (18) months. An eighteen (18) month temporary appointment may be followed by subsequent temporary appointments not to exceed eighteen (18) months each in duration, provided that there is a break in service of fifteen (15) days between each eighteen (18) months of temporary employment. Temporary appointments may provide for separation of the employee prior to the expiration date of the appointment and shall specify that any employment in temporary status shall not be credited as a period of probationary service as defined in this Agreement. Such a separation shall not be subject to Article 29, Layoff, or Article 9, Grievance Procedure. No employee shall be deemed to be appointed in the absence of such official written notification from the President.

- 10.5 New employees are assigned no less than the Minimum Rate on the salary range established for the classification.
- 10.6 An employee appointed to a position at another campus without a break in service shall transfer his/her accumulated sick leave and retirement credit. The appointing campus and the employee may mutually agree to allow the employee to retain all or part of his/her accrued vacation up to a maximum of eighty (80) hours.
- 10.7 When an interview panel is utilized and the Union recommends one (1) unit member from the craft being recruited such unit member shall serve on the panel.
- 10.8 The CSU will provide to the Union a system-wide quarterly list of all new temporary appointments made into the bargaining unit. The list shall include the name, classification and campus of each employee.

ARTICLE 11

PROBATIONARY PERIOD

- 11.1 The term "probationary period" as used in this Article shall mean a period of continuous credited service an employee shall be required to serve prior to becoming eligible for permanent status.
- 11.2 A probationary employee is a full-time employee serving a period of probation. All probationary employees shall serve an initial probationary period of twelve (12) months of continuous full-time credited service. The President may grant, upon recommendation of the Director of Plant

Operations, permanent status at any time prior to the completion of the twelve (12) month probationary period.

- 11.3 A probationary employee who successfully completes twelve (12) months of continuous full-time credited service shall be awarded permanent status on beginning his/her second year of such service.
- 11.4 Probationary periods for employees who are promoted to a higher classification within the bargaining unit or who accept appointment at another campus within the bargaining unit shall be twelve (12) months of continuous credited service from the date of promotion or appointment. However, the employee may be appointed with permanent status or credit toward permanency as determined by the President of the campus to which the employee is appointed.
- 11.5 Persons who are appointed to nonacademic positions that are fully or partially funded from sources other than the CSU, and/or the funding is in support of a program of work relief or work training for the utilization of the unemployed or the under employed, will not receive service credit toward permanent status while serving in such positions.
- 11.6 When a probationary employee goes on a leave of absence the President shall determine whether or not the time served before the leave is counted in determining the remaining length of probationary service. An employee's probationary period is extended for the same number of days such employee is on WC, IDL, NDI, formal LWOP or paid sick leave of over thirty (30) days. The President shall determine if there has been a break in service when a full-time probationary employee is placed on a partial leave of absence.
- 11.7 If a reclassification action is taken and the employee is placed in the new class, the employee may be required to serve a new probationary period. Any time spent performing the work of the new class may be counted toward the new probationary period.

Rejection During Probation

- 11.8 Any probationary employee may be separated from service at any time by the President upon written notice of rejection during probation. The employee normally should be given two (2) weeks notice of rejection during probation. Such a two (2) week notice should not normally be given less than thirty (30) days prior to the expiration date of the employee's probationary period. An action to reject an employee shall not be initiated while an employee is on WC, IDL, or NDI, unless the employee's performance prior to the application for WC, IDL, or NDI justified rejection and an action to reject the employee had been initiated.

- 11.9 If a full-time employee with permanent status in a lower classification is advanced to a position in a higher classification and is denied permanent status in the higher classification, he/she shall have the right to return to the lower classification with permanent status in that class.
- 11.10 Prior to the completion of a probationary period, an employee may be released from employment at the sole discretion of the CSU.

ARTICLE 12

EVALUATION

- 12.1 Employees shall be subject to periodic performance evaluations.
- 12.2 Performance evaluations shall be in writing and shall be placed in the employee's personnel file. The employee shall be provided with a copy of the official performance evaluation which is to be placed in his/her personnel file prior to such placement.
- 12.3 A permanent employee shall be evaluated not less than once every two (2) years.
- 12.4 A probationary employee shall be evaluated periodically but not to exceed four (4) times during his/her probationary period.
- 12.5 A temporary employee shall be evaluated periodically.
- 12.6 Evaluations shall be signed by the evaluator and the employee.
- 12.7 The employee shall be given the opportunity to discuss the evaluation in a meeting with the appropriate administrator. Such a meeting shall take place at a mutually acceptable time and location.
- 12.8 If an employee disagrees with the written performance evaluation, the employee may submit a rebuttal statement which shall be attached to the written performance evaluation and placed in the personnel file. The employee may also request a second meeting with a union representative present to further discuss the evaluation. Such a meeting shall take place at a mutually acceptable time and location.
- 12.9 The term "evaluator" as used in this Article refers to the person designated by the appropriate administrator to conduct the performance evaluation of an employee.
- 12.10 The content of performance evaluations shall not be subject to the provisions of Article 9, Grievance Procedure.

ARTICLE 13

PERSONNEL FILE

- 13.1 Only one (1) official personnel file will be maintained for each employee. It will be kept in the Personnel Office.
- a. An employee shall have the right to inspect his/her personnel file at reasonable times during the regular business hours of the Personnel Office.
 - b. An employee may request a copy of any written materials in the personnel file and a copy will be provided in a timely manner.
 - c. One (1) copy of each document which is related to a grievance and maintained in the personnel file shall be provided free of charge to the employee, upon the employee's request.
 - d. The employee may be required to bear the cost of duplicating other materials.
- 13.2 An employee may authorize in writing a union representative and/or steward to inspect his/her file and to request copies of materials in the file.
- 13.3 Personnel recommendations or decisions relating to the promotion, retention, termination, suspension, or any other personnel action related thereto, shall be based primarily on material contained in the employee's personnel file and open to the employee's inspection.
- If a personnel recommendation or decision is based on any reasons not contained in the employee's personnel file, the party making the recommendation or decision shall commit those reasons to writing and the written statement of those reasons shall become part of the employee's personnel file. If a personnel recommendation or decision is based upon any other written materials, the CSU shall provide a copy of such material to the employee in a timely manner, upon the employee's request.
- 13.4 Employees shall not have access to pre-employment materials, except in instances when the material is used in subsequent personnel actions.
- 13.5 Attendance and payroll records of an individual employee maintained separately from the personnel file may be inspected and copied in accordance with the provisions of sections 13.1 a-d and section 13.2 of this Article.

- 13.6 Upon an employee's written request, documents relating to any disciplinary action more than three (3) years old contained in an employee's personnel file shall be removed, provided that the employee has no other discipline in the personnel file for the same offense.
- 13.7 Employees' personnel files shall be held in strict confidence and shall be subject to inspection only by persons with official business.
- 13.8 An employee shall be provided with a copy of any letters of commendation or adverse material placed in his/her personnel file within fourteen (14) days of such placement.
- 13.9 If, after examination of his/her records, an employee believes that any portion of the material is not accurate, the employee may request in writing correction of the record.
- 13.10 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.
- a. If the President denies the request, the President shall state the reason(s) for denial in writing, and this written statement shall be sent to the employee.
 - b. 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.
- 13.11 An employee may submit a rebuttal statement to material in his/her personnel file which shall be placed in the employee's personnel file.
- 13.12 The classification/reclassification of a position to which an employee is assigned shall not be considered a personnel recommendation or decision as defined above.

ARTICLE 14

CORRECTIVE ACTION

Reprimands

- 14.1 An employee may receive from an appropriate administrator an oral and/or written reprimand. Oral and written reprimands shall be considered corrective action.

- 14.2 An employee may request a conference with the administrator who issued the reprimand to discuss the reprimand. Such a request shall not be unreasonably denied. The employee may be represented at such a conference by another employee or a Union Representative. Upon the employee's request, there shall be a review of the written reprimand at the next level of supervision.
- 14.3 A written reprimand shall be placed in the official personnel file of the affected employee and shall be subject to Article 13, Personnel File. The employee shall be provided with a copy of a written reprimand.
- 14.4 An employee shall have the right to attach a rebuttal statement to a written reprimand in his/her official personnel file.

Temporary Suspension

- 14.5 The President may temporarily suspend with pay an employee for reasons related to (a) the safety of persons or property; or (b) the prevention of the disruption of programs and/or operations, or (c) investigation for formal notice of disciplinary action.
- 14.6 The President shall notify the employee of the immediate effect of a temporary suspension.
- 14.7 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 service of formal notice of disciplinary action or thirty (30) days after its commencement, whichever occurs first.

Notice of Discipline

- 14.8 A notice of disciplinary action shall be served on the employee by the appropriate administrator in person or by certified mail at the employee's last known address. Refer to Provision 9.5, "Respond and File" for determination of the date the employee is to use to calculate the timeline for appealing under the appropriate administrative procedure.

ARTICLE 15

EMPLOYEE RIGHTS

- 15.1 An employee may request in writing of the appropriate administrator assignment to a particular set of duties he/she wishes to perform. These duties must be consistent with the employee's classification. The appropriate administrator shall respond in writing to such requests.

- 15.2 An employee may request in writing a meeting with appropriate administrator to discuss a position description, reassignment, work assignment, or workloads. Such a meeting shall not be unreasonably denied.
- 15.3 Employees shall have the right to use campus telephones in emergency situations. Employees will pay for long-distance calls.
- 15.4 An employee shall be entitled to payroll deductions for insurance premiums according to the procedures determined by the CSU and the State Controller.
- 15.5 Bargaining unit employees shall be provided with keys determined necessary by the CSU and with identification badges or cards. If a campus establishes a fee schedule for replacing such property if it has been lost, stolen or damaged, employees shall be charged such fees if the loss, theft or damage was due to their negligence or unauthorized use.

ARTICLE 16

VACATION

- 16.1 Employees are eligible for paid vacation in accordance with the schedule in provision 16.2 below.
- 16.2 Vacation Schedule
 - a. Service requirements below are in terms of full-time service. Vacation accrual shall be pro rata for employees who work less than full time.

Vacation Accrual Per Monthly Pay Period

<u>Service Requirements</u>	<u>DAYS</u>	<u>(Hourly Equivalent of Days)</u>
1 Month to 3 Years	5/6	6-2/3
37 Months to 6 Years	1-1/4	10
73 Months to 10 Years	1-5/12	11-1/3
121 Months to 15 Years	1-7/12	12-2/3
181 Months to 20 Years	1-3/4	14
241 Months to 25 Years	1-11/12	15-1/3
301 Months and Over	2	16

- b. For purposes of computing vacation accrual, an employee who works eleven (11) or more days in a monthly pay period is considered to have completed a month of service.

- c. An authorized leave of absence without pay shall not be considered service for the purpose of vacation accrual.
- d. Vacation accrual is cumulative to a maximum of two hundred and seventy-two (272) working hours for ten (10) or less years of qualifying service, or three hundred and eighty-four (384) working hours for more than ten (10) years of such service. Accrual in excess of this amount as of January 1 of each year shall be forfeited by the employee. The President may permit an employee to carryover more than the allowable accrual when the employee was prevented from taking enough vacation to reduce the accrual because the employee (1) was required to work as a result of fire, flood, or other extreme emergency; (2) was assigned work of priority or critical nature over an extended period of time; (3) was absent on full or partial salary for compensable injury; or (4) was prevented from using accrued vacation previously scheduled to be taken in December because of being on paid sick leave.
- e. Requests for scheduling vacation shall be submitted in writing at least thirty (30) days in advance. Vacations shall be scheduled and taken only as authorized by the appropriate administrator. If a conflict arises when two (2) or more employees request the same vacation dates, the conflict will be resolved on the basis of seniority. If an employee submits a vacation request for three (3) days or less with less than thirty (30) days notice, such request will be approved subject to operational needs.
- f. Upon separation from service without fault on his/her part, an employee is entitled to a lump sum payment as of the time of separation for any unused or accumulated vacation. Such sum shall be computed by projecting the accumulated time on a calendar basis so that the lump sum will equal the amount which the employee would have been paid had he/she taken the time off, but not separated from service.

ARTICLE 17

HOLIDAYS

- 17.1 The following paid holidays, except as provided in provision 17.3 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 in September (Labor Day)
- e. Thanksgiving Day
- f. December 25
- g. Any other day designated by the Governor for a public fast, Thanksgiving, or holiday.

17.2 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 for observance on another day by the President.

- 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 (Veterans Day)

17.3 Any holiday listed in provisions 17.1 or 17.2 above which falls on a Saturday shall be observed on the preceding Friday, and any holiday in provisions 17.1 or 17.2 above which falls on a Sunday shall be observed the following Monday.

17.4 An employee in pay status on the day a holiday is officially observed shall be entitled to the holiday. The number of hours of the holiday shall be determined by the hours the employee is normally scheduled to work on the day the holiday is observed. An employee on a leave of absence without pay or in other non-pay status on a day a holiday is officially observed shall not be entitled to the holiday.

17.5 If a holiday falls on a scheduled workday during an employee's vacation or within a period of absence chargeable to sick leave, the holiday will not be charged to sick leave or vacation time.

- 17.6 A campus yearly calendar shall be provided to the employees at least thirty (30) days before its effective date.
- 17.7 An employee shall be permitted to use accrued vacation or CTO if the President closes the campus and there is an insufficient number of holidays scheduled to be observed during the closure.
- 17.8 Should a new employee, because of length of service, not have vacation accrued or sufficient CTO balance to cover the scheduled days of closure, he/she shall be provided sufficient work to prevent any loss of pay or benefits. Such time shall be provided no later than sixty (60) days after such a scheduled day(s) of closure.
- 17.9 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.

Holiday Work

- 17.10 An employee who works on a holiday shall be compensated either in cash or in CTO to a maximum accrual of two hundred and forty (240) hours as determined by the appropriate administrator. Such determination shall be made prior to the time the employee works on a holiday.
- 17.11 Consistent with the current practice concerning holiday pay, an employee who works on a holiday listed in provision 17.1 or 17.2 shall be compensated at one and one-half (1 1/2) times the employee's basic hourly rate of pay in addition to the compensation provided under provision 17.4 of this Article. This will result in total compensation of double and one-half (2 1/2) times the employee's basic hourly rate of pay.
- 17.12 The CSU agrees to notify employees on each campus of their accrued holiday credits on a quarterly basis.

ARTICLE 18

LEAVES OF ABSENCE WITH PAY

Sick Leave

- 18.1 Following completion of one (1) month of continuous service, a full-time employee shall accrue eight (8) hours of credit for sick leave with pay.

Thereafter, for each additional month of service, eight (8) hours of credit for sick leave with pay shall be accrued.

- 18.2 Each full-time employee shall be considered to work not more than forty (40) hours each week. Employees who are appointed less than full time shall accrue credit for sick leave with pay on a pro rata basis.
- 18.3 Sick leave may be accumulated without limitation. No additional sick leave with pay beyond that accumulated shall be provided.
- 18.4 An employee shall be responsible for reporting an absence to the appropriate administrator promptly, and preferably before the start of the shift.
- 18.5 An employee shall be responsible for promptly signing the "Absence and Additional Time Worked Report" (Form 634) and returning the absence form to the appropriate administrator.
- 18.6 An employee may be required to provide a physician's statement or other appropriate verification for absences after three (3) consecutive days charged to sick leave, or when the appropriate administrator has reasonable cause to believe that there has been an abuse of sick leave. When the appropriate administrator has reasonable cause to believe that there has been an abuse of sick leave, the administrator shall notify the employee of this requirement for future absences.
- 18.7 When an employee is eligible for sick leave, the appropriate administrator shall authorize sick leave for the following:
- a. illness, injury, pregnancy or child birth;
 - b. exposure to contagious disease;
 - c. dental, eye, or other physical or medical examinations or treatments by a licensed practitioner;
 - d. illness or injury in the immediate family; and or death of a significantly close relative as defined in the funeral leave provisions of this Article.
 - e. death of a person in the immediate family.
- 18.8 An employee, upon reasonable advance request, shall be granted up to forty (40) hours of accrued sick leave for bereavement. When one (1) or more deaths occur in a calendar year, up to forty (40) hours of accrued sick leave credits may be used for each death.

- 18.9 Sick leave for family care, as defined in 18.10, is primarily for emergency situations. Up to seven (7) 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 upon request by an employee.
- 18.10 "Immediate family" shall mean close relative or other person residing in the immediate household of the employee, except domestic employees or roomers.
- 18.11 An employee may be required to undergo a medical examination as directed by the President to determine the employee's ability to perform his/her required duties. Any medical exams required of employees by the CSU shall be paid for by the CSU, provided that the physician is selected by the CSU. Time required to travel to and from the physician's office and time spent at the physician's office shall be considered time worked.
- 18.12 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 and shall charge any absence due to such examination to accumulated sick leave credits. The CSU shall consider the medical report from the employee's physician.
- 18.13 Under no circumstances may the employee be granted sick leave for days during layoff periods or during a leave of absence without pay.
- 18.14 An employee who has exhausted his/her sick leave or disability leave may be granted unpaid sick leave or may use his/her vacation credits or compensatory time off (CTO). Use of unpaid sick leave, vacation credits, or CTO shall be by mutual agreement of the employee and the appropriate administrator.

Funeral Leave

- 18.15 For each death of a significantly close relative, upon request to the President, the employee shall be granted one (1) day leave with pay, either the workday immediately prior to, including, and/or following the day of the funeral. If such a death of a significantly close relative requires the employee to travel over five hundred (500) miles round-trip from his/her home, upon request such a leave with pay shall be granted for (2) days.
- 18.16 A leave granted in accordance with provision 18.15 may be supplemented in accordance with the bereavement provision (18.8) of this Article.

18.17 The term "significantly close relative" 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 relative living in the immediate household of the employee.

Time Off to Vote

18.18 If an employee does not have sufficient time outside of his/her working hours to vote at any general, direct, primary, or presidential primary election, the employee may take a sufficient amount of working time to enable him/her to vote. Not more than two (2) hours of such time shall be provided to an employee without loss of pay. Time off for voting shall be provided only at the beginning or end of the employee's regular work shift, unless otherwise mutually agreed.

18.19 If an employee knows of his need for time off to vote on the third working date before the day of the election, he/she shall give notice that he/she desires time off, in accordance with provision 18.18, to the appropriate administrator at least two (2) days before the election.

Absence as a Witness

18.20 Employees serving as court-subpoenaed witnesses or as expert witnesses in the interest of the CSU shall seek 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.

18.21 An employee who is absent as a court-subpoenaed witness or expert witness in the interest of the CSU shall be paid the normal salary for the corresponding period of absence. No portion of the employee's salary shall be forfeited as the result of such an appearance; however, all court fees (except personal travel and/or subsistence payments) shall be remitted to the CSU. If an exceptional circumstance occurs whereby the employee does not remit such fees, an amount equal to the fees shall be deducted from the employee's salary. No vacation or CTO shall be used in such cases.

18.22 An employee who receives court fees in excess of regular earnings may retain the excess and need remit only an amount equal to the compensation paid the employee while on leave. If the employee chooses to retain the entire fee, then the time taken off shall be charged as vacation or CTO, and if no vacation time or CTO is available, the employee shall be docked for a period of absence.

- 18.23 A reasonable number of employees who are serving as witnesses at state administrative hearings to which the CSU is a party shall be provided with reasonable release time for appearance at the hearing. Such employees need not be subpoenaed and need not seek witness fees. Release time shall be provided only upon prior notification to the appropriate administrator.
- 18.24 An employee who is a 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. The employee shall be charged vacation or CTO, and if no vacation time or CTO is available, the employee shall be docked for the period of absence.

Jury Duty

- 18.25 An employee who serves on jury duty shall receive his/her regular salary for the time spent on jury duty 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 credit or CTO to cover the time off.
- 18.26 An hourly employee shall be eligible for time off with pay for jury duty only for those hours he/she was scheduled to work.
- 18.27 An employee who is called for jury duty shall promptly notify the appropriate administrator and shall make efforts to arrange jury duty services at a time least disruptive to his/her work schedule.
- 18.28 The employee is required to notify the appropriate administrator in writing prior to taking leave for jury duty. Verification of actual service for jury duty shall be provided by the employee when requested by the appropriate administrator.
- 18.29 The provisions of this Article shall also apply during the jury selection process.

Military Leave

- 18.30 Emergency military leave, temporary military leave, and indefinite military leave shall be granted to eligible employees, in accordance with State and Federal laws.
- 18.31 Emergency Military Leave
- Employees who are members of the National Guard are entitled to a leave of absence while engaged in the performance of ordered military or naval duty, including travel time, during any time that the governor has issued a

proclamation of a state of emergency or during such time as the National Guard may be on appropriate active duty. Such leave of absence may not exceed the duration of the emergency.

18.32 Temporary Military Leave

Employees who are members of the Reserve Corps of the Armed Forces of the United States or of the National Guard are entitled to a temporary military leave of absence for ordered active duty, provided that the period of duty does not exceed one hundred and eighty (180) calendar days, including travel time.

A temporary military leave of absence shall not be approved for periods of inactive military duty, i.e., attendance at drills of an organized reserve unit.

18.33 Indefinite Military Leave

Indefinite military leave may be granted under any of the following circumstances:

- a. when there is a condition of war or national emergency as proclaimed by the President or Congress of the United States;
- b. when U. S. Armed Forces are serving outside the United States or its territories at the request of the United Nations; or
- c. when there is a national conscription act in effect.

Employees who leave positions to join the U. S. Armed Forces or who, as members on active duty of any reserve force, are called upon and who then serve under the same conditions, have a right to return to their positions. The employee must have been honorably released, separated, or discharged, and must return within six (6) months following termination of active service.

Employees who fail to return to their positions within twelve (12) months after the first date upon which they could terminate, or could cause to have terminated, their active service forfeit their right to return.

18.34 Eligibility for Pay and Benefits at Commencement of Military Leave

- a. **Emergency Military Leave.** An employee who is eligible for emergency military leave is, without regard to length of employment, entitled to receive normal salary or compensation for a period not to exceed thirty (30) calendar days and will not, as a result of the leave, suffer any loss or diminution of vacation or holiday privileges or be prejudiced with reference to promotion, continued employment, or re employment.

Employees are entitled to these benefits regardless of the number of proclamations of emergency that may be issued by the Governor and without regard to other military leave benefits to which they may be entitled.

- b. Temporary Military Leave. An employee is entitled to receive salary or compensation for the first thirty (30) calendar days of a temporary military leave of absence, provided that the employee has State service of not less than one (1) year immediately prior to the date on which the absence begins. Prior military service is counted in determining State service for this purpose. The employee is not entitled to credit for vacation, sick leave, or holidays while in a nonpay status; however, time spent on leave does count toward a merit salary adjustment and vacation category change.

Pay for such leaves shall not exceed thirty (30) calendar days in any one (1) fiscal year, including pay for an indefinite military leave.

- c. Indefinite Military Leave. An employee is entitled to receive salary or compensation for the first thirty (30) calendar days of an indefinite military leave of absence, provided that the employee has State service of not less than one (1) year immediately prior to the date on which the absence begins. Prior military service is counted in determining State service for this purpose. The employee is not entitled to credit for vacation, sick leave, or holidays while in a nonpay status; however, time spent on leave does count toward a merit salary adjustment and vacation category change.

Pay for such leaves shall not exceed thirty (30) calendar days in any one (1) fiscal year, including pay for a temporary military leave.

18.35 Reinstatement Following Military Leave

- a. Reinstatement Following Emergency Military Leave. An employee eligible for emergency military leave has an absolute right to return to the position held at the time the leave commenced. In determining other benefits to which the employee is entitled, time spent on emergency military leave shall be considered full-time (State) service regardless of whether or not the leave extends for more than thirty (30) calendar days.
- b. Reinstatement Following Temporary Military Leave. An employee granted a temporary military leave of absence has an absolute right to be restored to the position held at the time the leave was granted. Any employee whose position has ceased to exist during the employee's absence must be reinstated to a position of comparable seniority, status,

and pay. If such a position does not exist, the employee shall have the same rights and privileges the employee would have had, had he/she not taken temporary military leave of absence.

An employee who has been in State service for a period of not less than one (1) year immediately prior to the date upon which the temporary military leave of absence begins receives the same vacation, sick leave, and holiday privileges and the same rights and privileges to promotion, employment, or re employment that the employee would have enjoyed had he/she not been absent on leave, with the provision that any incompleting probationary period must be completed upon reinstatement. In determining the one (1) year of service in a State agency, all time spent in recognized military service shall be counted as State service. The employee receiving the above benefits is not entitled to receive credit for vacation, sick leave or holidays while in a nonpay status. Time spent on leave will count toward merit salary adjustment and vacation category change.

- c. Reinstatement Following Indefinite Military Leave. Following indefinite military leave of absence, employees have a right, if released, separated, or discharged under conditions other than dishonorable, to return to their positions within six (6) months following the end of the war or national emergency.

Employees also have a right to return to their positions during terminal leave from the armed forces. Upon such return to employment, employees have all the rights and privileges connected with, or arising out of, the employment that they would have enjoyed had they not been absent. Employees other than probationary employees who are restored to their positions may not be discharged from such positions without cause during one (1) year after such restoration. An incompleting probationary period must be completed upon reinstatement. An employee whose position has ceased to exist during the employee's absence must be reinstated in a position of comparable seniority, status, and pay if such a position exists, or to a comparable vacancy for which the employee is qualified.

Employees receiving the above benefits are not entitled to receive credit for vacation, sick leave, or holidays while in a nonpay status. Time spent on leave does, however, count toward a merit salary adjustment and vacation category change.

- d. Reinstatement Following Resignation to Serve in Armed Forces. Employees who resign employment to serve in the armed forces, either of the United States or the State of California, have a right to return to employment prior to the date at which their employment would have

ended had they not resigned. They shall notify the President in writing of their intention to return, and this shall be done within six (6) months of the termination of active service with the armed forces.

Such right to return to a position shall not be granted employees who fail to return to their positions within twelve (12) months after the first date upon which they could have terminated, or cause to have terminated, their active service.

The foregoing paragraph does not apply to any employee to whom the right of reinstatement has been granted under any other circumstances.

18.36 Documentation Required in Connection With Military Leave

When requesting military leave, employees are required to furnish a copy of the orders to active duty, and in order to be eligible for pay as provided in this Agreement, employees are required to provide verification from their commanding officer or other competent military authority that the active duty was performed as indicated in the orders previously provided. A copy of such orders and certification, which will include dates of active duty, is retained in the employee's personnel file to substantiate any payments made under the provisions of this Agreement.

18.37 Physical Examinations

Sick leave shall be granted to an employee taking a physical examination for the purposes of entering military service. This kind of leave shall not be granted if the employee:

- a. does not actually enter the military service;
- b. is taking a physical examination for the purpose of selecting a branch of the military service; or
- c. is a reserve member of the military service and the physical examination is required to maintain reserve status.

In each of the three (3) cases above, the employee's absence may not be charged to sick leave, but may be charged to vacation or CTO.

Industrial Disability Leave

18.38 The CSU shall make available to eligible employees Industrial Disability Leave Benefits in lieu of Workers' Compensation Temporary Disability Benefits for a period not exceeding fifty-two (52) weeks within two (2) years from the first day of disability.

Catastrophic Leave Donation Program

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

The following provisions shall apply:

- a. An employee, his/her representative or the employee's family member must request the employee's participation and provide appropriate verification of illness or injury as determined by the campus president. The president shall then determine the employee's eligibility to receive donations based upon the definition provided above.
- b. An incapacitated employee may elect to defer a request to participate during a period of Industrial Disability Leave eligibility.
- c. Employees may donate a maximum of sixteen (16) hours of leave credits per fiscal year in increments of one hour or more. Donations are irrevocable.
- d. Donated leave credits may be used to supplement Industrial Disability Leave, Non-Industrial Disability Leave or Temporary Disability payments from the 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 19

LEAVES OF ABSENCE WITHOUT PAY

Unauthorized Leaves of Absence

19.1 Automatic Resignation

- a. The President shall have the right to terminate an employee who is absent for five (5) consecutive workdays without securing authorized leave from the President. Such a termination shall be considered to be an automatic resignation from CSU employment as of the last day worked. All unauthorized absences, whether voluntary or involuntary, shall apply to the five (5) consecutive workday limitation. The five (5) day period referred to above shall commence at the beginning of the first shift of such absence and shall be deemed to have been completed at the end of the employee's scheduled work hours on the fifth consecutive date of unauthorized absence.
- b. The President shall notify the employee that the University will be terminating him/her by automatic resignation under this Article. This notification requirement shall be satisfied either by service in person or

by certified mail to the employee's last known address and shall include:

1. the dates the employee was absent without leave;
 2. the intended effective date of the employee's resignation; and
 3. the employees appeal rights under this Article.
- c. If the employee responds to the President by certified mail, return receipt requested, within twenty-one (21) calendar days of notification as defined above, the employee will be provided with the opportunity for a pre-termination review in accordance with the current campus practice for State Personnel Board hearing appeals. The President may agree to extend the employee's time to respond. This pre-termination review will be conducted by a campus administrative officer designated by the President. No termination shall be final until a decision is made by the administrative officer. This decision shall be transmitted by certified mail to the employee's last known address and shall state:
1. whether the employee was absent for five (5) consecutive work days;
 2. whether the employee had proper authorized leave to be absent; and
 3. whether the employee should be or is being terminated by automatic resignation. If an action other than automatic resignation is proposed, it shall be stated along with the reasons for its use.
- d. Any employee who is terminated by the President under this provision may, within twenty-one (21) days after mailing of the President's decision, request a hearing of the matter by the State Personnel Board as provided in Section 89539 of the Education Code. A request for a hearing by the State Personnel Board must be filed with the State Personnel Board with a copy to the President within the twenty-one (21) day time requirement noted above.
- e. Any employee who is reinstated under this provision shall not be paid salary for the period of unauthorized absence.
- f. Provision 19.1 of this Article 19, Leave of Absence Without Pay, shall supersede Section 89541 of the California Education Code.

Other Leaves of Absence Without Pay

- 19.2 A permanent full-time employee is entitled to a maternity leave without pay of up to twelve (12) months upon her written request. At least thirty (30) days prior to the ending date of the leave, the employee shall inform the appropriate administrator in writing of 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.
- 19.3 A full-time or part-time permanent employee may be granted a full or partial leave of absence without pay for up to one (1) year.
- 19.4 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 and Medical Leave; and
 - e. other satisfactory reasons.
- Leaves without pay granted for "d" above shall also be subject to Article 18, Leaves of Absence with Pay. Periods of disability related to pregnancy are subject to the provisions of Article 18, Leaves of Absence With Pay.
- 19.5 A written application for a leave of absence without pay or an extension of a leave of absence without pay shall be submitted to the appropriate administrator. The appropriate administrator shall determine if such a leave shall be granted and the conditions of such a leave.
- 19.6 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 appropriate administrator.
- 19.7 Service credit shall not be granted to an employee on a leave of absence without pay.

- 19.8 A leave so granted assures to the employee a right to return to his/her former position or a position within his/her classification upon expiration of the leave and the time lost shall not constitute a break in service.
- 19.9 When requested by the appropriate administrator, an employee granted a leave of absence without pay shall provide verification that the conditions of the leave were met.
- 19.10 An employee on a leave of absence without pay for more than fifteen (15) days may opt to continue his/her fringe benefits at his/her own expense. Upon written request of an eligible employee as defined in Article 25, Benefits, the CSU shall provide a system for the continued payment of his/her insurance premiums including health and dental benefits during the period of unpaid leave of absence. During this period, such an employee shall pay both the employee's and the CSU's contributions. The CSU shall not advance such payments. Such an employee shall pay all contributions prior to the date each payment is due. Failure to pay such premiums will result in coverages lapsing unless the employee makes other arrangements.

Family Care and Medical Leave

- 19.11 An employee who has one (1) year of service is entitled to a family care and medical leave without pay.
- 19.12 Employees may take up to a total of twelve (12) weeks of family care and medical leave in a 12-month period.
- 19.13 An employee may be granted family care and medical leave for 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.
- 19.14 For family care and 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 child with the employee in the case of adoption/foster care.
- The period of the family care and medical leave granted to an employee for the birth of a child shall run concurrently with the period of leave available to an employee under Education Code Section 89519.
- 19.15 The amount of family leave that may otherwise be granted under this article may be reduced by the amount of family care and medical leave granted to an employee for reasons set forth under provisions 19.11 through 19.26.

- 19.16 Before granting a family care and medical leave for the serious health condition of a child, parent or spouse, the Employer may require certification of the serious health condition from the health care provider.
- 19.17 Upon expiration of the period which the health care provider originally estimated the employee needed to care for the child, parent or spouse, the Employer may require the employee to obtain re-certification if additional leave is requested.
- 19.18 Family care and medical leave shall be leave without pay except that an employee must utilize his/her personal holiday and all accrued vacation and CTO that he/she is otherwise eligible to take during the otherwise unpaid period of the family care and medical leave.
- 19.19 An employee may use accrued sick leave during the period of family care and medical leave upon mutual agreement between the employee and appropriate administrator. Such requests for sick leave shall be made in accordance with Article 18 of this Agreement.
- 19.20 Family care and medical leave is separate and distinct from the right of a female employee to take a pregnancy disability leave under Government Code Section 12945, subdivision (b)(2). If a female employee takes part or all of the maximum four (4) months of pregnancy disability leave, however, she may request up to twelve (12) weeks additional family care and medical leave.
- 19.21 An employee shall provide the employer with written notice of a need for family care and medical leave within five (5) working days of the date the event necessitating the leave becomes known to the employee.
- 19.22 If the employee's need for family care and medical 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 Employer not less than fourteen (14) days notice of the need for 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 Employer.
- 19.23 Family care and medical leave may be deferred until the employee complies with the provisions of this Article.
- 19.24 A family care and medical leave so granted assures to the employee a right to return to his/her former position or a comparable position upon expiration of the family care and medical leave. If the former position and

any comparable position has ceased to exist due to legitimate business reasons unrelated to the leave, the Employer shall make reasonable accommodation by alternative means. The family care and medical leave shall not constitute a break in service for the purposes of length of service and/or seniority under this Agreement.

19.25 During a family care and 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 and medical leave is less than 12 weeks, the CSU shall continue to make employer contributions toward health, dental and vision coverage for the unpaid remainder of the 12 week period, unless coverage is canceled by the employee. If an employee fails to return at the end of the family care and 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.

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

ARTICLE 20

ASSIGNMENT/REASSIGNMENT

20.1 An employee shall be assigned/reassigned to a position by the appropriate administrator. Such assignments shall be consistent with the employee's classification except as provided elsewhere in this article. It is expressly agreed that the application or interpretation of this section shall not require any change of the classification of any unit member.

20.2 An employee may be temporarily assigned, on a de minimus basis, to perform other duties inconsistent with his/her classification or may be reassigned to a position in a higher classification for which he/she is qualified. Notice of such pending temporary reassignment to a higher classification shall be posted on appropriate bulletin boards prior to the effective date of the temporary reassignment, except in cases of emergencies.

20.3 An employee who has received written notice from his/her appropriate administrator that he/she will be serving in such a full-time temporary assignment in a higher classification on an acting basis, pursuant to provision 20.2 above for longer than fifteen (15) consecutive calendar days

shall be entitled to receive extra pay commencing with the sixteenth (16) day or earlier at the discretion of the President. The employee's rate of pay upon such temporary reassignment shall be no less than the minimum rate of the higher classification or the rate within the higher salary range which results in at least five (5) percent over the rate last received, whichever is greater.

- 20.4 If any such future reassignment within a twelve (12) month period occurs which extends for more than five (5) consecutive working days, the employee shall receive the appropriate compensation of the higher classification from the first day of such a reassignment. Days on which an employee is absent from work or on a paid leave shall not constitute a break in "consecutive work days" as the term is used in this Article.
- 20.5 After forty-five (45) consecutive days in a less than full-time temporary assignment at a higher classification, an employee shall begin to receive the appropriate compensation pro rata commencing with the forty-sixth (46) day.
- 20.6 Temporary reassignment in a higher classification shall not exceed one hundred and eighty (180) consecutive calendar days unless it is extended by mutual agreement and/or in the cases of IDL, NDI, and extended illness of the prior incumbent.
- 20.7 An employee shall be returned to his/her previous assignment upon completion of a temporary assignment with the same status that the employee would have had if not temporarily assigned.
- 20.8 The Employer shall notify the Union thirty (30) days prior to the effective date of new or revised classifications relating to bargaining unit employees.
- 20.9 Prior to the implementation of a new or revised classification, a three (3) step procedure may be invoked as follows:
- a. The Union may request a meeting to discuss whether the new or revised classification and its salary is appropriate for the bargaining unit. Such a meeting shall be held. The parties may agree in writing to modify the unit to include the new classification.
 - b. The Union may request a meet and confer session regarding the impact of the new or revised classification on bargaining unit members and whether the wage rate is appropriate for the classification.
 - c. If the parties are in disagreement, either may seek a unit modification pursuant to the procedures established by PERB.

- 20.10 The number of student work hours in this unit at a campus shall not be increased in the event of layoff of bargaining unit employees at that campus.

ARTICLE 21

OUTSIDE EMPLOYMENT

- 21.1 Outside employment shall not conflict with the regularly scheduled responsibilities and duties of the employee to the CSU.

ARTICLE 22

HOURS OF WORK

Normal Work Schedules

- 22.1 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.
- 22.2 Full-time employees shall work a minimum workweek of forty (40) hours in a seven (7) consecutive day period.
- 22.3 The Director of Plant Operations or appropriate administrator shall determine the work schedules including starting and finishing times for all employees. Under normal circumstances, work schedules shall provide for five (5) consecutive days of eight (8) hours in a seven (7) day period. Normal starting times for the day shift shall be between the hours of six (6) a.m. and eight (8) a.m. When assigning work schedules, the CSU shall consider the employee's preference and the needs of the CSU. Alternate work schedules may be mutually agreed to by the employee and the Director of Plant Operations or the appropriate administrator. When mutual agreement is not possible, the Director of Plant Operations shall assign an alternate work schedule giving consideration to the employee's needs and the needs of the university. Alternate work schedules may apply to the following classifications: Operating Engineers, Building Service Engineers, Building Maintenance Work, Supervising Building Service Engineers, Maintenance Mechanics, Farm Maintenance Mechanics, Apprentice Operating Engineers, Apprentice Building Service Engineers and Refrigeration Mechanics. Nothing contained herein shall prevent the parties from mutually agreeing upon other classifications or positions for alternate work schedules.

- 22.4 For classifications not designated above, when alternate work schedules are deemed necessary by management, the alternate work schedules of any bargaining unit classification shall be staffed as follows:
1. By volunteers;
 2. By the transfer of employees who were originally hired into positions which were posted with the proviso that it might require the employee to work alternate work schedules; or
 3. By employees hired after the ratification of this contract by both SETC and the CSU Board of Trustees, provided the employee meets the requirements defined by management for the assignment.

If unable to staff positions as designated above, CSU will meet with the Union to discuss the needs of the university. The parties agree to meet within two weeks of the request to discuss an alternate solution, which may include, but is not limited to, having the least senior employee in the classification work the alternate shift, developing an alternate or flexible work schedule, or other alternatives that meet the needs of the University.

- 22.5 All work schedules shall be prepared in written form and normally posted not less than fourteen (14) days prior to any regularly scheduled shift change. No employee shall have his/her regularly scheduled shifts or days off changed without receiving a minimum of fourteen (14) days prior written notification of such change, except in emergency situations.
- 22.6 In emergency situations, all days off may be canceled and shifts reassigned.
- 22.7 Less than full-time employees shall be assigned hours and days of work by the Director of Plant Operations or the appropriate administrator.

Meal Periods

- 22.8 Employees shall be entitled to a meal period of not less than thirty (30) minutes. The time of such meal period shall be scheduled by the Director of Plant Operations or the appropriate administrator and shall be at or near the middle of the workday. Employees who have a thirty (30) minute meal period shall, when appropriate, be permitted a clean-up period of ten (10) minutes.
- 22.9 An employee required to remain on the job for the full shift shall be entitled to a paid meal period of thirty (30) minutes.

- 22.10 Meal periods shall not be considered time worked when all of the following conditions are met:
- a. meal periods are at least thirty (30) minutes in duration,
 - b. the employee is completely relieved of his/her duty, and
 - c. the employee is free to leave his/her work station if the employee so desires.

Meal Allowance

- 22.11 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 meal, up to the maximum allowed for breakfast, lunch, or dinner as appropriate to the time of day, in accordance with the CSU Policy and Procedures Governing Travel and Relocation Expense Reimbursement. All claims for such meal reimbursements must be supported by a dated receipt and/or a voucher. The time taken to consume such meals will not be included in the computation of overtime for the purposes of this allowance.
- 22.12 An employee shall not be required to interrupt his/her work to consume the meal referenced above. Such meals may be taken before, after, or during the pre-shift or post-shift period. This provision shall not apply to employees receiving a per diem rate.

Rest Periods

- 22.13 Employees shall be entitled to take a rest period of fifteen (15) minutes for each half day worked. Rest periods should, when possible, be taken at or near the midpoint of the half day period.
- 22.14 If an employee is unable to take a rest period due to work requirements, the rest period may be rescheduled later in the day. The rest period shall not be cumulative if not taken. Rest periods of fifteen (15) minutes or less shall be counted towards hours worked for the purpose of computing overtime.

Clean-Up Time

- 22.15 Employees shall be permitted, immediately prior to the end of their workday, a clean-up period of ten (10) minutes to perform personal washing and changing of clothes. Reasonable worktime shall be provided to an employee for the taking of a shower when deemed necessary by the appropriate administrator.

Voluntary Training Time

- 22.16 Voluntary training time shall not be considered time worked when the training is voluntary and the employee does not engage in productive work during training.

ARTICLE 23

OVERTIME

- 23.1 Overtime is defined as authorized time worked in excess of forty (40) hours in the designated workweek.
- 23.2 Overtime shall be compensated at one and a half (1 1/2) times the employee's regular hourly rate. For purposes of calculating overtime, the regular hourly rate of pay is determined by dividing the monthly salary amount by 173.33 hours. Shift differentials and the asbestos pay differential, where applicable shall be included in the regular hourly rate of pay. All other payments and allowances are not included in the regular hourly rate of pay.
- 23.3 All overtime hours worked shall be compensated by cash or compensatory time as determined by the appropriate administrator. Such determination shall be made prior to the time an employee is requested to work overtime, if practicable. However, all overtime worked beyond the accrual of two-hundred and forty (240) hours of compensatory time shall be paid in cash.
- 23.4 Paid holiday, paid sick leave, paid vacation and paid CTO, when used, shall be counted as time worked for purposes of this Article.
- 23.5 Nothing contained in this Agreement shall be interpreted as requiring a duplication or a pyramiding of holiday, vacation, daily, or weekly overtime payments involving the same hours of work.
- 23.6 When an employee is separated from service, he/she is entitled to a lump-sum payment for any earned compensatory time by reason of previous overtime worked.
- 23.7 The scheduling of CTO shall be by mutual agreement of the employee and the appropriate administrator. When mutual agreement is not possible, upon seven (7) days' notice to the employee, the appropriate administrator may direct the employee to take earned CTO.

- 23.8 Overtime for which cash compensation will be paid should be scheduled for payment in the pay period following the pay period in which the overtime was worked.
- 23.9 The Director of Plant Operations or the appropriate administrator shall endeavor to equalize the overtime work among all qualified employees who have expressed interest in overtime work by placing their names on an overtime list.
- 23.10 In emergency situations or when there are an insufficient number of qualified employees desiring to work overtime, employees may not decline overtime assignments.
- 23.11 For purposes of this Article, "emergency" shall also mean a circumstance which requires action to preserve the basic operations of the campus, if the employees are informed at least forty-eight (48) hours in advance, provided the Employer knows forty-eight (48) hours in advance.

Call-Back

- 23.12 Call-back is work performed at a time outside of and not continuous with an employee's regular work schedule. An employee called back to work shall be credited with a minimum of four (4) hours work time providing the employee has been called back to work without having been notified prior to completion of the work shift, or the employee is notified prior to the completion of the work shift and the work begins more than three (3) hours after the completion of the work shift.
- 25.9 An employee may be called back to work at the discretion of the appropriate administrator. The appropriate administrator shall endeavor to assign call-back work on a rotating basis from a list of qualified volunteers. If no volunteers are available, or in emergency situations, the employee who is called back to work shall be required to perform the work. When an employee is called back to work, only the hours worked shall be counted as time worked for purposes of computing overtime. The hours not worked, but credited, shall be at the straight-time rate.

ARTICLE 24

SALARY

- 24.1 The salary schedule for bargaining unit employees shall be found in Appendix A and incorporated in this Agreement by reference.

Classifications will be grouped as specified in Appendix C. Between the minimum and maximum rates, there shall be an “open range” with no incremental salary steps.

24.2 An employee shall be assigned to a rate within the salary range appropriate to his/her classification. New hires shall be assigned no less than the Minimum Rate appropriate to his/her classification.

24.3 The schedule of wages for approved and registered apprenticeships shall be as follows:

<u>Four (4) Year Apprenticeships</u>	<u>Percentage of Minimum Rate Of Journey Salary</u>
1st 6 months	65%
2nd 6 months	69%
3rd 6 months	73%
4th 6 months	77%
5th 6 months	81%
6th 6 months	85%
7th 6 months	90%
8th 6 months	95%

<u>Three (3) Year Apprenticeships</u>	
1st 6 months	65%
2nd 6 months	70%
3rd 6 months	75%
4th 6 months	80%
5th 6 months	87%
6th 6 months	95%

<u>Two (2) Year Apprenticeships:</u>	
1st 6 months	65%
2nd 6 months	75%
3rd 6 months	85%
4th 6 months	95%

Provisions 24.5 through 24.26 below do not apply to employees in apprentice positions.

24.4 Full-time employees on the payroll the preceding June 1 of each year will receive a safety shoe allowance of seventy dollars (\$70.00) during the month of July of each year provided that they have been employed on that campus for one (1) year prior to payment. Employees on the payroll on June 1 of each year who have been employed on the campus for less than the full year or who have been employed for less than full time prior to the July payment shall receive payment on a pro rata basis. This safety shoe allowance shall supersede all existing campus protective footwear payment allowances or purchase practices.

General Salary Increase (GSI)

- 24.5 a. A General Salary Increase (GSI) is a percentage increase applied to the minimum and maximum rate on the new salary schedule for all bargaining unit classifications and to the individual salary rates of all bargaining unit members. For fiscal year 2000/2001, the General Salary Increase (GSI) shall be two percent (2.0%), effective October 1, 2000, provided that:
- 1) the final state budget general fund appropriation and allocation to the CSU is no less than the level of the general fund appropriation to the CSU in the Governor's January Budget for fiscal year 2000/01; and
 - 2) the Union ratifies the Agreement on salaries and benefits for fiscal year 2000/01 by no later than July 20, 2000.

Performance-based Salary Increase

- 24.6 A Performance-based Salary Increase (PSI)/Performance-based Bonus Award (Bonus Award) may be granted in accordance with the procedure provided in this Article as recognition for employees' contributions at work.
- 24.7 In conjunction with each employee's annual performance evaluation, each employee will be given 3 – 5 specific objectives for the following performance evaluation year. The objectives will be based on duties or skills within or related to the employee's classification. Specific objectives may include, but are not limited to, quality of work, quantity of work, new skills learned, customer service, professional responsibility and judgment, and compliance with applicable laws, rules and policies. Specific objectives for 2000/2001 shall be prepared and reviewed with employees by December 1, 2000 and shall be achievable no later than June 30, 2001.
- 24.8 The President or his/her designee(s) from among the administrators responsible for employees represented by SETC on each campus shall meet with three bargaining unit members designated by SETC to discuss university, campus, and/or department goals for the upcoming performance evaluation year and to discuss possible objectives for employees in conjunction with university, campus, and/or departmental goals with relation to classifications, work duties and job skills of employees represented by SETC. The Union and the President may mutually agree to meet with less than three bargaining unit members. Such discussion must be completed by October 1.
- 24.9 Each employee shall receive a performance evaluation in accordance with Article 12 (Evaluation). In addition to the individual ratings on the Performance Evaluation form, each employee will receive an overall rating based on the employee's overall performance and the meeting of the employee's specific objectives as provided in provision 24.7.

- 24.10 Performance Evaluations are to be completed, reviewed with the employee in accordance with Article 12 (Evaluation) and turned in to Human Resources no later than October 31 of each year. Employees on leave of absence for whom performance evaluations are prepared will review their evaluations upon their return from leave. However, the performance evaluation is to be turned into Human Resources by October 31.
- 24.11 All permanent employees with an overall rating above Meets Expectations, Satisfactory, or the equivalent shall receive a Performance-based Salary Increase in those years when a Performance-based Salary Increase pool has been negotiated and/or the campus designates funds for a Performance-based Salary Increase. The Performance-based Salary Increases shall be an increase to an employee's base salary. The percentage award will be the same for all employees with the same rating on each campus. If there is more than one rating above the "Meets Expectations", Satisfactory or equivalent rating, the President or his/her designee(s) from among the administrators responsible for employees represented by SETC will determine the percentage award for each rating. For the purpose of the Performance-based Salary Increase to be effective July 1, 2000, the Performance-based Salary Increases shall be based only on the Performance Evaluation prepared to evaluate 1999/2000 performance. However, no employee shall exceed the maximum of the salary range for his/her classification, as the result of such an increase (PSI).
- 24.12 Nothing in this procedure requires campuses to modify existing performance evaluation forms unless existing forms do not have an overall rating. In such cases an overall rating must be added or attached to the Performance Evaluation form.
- 24.13 For fiscal year 2000/2001 the amount of funds dedicated through negotiations to the Performance-based Salary Increase Program shall be \$217,800, excluding associated benefit costs, for base pay increases. In addition to the amount negotiated for each fiscal year, the campus may provide additional funds for the program.
- 24.14 No later than December 1 of any year in which a PSI pool has been established in accordance with provision 24.13 above, the President or his/her designee from among the administrators responsible for employees represented by SETC shall determine the percentage award to be given to each eligible rating, based on the Performance-based Salary Increase pool, any available campus funds, and the number of eligible employees. If there is more than one rating above Meets Expectations, Satisfactory, or the equivalent, the awards to the ratings above Meets Expectations, Satisfactory, or the equivalent shall not differ by more than three percent (3%) between each next higher rating.
- 24.15 One Time Performance-based Bonus Award
- a. During the year 2000/2001 a pool of funds in the amount of \$188,100, excluding associated benefit costs, and separate from the pool of funds established in 24.13, shall be dedicated for one-time, lump sum bonuses under the Performance-based Bonus Award Program. One-time bonuses may be awarded in recognition of above average performance on a project, recognition of one time or special project performance, for members of a team in recognition of their performance as a team based on criteria established by the

campus, above average performance in general, or other significant contributions to the campus and/or CSU community.

- b. The one time bonus award shall be a percentage of gross pay for the period of time of performance for which the bonus is awarded.
- c. The one time bonus award shall not exceed five percent (5%) of an employee's base salary.

24.16 In fiscal year 2000/2001, the amount of funds that have been negotiated for Performance-based Salary Increases, pursuant to provision 24.13 above, will be expended on PSIs for employees. If the total funds negotiated for each fiscal year are not allocated or encumbered for PSI recipients by March 1, the Union may request by March 31 to meet with CSU to negotiate regarding the unallocated or unencumbered funds, and CSU shall agree to such a request.

If the amount of funds that have been negotiated for One Time Bonus Awards pursuant to provision 24.15 above is not awarded by June 30, 2001, the amount of funds remaining shall be carried forward to be awarded during the next fiscal year. Any funds carried forward to the next fiscal year must be spent in that second fiscal year.

24.17 The annual Performance Evaluation, the decision of the campus regarding the specific objectives given to individuals, the percentage of money to be distributed under provisions 24.11 through 24.15, the employees to receive PSI's and Bonus Awards, and the percentage of money to be awarded to each employee shall not be subject to Article 9, Grievance Procedure.

24.18 In addition to the awards funded by any monies designated for PSIs in 24.13 and Bonus Awards in 24.15 and separate from the Performance-based Salary Increase procedure campuses may award salary increases for meritorious performance from campus funds at any time. These salary increases may be in the form of permanent increases to salary rates. However, in no case may an employee's salary rate exceed the maximum of the range on the salary schedule for the employee's range and classification. Such awards are solely at the discretion of the President and shall not be subject to the procedure in this Article (24.6-24.17) or the Grievance Procedure.

2000/2001 Equity Increases

24.19 The parties agree to the following equity increases to be effective July 1, 2000:

a. Auto Mechanic	4%
Building Services Engineer	4%
Carpenter I	4%
Carpenter II	4%
Electrician I	6%
Electrician II	2%
Hvy. Equipment Mechanic	4%
Lead Auto Equipment Mechanic	4%
Locksmith I	4%

Locksmith II	4%
Machinist	4%
Mason	4%
Material Fabrication Spec.	2%
Painter I	4%
Painter II	4%
Plumber I	6%
Plumber II	2%
Refrigeration Mechanic	2%
Sheet Metal Worker	6%
Supervising Carpenter	2%
Supervising Electrician	2%
Supervising Mat. Fab. Spec.	2%
Supervising Painter	2%
Supervising Plumber	2%
Supervising Bldg. Serv. Engr.	2%

- b. Effective July 1, 2000 the minimums of the salary ranges for the classifications listed in 24.19 a. above will be increased by the same amount as the equity increase listed in 24.19 a.

24.20 Effective July 1, 2000 the maximums of the salary ranges will be increased as shown in Appendix C.

24.21 The revised classification structure, new classifications and classification title changes agreed upon in the Side Letter signed May 9, 2000, will be effective July 1, 2000.

Extended Performance Increase (EPI)

24.22 In fiscal year 2000/2001, a permanent employee may receive an Extended Performance Increase, in accordance with this Article. An Extended Performance Increase is a permanent increase to an employee's base salary, which in fiscal year 2000/2001 shall be a 1% increase to base salary. Employees at or near the maximum of the salary range will receive up to 1%, but shall not exceed the maximum of the salary rate. Employees receiving the EPI of \$420 and/or 1% awarded in 1995/96 or 1999/2000 shall continue to receive the amount previously awarded.

24.23 To be eligible for an EPI in fiscal year 2000/2001, an employee must meet as of June 30, 2000, the following performance and service requirements:

The employee's overall performance has been satisfactory for the previous five years as evidenced by performance evaluation ratings of satisfactory or better and having no disciplinary actions received in the past five years which remain in the personnel file, and the employee has completed as of June 30, 2000, twelve (12) years of qualifying pay periods and qualifying months of service at the CSU, as defined in Article 16 and below in this provision.

A year of required service for a ten (10) month or 10/12 employee is the completion of twelve (12) pay periods and ten (10) qualifying months of service. A year of required service for an eleven (11) month or 11/12 employee is the completion of

twelve (12) pay periods and eleven (11) qualifying months of service. A year of required service for a twelve (12) month employee is the completion of twelve (12) pay periods and twelve (12) qualifying months of service.

No later than November 1, 2000, employees who believe they are eligible for an EPI based on service at another campus shall notify in writing the campus Human Resources Office of such service.

- 24.24 Upon determination by the appropriate administrator, the EPI shall be authorized in writing. Upon request of an employee denied an EPI, a meeting shall be arranged within seven (7) days of the request with a representative of the President for the purpose of reviewing such a denial. The employee may be represented at this meeting. The denial of an EPI shall not be subject to Article 9, Grievance Procedure. An employee who meets the service requirements for an EPI in accordance with provision 24.23 and is denied an EPI shall remain eligible for reconsideration on an annual basis, if EPIs are funded in subsequent years.
- 24.25 In fiscal year 2000/2001, an employee who is eligible and authorized for an EPI shall receive such an increase, retroactive to July 1, 2000.
- 24.26 Provisions 24.22 through 24.26 apply to implementation of an Extended Performance Increase only in the 2000/2001 fiscal year. The parties agree that there is no expectation or obligation on the part of the parties to implement EPI program in subsequent years for any bargaining unit member who is not eligible for and awarded the EPI on June 30, 2000.

Classification Changes

- 24.27 When an employee moves to a classification in a lower salary group, the appropriate rate in the salary range shall be determined by the President, except that in no case shall the new salary exceed the rate received in the higher classification or the maximum rate of the lower classification. Determination of the appropriate rate in such cases shall be made by using the same criteria as would be used for an initial appointment to that classification and by considering past PSIs, if any.
- 24.28 When an employee moves to a classification within a salary group the appropriate rate in the new classification shall be determined by the President. There is no requirement to increase the employee's rate of pay unless it is below the minimum of the new classification, in which case it must be increased to at least the minimum of the new classification.
- 24.29 When an employee moves without a break in service to a classification in a higher salary group, the appropriate rate in the salary range shall be determined by the President. The new rate in the higher salary group shall be at least five percent (5%) higher than the employee's previous rate, except that the new rate may not exceed the maximum of the range.

Payment Above the Maximum

- 24.30 A payment above the maximum of the salary range for a class may be granted by the President when an employee moves to a class with a lower salary range.
- 24.31 If a payment above the maximum is granted, the employee shall retain either the salary currently being paid or a salary twenty-five percent (25%) above the maximum salary of the lower class, whichever is less. The employee shall remain at that salary rate until the maximum salary of the lower class equals or exceeds the payment above the maximum rate or until the authorized time period for maintaining the payment above the maximum rate expires, whichever occurs first.
- 24.32 During the period of time an employee's salary remains above the maximum salary for the class, the employee shall not receive further salary increases, including GSIs or PSIs, except in cases of promotion.
- 24.33 A payment above the maximum shall not exceed twenty-five percent (25%) above the maximum of the salary range of the class to which the employee is moving. An employee may retain a payment above the maximum for up to five (5) years.
- 24.34 Payment above maximum shall not be authorized for an employee when:
- a. an employee, for personal convenience, requests voluntary demotion;
 - b. an employee is demoted for cause other than for medical reasons.
- 24.35 An employee who was compensated at a salary rate above the maximum prior to a permanent separation will not be entitled to a payment above the maximum upon his/her return to work. Also, the authorization for a payment above the maximum shall be canceled if the employee refuses an offer of appointment to a position at the campus in a class at a salary level equivalent to the original classes from which the employee was moved.

Cost Savings Committee

- 24.36 A cost savings committee shall be established. The cost savings committee shall include an equal number of employee representatives and management/supervisory representatives. The cost savings committee shall meet no less than twice per year. The cost savings committee shall submit recommendations to the appropriate administrator and President for economy measures. The committee may also recommend specific uses for any cost savings. The committee may choose to discuss economies associated with training, maintenance and repair, new technologies and funding opportunities related to bargaining unit work.

Shift Differential

- 24.37 There are three (3) shifts: day, swing, and graveyard. The day shift includes the hours between six (6) a.m. to six (6) p.m. The swing shift includes the hours between

six (6) p.m. and midnight. The graveyard shift includes the hours between midnight and six (6) a.m.

24.38 Employees who work four (4) or more hours in the swing shift shall be paid a shift differential of \$1.25 per hour for the employee's entire shift.

24.39 Employees who work four (4) or more hours in the graveyard shift shall be paid a shift differential of \$2.20 per hour for the employee's entire shift.

24.40 To qualify for payment of a shift differential, an employee must:

- a. be assigned hours of work of which at least four (4) hours are within a regularly scheduled swing or graveyard shift; and
- b. be employed in a class that has been designated as eligible for a shift differential.

24.41 In addition, an employee who is in a class not eligible for shift differential shall be eligible for shift differential if:

- a. the employee is assigned hours of work of which at least four (4) hours are within a scheduled graveyard or swing shift; and
- b. the employee is temporarily assigned to a graveyard or swing shift and does not work his/her regularly scheduled day shift. Such temporary assignment shall not result in either call-back or overtime pay.

Sunday Pay Differential

24.42 Employees who are regularly scheduled to work on Sundays shall receive a differential equal to the swing shift differential. The Sunday pay differential shall not be added to or combined with any other pay differential or premium pay.

Asbestos Pay Differential

24.43 Whenever an employee is assigned to perform any asbestos-related or hazardous material handling duties including but not limited to removing or repairing asbestos lagging, performing any asbestos abatement or cleaning up asbestos, he/she shall be paid an asbestos pay differential of \$3.00 per hour for the amount of time spent performing such work. "Hazardous material handling duties" as used in this provision refers to work that a) requires by law the employee be trained and certified to work with the specified material, and b) requires the employee use protective equipment and extra precautions to ensure his/her safety and health.

Asbestos Training and Hazardous Material Handling Certification Allowance

24.44 Employees who have been required by the CSU to undergo training in either asbestos abatement and handling or in hazardous materials handling shall be paid an allowance of one hundred sixty-five dollars (\$165). Payment shall be made within thirty (30)

days after the demonstrated completion of such training and the certification, if required, for the performance of such work.

- 24.45 Employees who have been required by the CSU to undergo training in order to maintain or renew the certifications described in provision 24.44 above, shall be paid an allowance of one hundred sixty-five dollars (\$165). Payment shall be made within thirty (30) days after the demonstrated completion of such training and the subsequent renewal of such certification.
- 24.46 For the purpose of provisions 24.44 and 24.45 above, training in either asbestos abatement and handling or in hazardous materials handling must be either EPA-certified or CAL-OSHA approved.

Backflow Testing and Water Treatment Operator Allowances

- 24.47 Employees who are required by the CSU to obtain either a backflow testing license or the appropriate water treatment operator certificate shall be paid an allowance of one hundred sixty-five dollars (\$165). Payment shall be made within thirty (30) days after the employee has demonstrated that he/she has obtained the license or certificate.
- 24.48 Employees who are required by the CSU to renew their license or certificate described in provision 24.47 above, shall be paid an allowance of one hundred sixty-five dollars (\$165). Payment shall be made within thirty (30) days after the employee has demonstrated that he/she has renewed the license or certificate.

Welding Certification

- 24.49 Employees who are required by the CSU to obtain a Welding Certification shall be paid an allowance of one hundred sixty-five dollars (\$165). Payment shall be made within thirty (30) days after the employee has demonstrated that he/she has obtained the license or certificate.
- 24.50 Employees who are required by the CSU to renew their license or certificate described in provision 24.49 above, shall be paid an allowance of one hundred sixty-five dollars (\$165). Payment shall be made within thirty (30) days after the employee has demonstrated that he/she has renewed the license or certificate.

10/12 Pay Plan

- 24.51 Probationary and permanent employees shall be eligible to request participation in the 10/12 or 11/12 pay plan.
- 24.52 The assignment of an eligible employee into the 10/12 or 11/12 pay plan and the yearly schedule 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 or 11/12 pay plan.
- 24.53 Withdrawal from participation in the 10/12 or 11/12 pay plan and return to a twelve (12) month annual work year may be requested by an employee in accordance with campus procedures. When operational needs require, the appropriate administrator

may request an employee on the 10/12 or 11/12 work plan return to a twelve (12) month annual work year. In both instances, the employee and appropriate administrator shall attempt to reach mutual agreement regarding the request. In the absence of mutual agreement, the President shall make a final determination, provided that an employee be given at least twelve (12) months notice of his/her return to a twelve (12) month annual work year.

- 24.54 An employee participating in the 10/12 or 11/12 pay plan shall receive his/her (10-month or 11-month) annual salary in twelve (12) salary warrants and appropriate benefits on a twelve (12) month basis.
- 24.55 An employee moving from a twelve (12) month status to the 10/12 or 11/12 pay plan shall retain his/her salary anniversary date.
- 24.56 An employee on the 10/12 or 11/12 pay plan shall accrue sick leave, vacation, and seniority during the full twelve (12) month period.
- 24.57 Ten (10) months or eleven (11) months of service by an employee in the 10/12 or 11/12 pay plan shall constitute one (1) year of service for employment status matters, EPI and retirement.
- 24.58 Approval and denial of employee requests by the President as specified in provisions 24.51 through 24.57 shall not be subject to Article 9, Grievance Procedure.

ARTICLE 25

BENEFITS

Health

- 25.1 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 the agreement. Payment for these benefits shall be based on rates established by the PERS for participating members. The Employer contribution shall be based on the current formula as provided in Government Code Section 22825.1 for fiscal year 1990/2000. In 1999/2000, the Employer contribution based on the current formula provided in Government Code 22825.1 shall be supplemented as follows:

<u>Coverage Category</u>	<u>Monthly Supplement</u>
Single	\$5
Double	\$10
Triple or more	\$20

Health Premium Conversion

25.2 All bargaining unit employees who contribute toward health benefits pursuant to provision 25.1 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 Care

25.3 For the duration of this agreement the dental benefits provided by CSU through the insurer(s) selected by CSU for its indemnity and prepaid dental plans shall be offered to eligible employees and eligible family members as defined in provisions 25.8 and 25.9. For the 1999/2000 fiscal year the Employer's contribution to such plans shall equal 100% of the basic monthly premium. The level of benefits shall be the CSU Enhanced Level I Indemnity Dental Plan and the Basic Prepaid Dental Plan

Vision Care

25.4 Eligible employees and eligible family members as defined in provisions 25.8 and 25.9 shall be entitled to receive vision care benefits. Such benefits shall be provided by the CSU through carriers selected by the CSU. The CSU hereby agrees the Employer's contribution shall equal one hundred (100) percent of the basic monthly premium.

Dependent Care Reimbursement

25.5 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 and IRS regulations. All administrative costs for participation shall be paid by participating employees.

Enhanced 1959 PERS Survivors Benefit

25.6 The amount of benefit payable to a surviving spouse of a bargaining unit employee under the 1959 Survivors Benefit shall be increased to the levels of payment provided in Government Code Section 21382.4 effective upon the date of the ratification of this Agreement by both parties. Bargaining unit employees will continue to pay a premium of \$2.00 per month for this benefit. All monthly premiums in excess of the contribution of employees will be paid by the CSU.

Eligible Employees

25.7 The term "eligible employee(s)" as used in this Article shall mean an employee or employees who are appointed half-time or more for more than six (6) months. Those excluded from dental benefits 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.

Eligible Family Members

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

25.10 No provision contained in this Article shall be implemented unless and until the amount required therefore is appropriated by the Legislature and made available to the CSU for expenditures for such purposes.

Industrial Disability Leave

25.10 Upon written notification to CSU by an eligible employee, he/she may elect to supplement IDL payments with charges to his/her accrued sick leave. Such an election shall be made no later than fifteen (15) days after the report of the injury for which the IDL is being paid.

25.11 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.

25.12 Such a supplement to IDL payments shall not result in the employee receiving a payment in excess of his/her regular salary or wage.

- 25.13 All payments received by an employee while on IDL shall be subject to mandatory and authorized voluntary deductions.

Recreational Facilities

- 25.14 Full-time employees shall have access to campus recreational facilities unless the President has determined that such access interferes with the authorized use of the facilities. A fee equal to the CSU costs may be charged. The use of campus recreational facilities by employees shall be wholly voluntary and shall not be considered as time worked.

Information Regarding Benefits

- 25.15 The campus Human Resources Office shall provide information concerning an individual employee's rights under NDI, IDL, Temporary Disability, Social Security, and/or PERS retirement options.

Parking

- 25.16 An employee wishing to park at any CSU facility shall pay the CSU parking fee. The CSU shall provide for payroll deductions for this purpose upon written authorization by the employee. The CSU will meet with the Union in order to notify the Union of any parking fee increases which are implemented at any campus during the life of this Agreement.

Travel Reimbursement

- 25.17 Employee expenses incurred as a result of travel on official CSU business shall be reimbursed in accordance with the rates established by the CSU, except that the parties must meet and confer on any CSU proposal to decrease such reimbursement allowances. The CSU shall provide the union with the current travel rates.

Obra Retirement

- 25.18 Effective July 1, 1994, part-time and temporary and employees who do not otherwise participate in the Public Employees Retirement System will be included in the University of California Defined Contribution Plan, a FICA-Safe Harbor Plan, in accordance with the regulations under section 3121(b) (7) (f) of the Internal Revenue Code. The total cost of the Plan will be paid by participating employees in the form of a seven and one-half percent (7.5%) pretax reduction, in accordance with section 414(h) of the Internal Revenue Code, from a participating employee's covered wages each pay period. The total cost for participation in the plan will be borne by the employee.

FlexCash Plan

25.19 All employees eligible for either health insurance pursuant to provisions 25.1 of the Agreement, or dental insurance pursuant to provisions 25.3 of the Agreement, shall be entitled to waive health and/or dental insurance in exchange for the following monthly payments:

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

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

403(b)

25.20 All members of the bargaining unit shall be eligible to participate in the 403 (b) program in accordance with regulations and procedures as established by the California State University and in accordance with IRS regulations.

ARTICLE 26

APPRENTICESHIP PROGRAM

Apprenticeship Program

26.1 The CSU and the SETC agree to administer the apprenticeship standards approved by the Joint Apprenticeship Committee (JAC). All CSU apprentices shall be registered with the State of California Department of Apprenticeship Standards (DAS) and with the JAC. The working conditions of Apprentices shall be determined by the JAC.

Joint Apprenticeship Committee

26.2 The apprenticeship committee, hereafter referred to as the "Joint Apprenticeship Committee" or "JAC", will represent all of the California State University Campuses and will consist of ten members, five of whom shall be selected by and represent the California State University and five of whom shall be selected by and represent the State Employee's Trades Council (SETC), Local 1268. In addition, there shall be an apprenticeship consultant representing the Division of Apprenticeship Standards (DAS

Administrator) and any other advisors as the committee shall determine. These advisors shall act without vote.

- 26.3 The JAC shall meet on dates mutually agreed-upon by the parties. JAC members shall be released from work without a loss in pay for time spent in attendance at such meetings. Additional release time may be provided on an individual basis to meet special needs related to work schedules, travel requirements and preparation for JAC members for JAC meetings.
- 26.4 Prior to establishing an apprenticeship program on a campus, the campus shall establish a Campus Apprenticeship Committee, consisting of four members, two of whom shall be selected by and represent the California State University on that campus and two of whom shall be selected by and represent the State Employees' Trades Council (SETC) on that campus. By mutual agreement the number of members on the Campus Apprenticeship Committee may be increased or decreased.

Training Fund

- 26.5 The parties agree to explore methods for seeking funding from non-CSU sources in order to establish a Joint Apprenticeship Fund. This fund, once established, shall be administered by the Joint Apprenticeship Committee and shall be used to pay for training and tools for CSU Apprentices.

Working Conditions

- 26.6 All provisions of the CSU/SETC Agreement shall apply to apprentices, except for the following sections or modifications:
- a. Provision 1.9f, Employee Status, defines the term "Apprentice Employee" as used in this Agreement, as a bargaining unit employee who is serving in a certified CSU Apprentice program for a specified period of time.
 - b. Provisions 1.16 and 1.17 (workday and worktime), shall not include any time spent by apprentices in connection with courses of related and supplemental instruction. All such time shall be non-compensable except for any course of instruction which is given on a job site during worktime.
 - c. The arbitration procedure outline in Article 9, Provisions 9.9 through 9.15, shall not be utilized by apprentices. In lieu of arbitration, the following Level IV and Level V procedure shall apply to apprentices:

1. In the event the grievance is not settled at Level III, the grievant may file a Level IV grievance with the Chair of the Joint Apprenticeship Committee not later than seven (7) days after the receipt of the Level III response. The committee shall meet as a whole within thirty (30) days to hear the grievance.
 2. If the Joint Apprenticeship Committee is unable to resolve or adjust the grievance because of a divided vote, the grievance shall be submitted to the DAS Administrator for final determination. The DAS Administrator shall not have the power or authority to alter, add to, detract from, or amend any provision of the applicable MOU or of the apprenticeship standards.
 3. The parties agree that the standard of review of both the JAC and the DAS Administrator is whether the CSU violated or misapplied a specific provision(s) of the Agreement between the parties as hereby amended.
 4. Any decision by either the JAC or the DAS Administrator shall not establish a precedent.
- d. Article 10 - Appointment, shall have no application to apprentices, except for Section 10.1, 10.3, 10.7 and 10.8.
 - e. Article 11 - Probationary Period, shall have no application to apprentices.
 - f. Article 12 - Evaluation, shall have no application to apprentices. Evaluation of apprentices shall be made in accordance with the terms of the apprenticeship standards.
 - g. Article 20 - Assignment/Reassignment, shall have no application to apprentices.
 - h. The parties agree that the words "work schedule(s)" wherever they appear in Article 22, Hours of Work, shall not include scheduled courses of related and supplemental instruction, except for any course of instruction which is given on a job site during worktime.
 - i. The parties agree that "overtime" as defined in Provision 23.1 of Article 23, Overtime, shall not include time spent by apprentices in connection with any course of related or supplemental instruction except for any course of instruction given on a job site during worktime.

- j. Article 24 - Salary. Apprentices are eligible for any General Salary Increases (GSI's) which may be negotiated, but are not eligible for Performance-based Salary Increases (PSI's).
- k. The parties agree that Article 27, Training and Development, shall have no application to apprentices except that a fee waiver will be granted for any course of related or supplemental instruction pertaining to apprenticeship authorized by the Joint Apprenticeship Committee which is given by The California State University at a campus within a reasonable driving distance from the apprentice's residence.
- l. Article 29 - Layoff. For the purposes of layoff, apprentices shall at all times during the period of their apprenticeship be considered as "apprentice" employees under Article 29 and will be subject to layoff pursuant to the terms thereof. If an apprentice who is subject to layoff held permanent status in another classification, he/she shall have the right to return to that classification with permanent status in that class.

Apprentice Agreements

- 26.7 Each apprentice agreement shall conform to state law governing apprentice agreements, and shall be signed by the employer, the Joint Apprenticeship Committee, and the apprentice and must be approved in advance by the Joint Apprenticeship Committee.

Apprentice Standards

- 26.8 The parties agree that each apprentice and/or potential apprentice applicants shall be provided a copy of the Apprenticeship Standards and Qualification Standards for the Apprentice Program. Copies will be available with the Director of Plant Operations.

ARTICLE 27

TRAINING AND DEVELOPMENT

General Training

- 27.1 An employee wishing work-related training may submit a written request to the appropriate administrator. Such a request may include, but is not limited to, release time with pay, flexible working hours, tuition, and travel. The appropriate administrator shall respond to such requests in writing.
- 27.2 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 is required by an appropriate administrator to take work-related training during nonworking hours, such time shall be counted as hours worked for the purpose of computing overtime pay. Appropriate costs for such training shall be borne by the CSU. Documented completion of the training may be required by the CSU for payment.

- 27.3 During the 1996/97 fiscal year, each campus will prepare a report on work-related employee training goals and/or needs. Campus employees and the Union may submit to the appropriate administrator written suggestions regarding the contents of the report. A copy of the final campus report will be provided to the Union steward. The CSU reserves and retains unto itself the right to determine training needs, priorities and the resources dedicated to the employee training.

Fee Waiver

- 27.4 The appropriate administrator may approve requests from all full-time employees and part-time permanent employees for enrollment in a maximum of two (2) CSU courses per semester/quarter (exclusive of courses in self-support programs) 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. The operational needs of the department are met in an orderly and normal manner.
 - c. CSU admission requirements shall be met or waived for an approved Career Development Plan. CSU admission requirements shall not apply for job-related courses.
- 27.5 An employee taking a course(s) subject to provision 27.4 of this Article shall be granted reasonable release time for one (1) on-campus course per semester/quarter. An employee at the Chancellor's Office shall be granted an amount of time during working hours equal to actual class time.
- 27.6 The course of study for a Career Development Plan will be established by the employee and an appropriate advisor. Career development courses shall relate to future career opportunities and assignments within the CSU.
- 27.7 Employees on a leave of absence who otherwise are eligible to request a fee waiver may request a fee waiver for enrollment in more than two (2) courses per semester/quarter.

- 27.8 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.
- 27.9 A record of completed courses may be placed in the employee's official personnel file.
- 27.10 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) each:

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 CSU 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.

ARTICLE 28

HEALTH & SAFETY

- 28.1 The Employer recognizes the importance of safe and healthful working conditions and shall make a reasonable effort to provide such to its employees.
- 28.2 The employer and the employees shall comply with state and federal health and safety laws and regulations. The employees shall also comply with campus safety rules and regulations. This provision shall not be subject to the arbitration procedure of this Agreement.
- 28.3 Safety equipment, protective clothing, and tools shall be provided at no cost to an employee when it is deemed necessary by the President to maintain safe and healthful conditions. Such equipment may include, but is not

limited to, safety glasses, respirators, masks, ear protectors, hard hats, harnesses, and gloves.

- 28.4 When an employee in good faith believes that he/she is being required to work under unhealthy and unsafe conditions or without adequate safety equipment and clothing, 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 clothing 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 condition.
- 28.5 An employee may take out of service or shut down a machine when he/she considers it unsafe while reporting this condition to the appropriate administrator. If in good faith the employee believes continued operation of such a machine presents a clear danger to his/her health and safety, he/she may request a temporary reassignment pursuant to provision 28.6.
- 28.6 An employee may request a temporary reassignment when he/she believes in good faith that his/her present assignment presents a clear danger to his/her health and safety. The appropriate administrator shall promptly respond 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, the temporary assignment shall continue until a remedy is implemented.
- 28.7 There shall be a campus Plant Operations Safety Committee which shall meet at regularly scheduled times during normal business hours. A reasonable number of employee representatives shall serve as committee members. Committee members may place items related to health and safety on the agenda for such committee meetings.
- 28.8 There shall be a Subcommittee of the Plant Operations Safety Committee which shall consist of an equal number of management and employee representatives. The Union shall designate its representatives. Appointed representatives from management and the Union shall meet on a monthly basis or by mutual agreement. The purpose of these meetings is to recommend to the campus Plant Operations Safety Committee safety regulations, guidelines, training programs, and necessary corrective action concerning conditions associated with the work environment. The Union may seek other remedies provided by law if the reasonable recommendations regarding corrective action are not implemented by the Employer within a reasonable period of time.

- 28.9 One campus employee from the bargaining unit shall be designated by SETC to represent the safety interest of bargaining unit employees. Such representation shall be by membership on the existing campus wide 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 campus wide safety committee when appointed by means other than those provided in this provision.
- 28.10 When available, the Employer shall furnish to the Union the Material Safety Data Sheets on hazardous substances used by unit employees, upon the Union's written request. Where available, other similar information shall be provided to the Union, upon the Union's written request and within the requirements of the law.
- 28.11 Adequate first aid equipment for the treatment of minor injuries shall be available at appropriate locations. Upon request of the employee, the Employer shall make arrangements to provide transportation for employees requiring medical treatment for on-the-job accidents or illnesses.
- 28.12 All work related injuries and illnesses shall be reported immediately to the appropriate administrator.
- 28.13 An employee who observes or detects any health or safety hazard shall report it to the appropriate administrator as soon as possible.
- 28.14 The CSU shall endeavor to utilize non-bargaining unit personnel to remove asbestos which is currently identified by the CSU for priority removal. However, in the event that CSU desires to utilize University personnel on any campus to perform any asbestos-related duties including but not limited to removing or repairing asbestos lagging, performing any asbestos abatement or cleaning up asbestos, then the CSU may utilize qualified Bargaining Unit 6 employees in any classification to perform such work subject to the following procedure:
- a. On CSU campuses where Bargaining Unit 6 employees are qualified to perform such work, the University shall first endeavor to utilize qualified employees who have expressed a desire to perform such work. When there are an insufficient number of qualified employees desiring to perform such work, the CSU shall assign this work to qualified employees who shall not decline such assignments, subject to the other provisions of this article.
 - b. On CSU campuses where the University determines that an insufficient number of employees are qualified to perform such work, the University shall first endeavor to utilize employees who have volunteered to become qualified to perform such work. Once said

volunteers are qualified, the CSU may assign such work to these, as well as to other qualified employees, who shall not decline such assignments, subject to the other provisions of this Article.

- c. In the event that there are an insufficient number of employees desiring to become qualified to perform such work, then the CSU shall assign employees to first, become qualified to perform such work, and second, to then engage in such work assignments. The employees shall not decline such assignments, subject to the other provisions of this Article.
- d. This provision shall not prohibit qualified bargaining unit employees from performing asbestos-related duties that are necessary in order to complete their normal duties.
- e. This provision shall supersede all existing campus asbestos-related work assignment practices or policies.
- f. Payment for the performance of such duties shall be as provided in Article 24, Salary.
- g. For the purpose of this article, the term "qualified" shall be defined as either "EPA-Certified" or "CAL-OSHA" approved training for asbestos-related work.

28.15 The CSU shall complete the training of all bargaining unit personnel in a general asbestos awareness course as determined by the CSU within six (6) months after the ratification of this Agreement.

28.16 The parties agree to establish a joint system-wide Health & Safety Committee which shall consist of four (4) representatives from the CSU and four (4) representatives from the Union. This committee shall meet on dates mutually agreed-upon by the CSU and the Union. The function of this committee shall be limited to informing the Union of asbestos abatement projects which the CSU has determined will be performed on any CSU campus for which the CSU has received funding as well as for discussing asbestos and hazardous waste training and safety issues such as air monitoring, medical surveillance, respirators and protective clothing. The committee may mutually agree to discuss other safety issues. However, the decision to remove asbestos or any hazardous waste on any CSU campus and the method of removal is the prerogative of the CSU.

28.17 When the CSU desires to utilize training provided by the Union in hazardous waste handling Unit 6 employees who undertake such training shall be released from work without the loss of compensation to attend such training. When the Union agrees to provide such training it shall be provided at no cost to the CSU for such employees.

- 28.18 The decision to contract out asbestos-related work shall not be subject to the requirement of provision 4.1 of the Agreement to make every reasonable effort to perform such work in-house.
- 28.19 When the CSU desires to utilize training provided by the Union in asbestos handling and abatement, Unit 6 employees who undertake such training shall be released from work without the loss of compensation to attend such training. When the Union agrees to provide such training it shall be provided at the cost of one hundred dollars (\$100.00) per employee.

ARTICLE 29

LAYOFF

- 29.1 It is the intent of the Employer to provide stability of employment to the employees.
- 29.2 When the President determines that a layoff is necessary on a campus because of a lack of work or a lack of funds, the following procedures shall apply.

Notice of Impending Layoff

- 29.3 When the CSU determines that there may be a need for implementation of any procedures outlined in this Article, the CSU agrees to immediately meet and confer with the Union on the bargaining unit impact including, but not limited to, voluntary programs, reduced worktime, leaves of absence, and other personnel actions.

Order of Layoff

- 29.4 Layoff shall be within a defined occupational series grouping as established by Appendix B. The order of layoff shall be:
- a. first, apprentice, temporary and probationary employees, and
 - b. last, permanent employees.
- 29.5 Non-reappointment of a temporary employee does not constitute layoff.
- 29.6 Temporary and probationary employees shall be laid off in a defined occupational series grouping without regard to length of service. The criteria determining the order of layoff shall be:

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

29.7 Permanent employees shall be laid off in a defined occupational series grouping as defined in Appendix B in reverse order of seniority.

29.8 An 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

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

29.10 For the purpose of computing permanent employee seniority credit, length of service includes continuous time served as a temporary, probationary, or permanent employee in a defined occupational series grouping, and is counted from the date of appointment to a class within a defined occupational series grouping. Effective July 1, 1996, the parties may mutually agree that an employee may be temporarily assigned to a position in another classification at a salary rate appropriate for the temporarily assigned duties and responsibilities. Such temporary assignment shall not exceed six months (180 days), except by mutual agreement of the parties. A temporary assignment implemented under this provision shall not be considered as a break in service for computation of seniority points, and an employee on such temporary assignment shall retain bargaining unit status.

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

29.12 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, as long as both classes are within the same occupational series grouping.

Tie-Breaking in the Order of Layoff

29.13 A tie exists when two (2) or more permanent employees in a defined occupational series grouping undergoing layoff have the same number of seniority points.

- 29.14 In establishing the layoff order of permanent employees, ties shall be broken considering only the following factors:
- a. specialized skills and competencies of the employee;
 - b. documented meritorious service by the employee; and
 - c. affirmative action needs of the campus.

Notice of Layoff

- 29.15 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.
- 29.16 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. Such notice shall be in writing and mailed by certified mail, return receipt requested, to the employees' last known address.

Employee Options in Lieu of Layoff

- 29.17 A permanent employee who has received a notice of layoff shall have the right to elect transfer to any vacancy for which he/she is currently qualified in the unit at the campus where notice occurred. Such qualification shall be determined in the normal manner. When two (2) or more such permanent employees elect transfer to the vacancy, the employee to be transferred shall be selected on the basis of any of the following factors:
- a. specialized skills and competencies of the employees;
 - b. documented meritorious service by the employee; and
 - c. affirmative action needs of the campus.
- 29.18 A permanent or probationary employee who has received a notice of layoff may elect to be transferred or demoted to any previously held classification outside of the occupational series grouping in which he/she held permanent status at the campus, provided there has been no break in service.
- 29.19 In order to elect provision 29.17 or 29.18 of this Article, an employee must notify the campus Personnel Office in writing of his/her election not later than seven (7) days after receiving the notice of layoff.

- 29.20 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 29.17 and 29.18 of this Article.
- 29.21 If an employee elects a demotion in lieu of layoff, he/she shall receive a payment above the maximum in accordance with Article 24, Salary.

Re-employment Rights

- 29.22 The names of laid off permanent employees shall be entered on a re employment list by classification in order of seniority. An employee's name shall remain on the re employment list until he/she returns to a position within the defined occupational series group in the same classification or lower classification held at the time of layoff and at the same timebase as previously held.

In no case shall a name remain on the re employment list for more than five (5) years.

- 29.23 Position vacancies in the same or lower classifications in a defined occupational series group for which there are names of qualified individuals on the re-employment list as established in provision 29.22 above shall not be filled without first making an offer of re employment to those on the list. If an individual on the re-employment list declines two (2) such offers, he/she waives his/her re-employment rights. An individual on a re employment list may request inactive status for up to one (1) year.
- 29.24 An employee re-employed under the conditions of this Article shall retain permanent status rights, service credit (subject to PERS regulations), salary step, sick leave, and seniority credits he/she held at the date of layoff.
- 29.25 Provisions of this Article shall apply only to the campus where the layoff occurred, except for provision 29.26 below.

Re-employment Opportunities

- 29.26 The CSU shall provide a job clearinghouse to advise and inform employees in classifications undergoing layoff of employment opportunities at other campuses. The services of the clearinghouse shall be available upon request to permanent employees in receipt of notice of layoff or former permanent employees on a re-employment list. No campus may fill a vacancy without first ascertaining whether there are individuals in the applicant pool who have been referred through the clearinghouse. Such individuals who have applied for the vacancy shall be interviewed.

ARTICLE 30

DURATION AND IMPLEMENTATION

- 30.1 This Agreement shall remain in full force and effect from the date of ratification by both parties up to and including June 30, 2002.
- 30.2 Negotiations for a successor agreement shall commence when the union delivers to the CSU its proposals in writing no earlier than February 1 and no later than March 1 immediately preceding the expiration date of this Agreement.
- 30.3 For fiscal years 2000/2001 and 2001/2002, either party may choose to reopen Article 24, Salary and/or Article 25, Benefits, for the purposes of negotiations, subject to the public notice provisions of HEERA. However, provision 24.17 shall not be subject to renegotiation during such bargaining.
- 30.4 Any term(s) of this Agreement which is deemed by the Employer to carry an economic cost shall not be implemented until the Employer determines that the amount required therefore has been appropriated and makes such amount available for expenditure for such purpose. If the Employer determines that less than the amount needed to implement this Agreement or any provision herein has been appropriated or makes available less than the amount needed to implement this Agreement or any provision herein, the term(s) of this Agreement deemed by the CSU to carry economic cost shall automatically be subject to the meet and confer process.
- 30.5 This Agreement may be amended or modified from time to time by mutual agreement in writing, and any such amendments or modifications shall become a part of this Agreement. All supplements to be effective must be signed by the parties.

ARTICLE 31

SAVINGS CLAUSE

- 31.1 If any provisions of the Agreement are held to be contrary to law by a court of competent jurisdiction or governmental administrative agency having jurisdiction over the provisions, such provisions will be considered invalid except to the extent permitted by law, but all other provisions of the Agreement shall remain in full force and effect. Any such invalidated provision shall, at the request of either party, be subject to negotiation between the parties but in no event shall the result of such negotiations circumvent the law.

APPENDIX A
SALARY SCHEDULE

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

<http://www.calstate.edu/hrpims/Salary/SalarySchd19991029.pdf>

APPENDIX B

DEFINED OCCUPATIONAL SERIES GROUPING

#1 (6474) Supervising Carpenter (6475) Carpenter II (6476) Carpenter I (6477) Carpenter Apprentice	#8 (6699) Refrigeration Mechanic
#2 (6524) Supervising Painter (6525) Painter II (6526) Painter I (6527) Painter Apprentice	#9 (6685) Power Plant Operator (6703) Operating Engineer (6704) Operating Engineer Apprentice
#3 (6534) Supervising Electrician (6532) Electrician II (6533) Electrician I (6536) Electrician Apprentice	#10 (6852) Lead Automotive and Equipment Mechanic (6851) Automobile Mechanic (6837) Mechanics Helper (6834) Heavy Equipment Mechanic (6838) Automobile Mechanic Apprentice
#4 (6547) Supervising Plumber (6548) Plumber II (6549) Plumber I (6550) Plumber Apprentice	#11 (6215) Building Maintenance Worker (6212) Skilled Laborer
#5 (6587) Supervising Materials Fabrication Specialist (6583) Materials Fabrication Specialist (6584) Sheet Metal Worker (6596) Fusion Welder	#12 (6616) Mason #13 (6941) Farm Maintenance Mechanic
#6 (6641) Locksmith Apprentice (6643) Locksmith II (6642) Locksmith I	#14 (6575) Blacksmith
#7 (6700) Supervising Building Service Engineer (6702) Building Service Engineer (6701) Building Service Engineer Apprentice	#15 (6805) Machinist #16 (6940) Maintenance Mechanic

APPENDIX C
Proposed Salary Structure

Class Code	Class Title	Min	Max
Salary Group 1			
6212	Skilled Laborer (*TBD)	35,916	43,656
6215	Bldg Mtn Wk (*TBD)	35,916	43,656
6837	Mechanics Helper Facilities Worker (*N)	36,916	43,656
Salary Group 2			
Facilities Worker II (*N)			
Salary Group 3			
6526	Painter I	43,764	52,512
6476	Carpenter I	43,764	52,512
6575	Blacksmith	43,764	52,512
6616	Mason	43,764	52,512
6642	Locksmith I	43,764	52,512
6851	Auto Mech (*TBD)	43,764	52,512
6703	Oper Eng	43,764	53,136
6685	Pwr Plant Op	43,764	54,264
6834	Hvy Eq Mech (*TBD)	43,764	53,136
6940	Facilities Maint Mech (*R)	43,764	53,136
Salary Group 4			
6596	Fusion Welder (*TBD)	45,180	54,216
6805	Machinist	45,180	54,732
6475	Carpenter II	45,180	55,368
6525	Painter II	45,180	55,368
6533	Electrician I	45,180	55,356
6549	Plumber I	45,180	55,356
6643	Locksmith II	45,180	55,740
6702	Bldg Serv Eng	45,180	54,216
6584	Sheet Metal Worker (*TBD)	45,180	55,356
6852	Ld Auto/Equip Mech (*TBD)	45,180	55,356
6941	Farm Mtn Mech (*TBD) Equip. Mech II (*N) Welder/Sheet Metal Wkr (*N)	45,180	55,800
Salary Group 5			
6474	Supvsng Carpenter	47,712	58,476
6524	Supvsng Painter	47,712	58,476
6532	Electrician II	47,712	58,476
6548	Plumber II	47,712	58,476
6583	Mat Fab Spc	47,712	58,476
6699	Refrig Mech (HVAC Spec.) Facilities Control Spec. (*N)	47,712	58,968
Salary Group 6			
6534	Supvsng Electrician	49,920	61,176
6547	Supvsng Plumber	49,920	61,176
6587	Supvsng Mat Fab Spec	49,920	61,176
6700	Supvsng Bldg Svc Engr Facilities Work Group Supervisor (*N)	49,920	61,176

*Pay ranges are calculated from the 12 month pay range.

*N means new classification

*TBD means classification to be deleted

*R means title revised