ARTICLE 26

GENERAL PROVISIONS

Outside Employment

26.1 Outside employment shall not conflict with regularly scheduled work assignments or satisfactory performance of all duties of the employee.

26.2 Except in emergency situations, bargaining unit members shall be cognizant of potential conflicts arising from self-referral.

Contracting Out

26.3 When the Employer deems it necessary in order to carry out the mission and operations of the campus, the Employer may contract out work within the limitations and requirements imposed by law.

26.4 The CSU shall notify the Union thirty (30) days prior to the effective date of a decision to contract out.

26.5 The Union may request to meet and confer on the impact of contracting out work when such contracting out is to be for more than one (1) year. The CSU shall meet and confer with the Union for this purpose within fourteen (14) days of such a request.

Pay Plans

26.6 Probationary and permanent employees in twelve (12) month classifications are eligible to apply, in accordance with campus procedures, for participation in the 10/12 or 11/12 pay plan.

26.7 Probationary and permanent employees in ten (10) month classifications are eligible to apply, in accordance with campus procedures, for participation in the 10/12 pay plan.

26.8 Assignment of an eligible employee to the 10/12 or 11/12 pay plan shall be by mutual consent of the President and the employee.

26.9 Final approval by the President is required prior to employee participation in the 10/12 or 11/12 pay plan.
26.10 Withdrawal from participation in the 10/12 or 11/12 pay plan and return to a twelve (12) month annual work year may be requested by an employee in accordance with campus procedures. The President shall make a final determination as to the approval or denial of such requests. Based upon program need, an employee formerly appointed to a twelve (12) month year may be returned to a twelve (12) month annual work year as determined by the President.

26.11 An employee participating in the 10/12 or 11/12 pay plan shall receive his/her 10-month or 11-month annual salary in twelve (12) salary warrants and approved and appropriate benefits on a twelve (12) month basis.

26.12 Presidential determinations made pursuant to provisions 26.6 through 26.10 above shall not be subject to Article 8, Grievance Procedure.

**Physicians Staff Meetings**

26.13 Upon request, there may be convened in each Student Health Center a monthly physician’s staff meeting with the Director/Administrator, and at other times when deemed necessary by special circumstances.

26.14 Attendance at this meeting shall, unless expanded by mutual consent, be limited to licensed physicians.

26.15 The purpose of this meeting shall be to discuss issues related to the development and implementation of quality health care programs for students. Such meetings may also serve as a forum for the exchange of information concerning current developments in medical knowledge and patient care.

26.16 In such a meeting(s), physicians shall have the opportunity to provide input and recommendations to the Director/Administrator.

26.17 Such recommendations may address specific medical issues related to the implementation of programs at the campus health center and the discharge of professional responsibilities.

26.18 Such meetings shall be in addition to any other types of health center staff meetings convened by the Director/Administrator.

26.19 The Director/Administrator shall endeavor to schedule such a meeting(s) at a time conducive to maximum participation.

26.20 Such meetings shall be scheduled during worktime.
Non-Discrimination

26.21 It is the policy of the CSU to prohibit discrimination against bargaining unit employees on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, pregnancy, age, disability, or veteran's status. Any allegations by an employee that he/she has been the victim of such discrimination shall be adjudicated solely under the grievance procedure provided in Executive Order No. 419 as hereby amended in this Article.

26.22 Executive Order 419 is amended to provide for advisory fact-finding upon appeal to Level III. If a complaint response at Level II is unsatisfactory to the complainant, and the complainant appeals the complaint to Level III, the complainant may request in writing, to the Office of the Chancellor, an advisory fact-finding investigation of the complaint. The request for the supplemental advisory fact-finding investigation must be filed no later than fourteen (14) days after the Level II response. If a request for advisory fact-finding is not made, and a Level III complaint is not filed in the fourteen (14) day period, the complaint will be considered settled. Upon receipt of an appeal to Level III, the Office of the Chancellor may also exercise the option of an advisory fact-finding investigation.

26.23 Upon receipt of the request for an advisory fact-finding investigation, a member of a panel drawn from the resources of the American Arbitration Association will be asked to review all issues and evidence presented for the Level II complaint. A written report of the outcomes of the advisory fact-finding investigation shall be sent to the Office of the Chancellor and to the complainant. The advisory fact-finding report will be considered in the determination of the Level III complaint.

26.24 The advisory fact-finding hearing will be held in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost of such hearing, excluding advocate, unilateral withdrawal, postponement, or cancellation fees, shall be borne equally by the parties. Expenses for witnesses, however, shall be borne by the party who calls them.

26.25 If the Union is not representing the complainant, then the complainant will bear the costs associated with his/her processing of a complaint under Executive Order 419 as hereby amended in this Article.