THE CALIFORNIA STATE UNIVERSITY
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Date: March 22, 1996
Code: TECHNICAL LETTER

To: Personnel Directors
Payroll Directors

From: Cathy Robinson, Senior Director
Human Resources Administration

Subject: UNILATERAL IMPLEMENTATION OF CSEA COMPENSATION CHANGES

The CSU and the California State Employees Association (CSEA) have been engaged in contract negotiations since April 1995 to replace the contract which expired July 31, 1995. On July 26, 1995, the Public Employment Relations Board (PERB) certified that the parties were at impasse and appointed a mediator. After several mediation sessions, on November 1, 1995, the mediator notified the PERB that he deemed it appropriate to submit the parties’ differences to a factfinding panel. Factfinding hearings were held in January and February of 1996, and a Factfinding Panel report was issued on March 4, 1996. The CSU’s panel member accepted all the recommended terms of the settlement contained in the report. The Union representative dissented from several of the recommendations. No agreement has been reached between the parties. At the March 19, 1996 Board of Trustees meeting, the Trustees moved to unilaterally implement the following for employees in bargaining units 2, 5, 7 and 9:

Salary Structure: All CSEA classifications will be converted from step rate salary structures to minimum/maximum rate (open range) salary structures effective April 1, 1996. The open range structure will consist of a minimum, a service maximum and a performance maximum. The minimum of each range will be based on the current Step 1, adjusted by the GSI listed below; the service maximum will be based on the current top step, adjusted by the GSI; the performance maximum of the range will be approximately 10% higher than the service maximum.

GSIs: All CSEA salary rates will receive a 1.2% general salary increase (GSI) effective April 1, 1996.

MSAs/SSIs: The Merit Salary Adjustment (MSA) program is eliminated and replaced by the Service-based Salary Increase (SSI) program. All CSEA employees who would otherwise have been eligible for a MSA during the July 1995 through April 1996 period, will be given a 2% SSI effective April 1, 1996, and will be eligible for next fiscal year’s SSI during their normal anniversary month. Employees becoming eligible in May and June 1996, will receive a 2% SSI on their normal anniversary dates. Actual award of SSIs for next year will depend upon the progress of collective bargaining.

PSIs: The general fund CSEA Performance-based Salary Increase (PSI) pool for 1995/96 is $3 million. All performance increases funded by this systemwide pool must be effective retroactive to July 1, 1995; the campus may augment the pool with campus funds either to

(Over)

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Without Attachments
With Attachments
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grant PSIs with any other effective date or to exceed its systemwide allocation. Campuses have been sent a separate memorandum from the system offices of Employee Relations and Budget which provides the amount of individual campus performance pools.

Salary Stipends: Employees in certain accounting and information technology classifications will be eligible for a stated monthly stipend for the period of time they are assigned to technical project coordination and/or lead work. Stipend payments will be available beginning April 1996.

Employee Status: Part of CSEA appointment provision 9.2 has been eliminated; however, Education Code Section 89532 is still in effect. Other changes in employee status language facilitate implementation of the Information Technology classifications.

IT Series: A separate memo will be issued regarding the implementation of the new Information Technology classifications. These classifications will be effective April 1996, but campuses will have until November 1996 to move employees from their old classifications which will be abolished at that time.

FML: The CSEA Leaves of Absence without Pay provisions have been revised to bring the Family Care and Medical Leave (FML) policy into compliance with current state and federal statutes.

Probation Periods: The board action confirms that listed R02 classifications continue to have two-year probation periods.

Overtime: Due to the requirements of the Fair Labor Standards Act, effective immediately, all overtime must be compensated in cash -- not as compensatory time off (CTO). This cash payment requirement will continue until changed by a new bargaining agreement. However, previously accrued CTO balances may be maintained.

IMPORTANT NOTE REGARDING CONFIDENTIAL EMPLOYEES: None of the CSEA increases affect compensation payable to confidential positions in C07 or C09. Confidential employees have already received their fiscal year 1995/96 increases retroactive to July 1, 1995, based upon HR 95-17. Because the salary structure is being converted to open ranges, the flat dollar confidential stipend amounts are hereby eliminated; total confidential compensation will be reflected in the employee's assigned salary rate (base pay). It is recommended that campuses continue to consider a reasonable salary differential between bargaining unit appointments and confidential appointments to the same classification when setting the salary rate for the initial appointment or change to confidential status.

The following attachments are included for your reference:

Attachment A -- Board Item, including Board Attachments A, B, C and D. The Salary Schedule from the Board meeting has not been reproduced as it requires adjustment due to the general salary increase. It will be made available shortly.

Attachment B -- Processing Explanations

If you have any questions, please call systemwide Human Resources Administration at (310) 985-2669.

CR/pb
Attachments
ITEM

Agenda Item 1
March 19, 1996

COMMITTEE ON COLLECTIVE BARGAINING

Policies and Procedures covering wages and other terms and conditions of employment for employees in Bargaining Units 2 - Health Care Support, 5 - Operations Support Services, 7 - Clerical/Administrative Support Services, and 9 - Technical Support Services; Adoption of policies after the conclusion of the statutory impasse procedures between the California State University and the California State Employees' Association.

Background

The CSU and the CSEA have been engaged in contract negotiations since April of 1995. On July 26, 1995 the Public Employment Relations Board certified that the parties were at impasse and appointed a mediator. After several mediation sessions, on November 1, 1995, the mediator notified the PERB that he deemed it appropriate to submit the parties' differences to a factfinding panel. Factfinding hearings were held in January and February of 1996, and a Factfinding Panel report was issued on March 4, 1996. The University’s panel member accepted all the recommended terms of settlement contained in the report. The Union representative dissented from several of the recommendations. The Factfinding report was made public on March 18, 1996. No agreement has been reached between the parties.

The prior collective bargaining agreement between the CSU and the CSEA expired on July 31, 1995. With the conclusion of the statutory impasse procedures, the University has the option of adopting, pursuant to law, appropriate changes in terms and conditions of employment which existed under the expired contract. Where changes are not made, the status quo continues unless it is in conflict with statute, or deals with matters such as arbitration of grievances, and some union rights, which do not exist absent mutual agreement of the parties.

Policy Revisions

Implementation of new policies are needed to revise the current CSU salary structure, provide compensation increases for employees in Bargaining Units 2, 5, 7, and 9, and amend old salary policies as needed (See Attachment A). It is also necessary to provide definitions and modify some conditions of employment in order to implement the newly established Information Technology classification series (See Attachment B). In order to bring
University policy regarding Family Care and Medical Leave into compliance with State and Federal Statute it is necessary to amend the CSU policy in this area (See Attachment C). Finally, to improve CSU personnel practices and procedures, certain other policies, as indicated in these attachments, have been amended to reflect the last position taken by the CSU during negotiations.

The following resolution is recommended for adoption:

**RESOLVED**, By the Board of Trustees of the California State University that in order to revise the current CSU salary structure, provide compensation increases for employees in Bargaining Units 2, 5, 7 and 9, and improve CSU personnel practices and procedures, all changes to policies as indicated or contained in Attachment A of Agenda Item 1 of the March 19, 1996 meeting of the Trustees’ Committee on Collective Bargaining, are hereby adopted; and be it further

**RESOLVED**, That in order to provide policies necessary to implement the Information Technology classification series, and improve CSU personnel practices and procedures, all changes to policies as indicated or contained in Attachment B of Agenda Item 1 of the March 19, 1996 meeting of the Trustees’ Committee on Collective Bargaining, are hereby adopted; and be it further

**RESOLVED**, That in order to bring University policy regarding Family Care and Medical Leave into compliance with state and federal statute, all changes to policies as indicated or contained in Attachment C of Agenda Item 1 of the March 19, 1996 meeting of the Trustees’ Committee on Collective Bargaining, are hereby adopted.
SALARY

1. The salary schedule for bargaining unit employees in Units 2, 5, 7, and 9 shall be found in Appendix E and incorporated in this Agreement by reference.

2. An employee shall be assigned to a salary rate step within the salary range appropriate to his/her classification. The salary range for each classification shall include a Minimum salary rate; a Performance-Based Salary Increase Maximum rate; and, except as indicated in Appendix E, a Service-Based Salary Increase Maximum rate.

General Salary Increase

3. For fiscal year 1995/96, all salary rates on the salary ranges for all bargaining unit classifications shall be increased by one and two-tenths percent (1.2%) effective April 1, 1996.

Shift Differential

4. An eligible employee who works four (4) or more hours between 6 p.m. and midnight (exclusive of overtime) shall be paid a shift differential of thirty-three cents ($.33) per hour for the employee's entire shift.

5. An eligible employee who works four (4) or more hours between midnight and 6 a.m. (exclusive of overtime) shall be paid a shift differential of thirty-eight cents ($.38) per hour for the employee's entire shift.

6. An eligible employee working a shift that begins between 6 p.m. and midnight and continues for at least four (4) hours beyond midnight shall be paid a shift differential in accordance with provision 5. Such hours shall be exclusive of overtime.

7. Employees in the classifications listed in Appendix C of this Agreement are eligible for shift differential. Appendix C may be amended to add additional classifications by mutual consent of the parties CSU and the CSEA.
Pay Plans

8. Probationary and permanent employees shall be eligible to request participation in the 10/12 or 11/12 pay plan. 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.

9. A 10/12 or 11/12 pay plan yearly schedule shall provide that the appropriate period of time in work status and nonwork status shall be scheduled within one (1) year.

10. A yearly schedule for an employee in the 10/12 pay plan program shall normally be five (5) consecutive pay periods in work status, followed by one (1) pay period in nonwork status, or ten (10) consecutive pay periods in work status, followed by two (2) consecutive pay periods in nonwork status. A yearly schedule for an employee in the 11/12 pay plan program shall normally be eleven (11) consecutive pay periods in work status followed by one (1) pay period in nonwork status.

11. Variations of a normal yearly schedule may be approved by the President, except that a variation of a normal yearly schedule shall not provide for a period of time in nonwork status that requires advance payment of salary. Variations may include, but shall not be limited to, a movement from work status to nonwork status at times other than the beginning of a pay period or patterns other than the normal yearly schedule, such as "6-1:4-1" or "7-1:3-1." Some variations of a normal yearly schedule may require delayed adjustments in salary payments.

12. 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. The President may return an employee to a twelve (12) month annual work year. The employee shall be provided written notice six (6) months prior to such a return.

13. 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.

14. An employee moving from a twelve (12) month status to the 10/12 or 11/12 pay plan shall retain his/her anniversary date.
15. 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. An employee on the 10/12 or 11/12 pay plan who is not in work status on the day a holiday is officially observed shall not be entitled to the holiday.

16. Ten (10) 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, merit salary adjustment, and retirement.

17. Approval or denial by the President of employee requests as specified in provision 8. shall be based on operational need and shall not be unreasonably denied. This provision shall not be subject to the Grievance Procedure.

Merit Service-Based Salary Adjustments Increases/Special In-Grade Salary Adjustment Increases

18. A Service-Based Salary Increase is movement within a between steps in the salary range or sub-range which shall be based on service merit and satisfactory effective performance.

SBP's shall not be automatic but shall be available only during specific periods of time, as agreed to by the parties, and shall be subject to provision 25.4 of this Agreement.

19. Upon written authorization of the appropriate administrator, an employee who is eligible for an MSA may move to the next step of the receive a SBSI salary range effective on the first of the monthly pay period following completion of the required qualifying service after (a) appointment, (b) last SBSI MSA, (c) last six (6) month salary adjustment, or (d) movement between classes that resulted in a salary increase of 5% one (1) or more steps. The required service for a ten (10) month or 10/12 employee is the completion of twelve (12) pay periods and ten (10) months of qualifying service. The required service for an 11/12 employee is the completion of twelve (12) pay periods and eleven (11) months of qualifying service. The required service for a twelve (12) month employee is the completion of twelve (12) months of qualifying service.

19. For classifications with skill levels, an employee at the Expert skill level shall not be eligible for a SBSI.

In fiscal year 1995/96 eligible employees authorized to receive a SBSI will receive a two percent (2%) salary increase, or an increase to the Service-Based Salary Increase Maximum of his/her salary range, whichever is less, on the date he/she becomes eligible or on April 1, 1996, whichever is later. In no event shall an employee's salary exceed the Service-Based Salary Increase Maximum of his/her salary range as the result of an SBSI.
20. Upon written authorization of the appropriate administrator, an employee who is eligible for a six (6) month Special In-Grade Salary Increase Adjustment (SISJA) may be moved to the next step on the salary range receive a SISJA effective on the first of the monthly pay period following completion of six (6) months of qualifying service after (a) appointment or (b) movement to step one (1) the minimum salary rate of the new class. In fiscal year 1995/96 the award of a SISJA will result in a 2% salary increase.

21. Upon determination by the appropriate administrator, the Increase adjustment shall be authorized or denied in writing. The employee shall be provided with a copy of the written authorization or denial. Upon request of an employee denied an SBSI MSA, a meeting shall be arranged within seven (7) days of the request with the representative(s) of the President for the purpose of reviewing such denial. The employee may be represented at this meeting.

22. An employee may receive a salary step adjustment at other times than those provided in provision 20.18 above at the discretion of the President. Such increases shall not be arbitrary and capricious, but shall be based upon demonstrable evidence that such a special increase is justified based upon merit and efficiency.

Performance-Based Salary Increase

23. During fiscal year 1995/96 an employee may receive a permanent salary increase within his/her salary range or sub-range step adjustment at other times than those provided in provision 20.18 above at the discretion of the President. Such increases shall not be arbitrary and capricious, but shall be based upon demonstrable evidence that such a special increase is justified based upon meritorious performance. Specific campus criteria, consistent with the foregoing criteria, may be established and efficiency. This program (including but not limited to the decision to grant or deny an increase, and the amount of the increase, if any) shall not be subject to the Grievance or Complaint Procedure.

24. Campus procedures, consistent with this Agreement, for the award of Performance-based Salary Increases shall be determined by the President.

25. The amount of funds dedicated to the Performance-Based Salary Increase program in fiscal year 1995/96 shall be $3 million dollars. In addition to this amount, a campus may dedicate additional funds to this program.

20.23 Effective April 1, 1994, for fiscal year 1993/94, MSAs shall be paid subject to provision 20.18. Those employees whose anniversary dates are
from June 1, 1993, through March 31, 1994, shall receive their MSAs effective April 1, 1994, with no change in their anniversary dates.

Salaries for Classifications with Skill Levels and Sub-Ranges

26. The following provisions shall apply to employees appointed or assigned to classifications with skill levels and sub-ranges:

a. Within each salary range for such a classification, sub-ranges with specified minimum and maximum rates are defined for each skill level.

b. Employees shall be appointed or assigned by the President to a salary within a sub-range for the applicable skill level within the classification based on the requirements of the position and an assessment of the employee's qualifications and skills by the President. This provision shall not be subject to the grievance procedure.

Salary Stipends

27. Employees in classifications indicated below shall receive a monthly stipend when their appropriate administrators assign to them in writing technical project coordination and/or lead work assignments. These work assignments are in addition to those normally expected for the classification and or the applicable skill level.

a. The stipend is paid on a month to month basis for the duration of the work assignments.

b. Following are the stipend amounts for project coordination and/or lead work assignments:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Analyst/Programmer</td>
<td>$125/month</td>
</tr>
<tr>
<td>Operating Systems Analyst</td>
<td>$125/month</td>
</tr>
<tr>
<td>Network Analyst</td>
<td>$125/month</td>
</tr>
<tr>
<td>Information Technology Consultant</td>
<td>$125/month</td>
</tr>
<tr>
<td>Equipment/Systems Specialist</td>
<td>$80/month</td>
</tr>
<tr>
<td>Operations Specialist</td>
<td>$80/month</td>
</tr>
<tr>
<td>Accounting Technician II</td>
<td>$80/month</td>
</tr>
<tr>
<td>Accounting Technician III</td>
<td>$80/month</td>
</tr>
<tr>
<td>Collections Representative II</td>
<td>$80/month</td>
</tr>
<tr>
<td>Accountant II</td>
<td>$125/month</td>
</tr>
</tbody>
</table>
**Red Circle Rates**

28. A red circle rate is a salary rate above the maximum step of the salary range for a class or sub-range for a skill level which may be granted by the President when an employee moves to a class or skill level with a lower salary range.

29. An employee whose class is abolished and who moves to a class or skill level with a lower salary range as a result of implementation of the Information Technology Series shall be granted a red circle rate.

30. If a red circle rate is granted, the employee shall retain the salary currently being paid (or a lesser salary rate up to twenty-five (25) percent steps above the maximum salary rate step of the lower class or skill level) and shall remain at that salary rate until the maximum salary rate step of the lower class or skill level equals or exceeds the red circle salary rate or until the authorized time period for maintaining the red circle salary rate expires, whichever occurs first.

31. During the period of time an employee's salary remains above the maximum salary rate for the class, the employee shall not receive further salary increases including Performance Based Increases, MSAs, SISAs, or general salary increases, except in cases of promotion while on a red circle rate.

32. Red circle rates shall not exceed twenty-five (25) percent steps above the maximum of the salary range of the class or skill level to which the employee is moving. An employee may retain a red circle rate for up to five (5) years.

33. Red circle rates 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.

34. An employee who was compensated at a salary rate above the maximum prior to a permanent separation will not be entitled to a red circle rate upon his/her return to work. Also, the authorization for a red circle rate shall be canceled if the employee refuses a bona fide offer of appointment to a position at the campus in a class or skill level in the same occupational group at a salary level equivalent to the original class or skill level from which the employee was moved.
The following new definitions have been developed:

**In-classification Progression** - The term "in-classification progression" refers to movement from one skill level to a higher skill level within a classification listed in Appendix F.

**Lead Work Assignment** - The term "lead work assignment" refers to a written assignment made by an appropriate administrator to a bargaining unit member which includes a broad range of responsibilities for providing work direction to other bargaining unit members.

**Skill Level** - The term "skill level" refers to a designated level within a classification listed in Appendix F that defines the requirements of a position or the duties and capabilities expected of an incumbent at that level.

**Sub-Range** - The term "sub-range" refers to the identified minimum and maximum salary rates related to a specific skill level within a salary range for classifications listed in Appendix F.

**EMPLOYEE STATUS**

**Appointment**

1. Campus position vacancies, except for temporary positions of ninety (90) thirty (30) days or less, shall be posted for fourteen (14) days in the campus Personnel Office and should be announced in the position vacancy announcement. The CSU shall endeavor to post campus position vacancies on other appropriate bulletin boards. Temporary appointments of thirty (30) days or less may be extended up to sixty (60) days. Campuses that maintain a telephone "job line" shall endeavor to continue such a service. Appropriate position vacancy notices shall be posted at the State University Data Center. Such announcements shall include the classification title, skill level, for classes listed in Appendix F, description of duties, desirable experience, minimum qualifications, salary range, or subrange applicable to a skill level, specialized skills (if any) and procedures to be followed by applicants applying for such vacancies. Other position vacancy notices received by the campus Personnel Office shall be made available in the campus Personnel Office. At the
discretion of the campus Personnel Office, a position vacancy may be posted on the electronic bulletin board in accordance with the procedures of the California State University Employment Board.

2. An employee who believes he/she is qualified for a vacant position at a CSU campus or the Chancellor's Office may apply for such position within the specified application period. Applications shall be submitted to the appropriate Personnel Office. An employee may submit, along with an application, a statement regarding his/her experience and service within the CSU. Such a statement shall be a part of the employee's application. CSU documents regarding any meritorious service by the employee at the CSU may also be submitted by the employee with an application. It shall be the policy of the CSU in filling vacant bargaining-unit positions to fill such vacancies from among qualified individuals currently employed at a campus. The President may appoint outside applicants when he/she determines such action is necessary to—(1) attain the affirmative action goals and objectives of the campus; (2) meet the best interest of the campus by obtaining specialized skills and abilities not available from current employees.

3. An employee who submits an application for a position may be required to successfully complete job-related performance examination(s)/test(s) as part of the selection process. The results of such examination(s)/test(s) shall be deemed confidential and shall not become part of the employee's official personnel file. Such examination(s)/test(s) shall be job-related and shall be administered equitably to each applicant. Upon request, an employee shall be given the results of his/her examination(s)/test(s).

4. Appointments shall be made by the President. Appointments may be temporary, probationary or permanent. Appointments to vacant positions shall be made through official written notification by the President. Such notification shall be provided upon employment or as soon as possible thereafter. Notification shall include the classification title, skill level for classes listed in Appendix E, and timebase to which the employee is being appointed, the initial salary, the employment status of the employee, and the effective date of the appointment. A temporary appointment shall specify the expiration date of the appointment and that the appointment may expire prior to that date. The temporary employee shall be given a minimum of fourteen (14) days notice if the appointment is to be terminated prior to the specified expiration date, unless circumstances prohibit giving such notice. A temporary appointment shall not exceed one (18) months year in length. No employee shall be deemed to be appointed in the absence of such official written notification from the
President.

5. A new employee is normally appointed to the first step of the minimum of the salary range established for the class or sub-range established for the skill level, as and published in the CSU Salary Schedule. The President may make an initial appointment at any salary rate an advanced step within the salary range or sub-range.

6. An employee appointed to a position at another campus shall transfer his/her accumulated sick leave and retirement credit. When an employee accepts an appointment at another campus without a break in service, vacation credit may be transferred to the new position.

Probation/Permanency

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

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

Probationary Period/Credited Service

9. The probationary period of a full-time employee is one (1) year of service in a particular class. Employees serving in classifications listed in Appendix D shall serve a two (2) year probationary period.

10. Part-time temporary service shall not count as credited service for probation. Full-time temporary service may count as credited service for probation when granted by the President.

11. A year of service for employees in twelve (12) month positions is any consecutive twelve (12) months of full-time employment.

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

13. An employee who is paid an hourly rate based upon a monthly salary rate and who works full-time for twelve (12) consecutive months is deemed to have completed a year of service for purposes of permanent status.
14. Service in Work Training or Work Relief Programs

Persons who are appointed to 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 underemployed or prisoner/work furlough program will not receive service credit toward permanent status while serving in such positions. The CSU shall notify the Union whenever such work will be performed on a campus.

15. Breaks in Service

a. 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.

b. 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.

c. Normally, a new probationary period shall be served when an employee begins an appointment at another campus. 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.

Change in Position

16. When a position is vacant, the employee selected for a position that requires movement to a new class shall serve a new probationary period.

17. 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. The length of service required for such a new probationary period shall be determined by the President and shall not exceed one (1) year. A permanent employee in a position that is reclassified as a result of the implementation of a new classification or the revision of a current classification shall not be required to serve a new probationary period, provided the employee has
completed probation in his/her current classification and there has been no substantial change in the employee's duties. A probationary employee in a position that is reclassified as a result of the implementation of a new classification or the revision of a current classification shall have all probationary service in his/her prior classification credited toward probation in the new or revised classification, provided there has been no substantial change in the employee's duties.

Unit 2

If a reclassification action is taken and the employee is placed in a new class, the employee may be required to serve a new probationary period. The length of service required for such a new probationary period shall be determined by the President and shall not exceed two (2) years for employees serving in classifications listed in Appendix D. A permanent employee in a position that is reclassified as a result of the implementation of a new classification or the revision of a current classification shall not be required to serve a new probationary period, provided the employee has completed probation in his/her current classification and there has been no substantial change in the employee's duties.

18. If a full-time employee with permanent status in a lower classification is advanced to a higher classification and is denied permanent status in the higher classification, he/she shall have the right to return to the lower classification with permanent status in that class.

If a full-time employee in a probationary status in a lower classification is advanced to a higher classification and is denied permanent status in the higher classification, he/she shall be granted service credit toward completion of the probationary period in the lower class provided the duties in the higher class are substantially similar to the duties in the lower class and the employee's performance in both classes has been satisfactory.

Classification Change

19. When an employee moves to a lower classification in the same occupational group, the appropriate step salary rate in the salary range shall be determined by combining any previous service in the lower class and service in the higher classification.

20. When an employee moves to a lower classification in another occupational group, the appropriate step salary rate in the salary
range shall be determined by the President, except that in no case shall the new rate exceed the rate received in the higher classification. Determination of the appropriate step salary rate in such cases shall be made by using the same criteria as would be used for an initial appointment to that classification.

21. When an employee moves without a break in service to a classification with a higher salary range, the appropriate step salary rate in the salary range shall be determined by the President. The salary rate step in the higher salary range shall be at least a one (1) step increase (approximately five (5) percent increase).

In-Classification Progression

22. Movement from one skill level to a higher skill level within a classification is referred to as an in-classification progression. When an in-classification progression occurs, the appropriate salary rate in the applicable sub-range shall be determined by the President. The salary increase shall be at least five (5) percent.

Classification or Skill Level Review

23. An employee may request a classification and or skill level review of his/her position with his/her immediate non-bargaining unit supervisor who shall forward the request to the campus Personnel Office in a timely manner.

24. The classification and or skill level review procedures shall be determined by the President. A copy of the classification or skill level review procedures shall be made available to the employee upon request.

25. The employee shall be notified in writing of the classification and or skill level review decision and the reason(s) for the decision.

Employee-Requested Classification and or Skill Level Review

26. An employee-requested classification and or skill level review shall be completed no later than one-hundred eighty (180) days after initiation of the classification and or skill level review procedure. An employee shall not submit such a subsequent request prior to eighteen (18) months after completion of a previous classification review.

Classification Review Appeal
27. An employee may appeal the decision of a classification and or skill level review no later than fifteen (15) days after such results have been provided to the employee. Such an appeal shall be filed with the appropriate administrator in the Personnel Office. Such an appeal shall include a detailed statement by the employee indicating his/her reasons for disagreement with the classification and or skill level review decision. The employee shall provide a copy of such an appeal to the appropriate administrator to whom he/she directly reports.

28. A designated individual in the Personnel Office shall hold a meeting with the employee no later than fourteen (14) days after the classification and or skill level review appeal filing. The designated individual should not be the same person who conducted the initial classification and or skill level review. This individual shall respond in writing to the employee no later than twenty-one (21) days after the meeting with the employee. Such a response shall be final.

29. The parties agree that the procedure set forth in provisions 9.22-9.27 shall be completed within nine (9) months.

30. Provisions 22-27 shall not be subject to the grievance procedures, unless the grievant alleges the terms of this Article policy have been violated, misinterpreted, or misapplied. The classification and or skill level decision shall not be subject to the, Grievance Procedure.

Rejection During Probation

31. Any probationary employee may be separated from service at any time by the President upon written notice of rejection during probation. The employee should normally be given two (2) weeks notice of rejection during probation.

32. The notice of rejection shall indicate to an employee his/her right to review his/her personnel file and review materials in the file regarding rejection.

33. An employee employed for more than nine (9) months may utilize the provisions of Article 8, Complaint Procedure, including Level III, to appeal the decision to reject during probation.

34. An employee rejected during the probation period may not utilize the Grievance Procedure, of this Agreement to appeal the decision to reject during probation.

Permanent Status
35. An employee who has completed the appropriate probationary period as defined in provision 9.9 shall be awarded permanent status at the beginning of either his/her second or third year of service.

36. If an employee with permanent status moves to a different classification and receives permanent status in the new classification, he/she shall not retain permanent status in the classification from which he/she moved. If an employee with permanent status in a classification receives a temporary appointment in another classification and the temporary appointment expires, he/she shall have the right to return to his/her prior classification with permanent status in that class, provided the employee has not waived his/her right to return to the permanent position in that class.

37. The President may, at his/her sole discretion, grant permanent status to a temporary employee subject to the following conditions:

   a. The temporary employee shall have served in bargaining unit classifications at the campus for at least four (4) consecutive years immediately prior to the granting of permanency.

   b. Such employee service shall have been in appointments with a timebase of at least fifty percent (50%).

38. Such a permanent status shall include the right to continue employment at the timebase determined by the President at the time permanency is granted. The President may determine to grant such permanency at a timebase of fifty percent (50%) or more.

Affirmative Action

39. Employees may present campuswide affirmative action issues to the existing Campus Affirmative Action Committee or, where there is no such committee, to the Affirmative Action Office. Such issues shall be presented in writing to the Campus Affirmative Action Committee or the Affirmative Action Officer.
LEAVES OF ABSENCE WITHOUT PAY

1. A full-time employee or part-time permanent employee may be granted a full or partial leave of absence without pay for up to one (1) year for the following purposes/reasons:
   a. loan of an employee to another governmental agency;
   b. family leave;
   c. outside employment that would lessen the impact of a potential layoff or a layoff;
   d. temporary incapacity due to illness or injury;
   e. other satisfactory reasons.

Leaves without pay granted for d. above shall also be subject to Article 45 policies regarding Leaves of Absence With Pay. Periods of disability related to pregnancy are subject to the provisions of Article 45 Leaves of Absence With Pay policies.

2. A written application for a leave of absence without pay or an extension of a leave of absence without pay shall be submitted to the President. The President shall determine if such a leave shall be granted and the conditions of such a leave, and shall respond to the application within forty-five (45) days.

3. An employee who is on a leave of absence without pay shall not return to active pay status prior to the expiration of such a leave without written approval of the President.

4. Service credit shall not be granted to an employee on a leave of absence without pay.

5. 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.

6. When requested by the President, an employee granted a leave of absence without pay shall provide verification that the conditions of
the leave were met.

7. An employee on a leave of absence without pay for more than thirty (30) days may opt to continue his/her fringe benefits at his/her own expense. Upon written request of an eligible employee as defined in Article 21, Benefits, the CSU shall provide a system for the continued payment of his/her insurance premiums including health, and dental and vision benefits during the period of an 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 premium will result in coverages lapsing unless the employee makes other arrangements.

8. The granting or denial of leaves of absence without pay pursuant to provisions 16.1 through 16.7 shall not be subject to the Grievance Procedure.

Family Care and Medical Leave

9. An employee who has more than one (1) year of continuous at least twelve (12) months of service and who is eligible to receive insurance benefits pursuant to Article 21 of this Agreement is entitled to a family care and medical leave without pay.

10. Full-time Eligible employees may take up to a total of four (4) months, twelve (12) weeks of family care and medical leave in a 24-month 12-month period, including any periods of absence with pay for family care and medical leave purposes. Employees who work less than full-time may take family leave on a pro rata basis.

11. 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.

12. 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 a child with the employee in the case of adoption/foster care.

The period of 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.

13. The amount of family care and medical 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 16.9 through 16.22.

14. Before granting a family care and medical leave for the serious health condition of a child, parent or spouse, the Employer President may require certification of the serious health condition from the health care provider.

15. Upon expiration of the period which the health care provider originally estimated that the employee needed to care for the child, parent or spouse, the Employer President may require the employee to obtain recertification if additional leave is requested.

16. Family care and medical leave shall be leave without pay except that an employee must utilize all accrued vacation and CTO that he/she is otherwise eligible to take during the otherwise unpaid period of the family leave.

17. 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 15 of this Agreement CSU policy regarding sick leave.

18. 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 is limited to one (1) additional month of family leave (for a total of five (5) months) for reason of the birth of her child. If less than the maximum four (4) months of pregnancy disability leave is taken, then a female employee may request up to four (4) months twelve (12) weeks additional family care and medical leave for reason of the birth of her child, or due to her own serious medical condition. A female employee may be granted more than a total of five (5) months of combined pregnancy disability/family leave for reason of the birth of her child pursuant to the provisions of Government Code Section 12945.2. Family care and medical leave and pregnancy disability leave shall run concurrently with the period of leave available under the provisions of Education Code Section 89519. Family care and medical leave shall not run
concurrently with pregnancy disability leave under Government Code Section 1245.

19. An employee shall provide the Employer President with written notice of the need for family care and medical leave within five (5) working days of the date as soon as the event necessitating the leave becomes known to the employee. In general, as much advance notice as is reasonably possible shall be provided and normally shall not be less than five (5) working days of the event giving rise to the need for leave.

20. 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 President with not less than fourteen (14) days notice of the need for the leave. The employee shall consult with the Employer appropriate administrator regarding the scheduling of the treatment or supervision so as to minimize disruption of the operations of the Employer Campus.

16:21 Family leave may be denied by the President if it would cause an undue hardship on the campus. Family leave may be deferred or denied until the employee complies with the provisions of this Article.

21. A family care and medical leave so granted assures to the employee a right to return to his/her former position or an equivalent comparable position upon expiration of the family care and medical leave. If the former position and any equivalent comparable position has ceased to exist due to legitimate business reasons unrelated to the leave, the Employer Campus shall make reasonable accommodation by alternative means, that will not cause undue hardship to the campus. Such alternative means shall include, but not be limited to, offering the employee any other position which is available and for which the employee is qualified. The 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.

22. An employee on family care and medical leave shall retain employee status and shall continue to accrue seniority points pursuant to the CSU Layoff policy Article 24 of the Agreement during the period of the family care and medical leave. 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, except that if any paid portion of the family care and medical leave is less than twelve (12) weeks, unless canceled by the employee, the CSU
shall continue to make employer contributions toward health, dental and vision coverage for the unpaid remainder of the twelve (12) week period. If an employee fails to return at the end of the family care or medical leave, the CSU may require repayment of insurance premiums paid during the unpaid portion of the leave. The CSU shall not require repayment of premiums if the employee's failure to return is due to his/her serious health condition or due to circumstances beyond the employee's control.

23. 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.

24. The granting or denial of leaves of absence without pay pursuant to provisions 16.9 through 16.232 shall be subject to the Article 8, Complaint Procedure.
APPENDIX D

Employees in the following classifications have a probationary period of two (2) years:

<table>
<thead>
<tr>
<th>Class Code</th>
<th>Classification Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>7926</td>
<td>Clinical Laboratory Technologist II</td>
</tr>
<tr>
<td>7927</td>
<td>Clinical Laboratory Technologist I</td>
</tr>
<tr>
<td>7976</td>
<td>Speech Pathologist</td>
</tr>
<tr>
<td>7980</td>
<td>Physical Therapist I</td>
</tr>
<tr>
<td>7981</td>
<td>Physical Therapist II</td>
</tr>
<tr>
<td>7988</td>
<td>Radiation Protection Specialist</td>
</tr>
<tr>
<td>7991</td>
<td>Pharmacist - 10-month</td>
</tr>
<tr>
<td>7992</td>
<td>Pharmacist - 12-month</td>
</tr>
<tr>
<td>7995</td>
<td>Radiologic Technologist I</td>
</tr>
<tr>
<td>7996</td>
<td>Radiologic Technologist II</td>
</tr>
<tr>
<td>8005</td>
<td>Sanitarian II</td>
</tr>
<tr>
<td>8130</td>
<td>Nutritionist</td>
</tr>
<tr>
<td>8145</td>
<td>Health Educator Assistant</td>
</tr>
<tr>
<td>8147</td>
<td>Health Educator</td>
</tr>
<tr>
<td>8150</td>
<td>Registered Nurse I - 10-month</td>
</tr>
<tr>
<td>8151</td>
<td>Registered Nurse I - 12-month</td>
</tr>
<tr>
<td>8153</td>
<td>Registered Nurse II - 10-month</td>
</tr>
<tr>
<td>8154</td>
<td>Registered Nurse II - 12-month</td>
</tr>
<tr>
<td>8156</td>
<td>Registered Nurse III - 10-month</td>
</tr>
<tr>
<td>8157</td>
<td>Registered Nurse III - 12-month</td>
</tr>
<tr>
<td>8165</td>
<td>Nurse Practitioner - 10-month</td>
</tr>
<tr>
<td>8166</td>
<td>Nurse Practitioner - 12-month</td>
</tr>
</tbody>
</table>
PROCESSING EXPLANATIONS

As much as possible of the CSEA implementation will be automated. The following is the general work plan, which is still subject to change as we work out the details with SCO. Campuses will be advised as additional details become available.

1. The April 1st structure change and GSI will be combined into a single CRO transaction. This process will be run with a mass update in the middle of April. To minimize retroactive manual processing, we have elected not to retroactively post the salary structure change.

2. SSI calculations for employees with anniversary dates of 7/95 through 4/96 will be computed prior to posting the 4/1/96 CRO, to give the employees the full advantage of the dollar amount of the SSI; however, the actual SSI transaction will be posted after the CRO. There will be no SSI retroactivity; employees whose anniversary dates were earlier in the fiscal year will begin receiving the 2% SSI increase effective April 1, but their original anniversary months will be maintained so that if SSIs are negotiated in 1996/97, they will be eligible based upon their original SSI schedule. To receive a 4/1/96 SSI, the employee must be active in a CSEA position on that date. If an employee is on a leave at that time, the campus will be responsible for posting the SSI, if any, upon the employee’s return.

Employees who changed CSEA classifications between 7/1/95 and 4/1/96 but after their anniversary dates will be given the SSI effective April 1996. This SSI will not affect the anniversary date in the new classification.

The majority of the SSIs will be included in a mass update scheduled for the middle of April. There is a small chance that the in-sequence SSIs will have to be posted manually. If manual posting is required, you will be advised shortly.

3. When processing any Special In-Grade Salary Increases (SISIs), please note that SISIs are subject to the service-based salary maxima of the ranges, in the same way that SSIs are.

4. To receive a systemwide funded PSI, the employee must have been active in a CSEA position on 7/1/95. All systemwide funded PSIs must be effective 7/1/95; if a campus wants to process a PSI with any other effective date, campus funds must be used and the detail transaction code on the PSI must reflect campus funding.

It is critical that both the detail transaction code and Item 704(b) be correctly completed. Use detail transaction code 50 for systemwide funds or 51 for campus funds and enter the monthly amount of the increase in Item 704(b). These fields are used for union reporting and must be correctly completed.

Because the new salary structure is not being implemented retroactive to 7/95, the campus must post an SCR transaction for the Performance-Based Salary Increase (PSI) retroactive to 7/1/95 and enter the amount of the performance increase in the red circle field. (If the employee already has a red circle amount, the PSI amount should be added to the red circle field and the detail tran code should be either 50 or 51 and only the amount of the PSI increase should be reflected in Item 704[b].) If the employee is not at “MAX”, the PSI document will have to be sent to the State Controller for keying. Note: We are currently attempting to remove the system audit which requires SCO keying in this situation, and we will advise you if this effort is successful.

If an employee has received an SSI prior to campus processing of the retroactive PSI (for example, a 4/96 SSI followed by posting the retroactive PSI effective 7/95), the SSI shall
not be voided by the PSI. Therefore, if a PSI being processed in 5/96 with a retroactive 7/95 effective date causes an employee to exceed his/her service maximum in July, it would normally appear that he/she is not eligible for the 4/96 SSI. However, for the purposes of this CSEA unilateral implementation only, the 4/96 SSI must be retained.

We recommend that 1995/96 PSIs be determined in time for Payroll Offices to key the increases no later than the June 1996 pay period.

5. Monthly salary stipends for technical project coordination and/or lead work assignments are payable through the Payroll Input Process System (PIPS) as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Monthly Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Analyst/Programmer</td>
<td>$125</td>
</tr>
<tr>
<td>Operating Systems Analyst</td>
<td>125</td>
</tr>
<tr>
<td>Network Analyst</td>
<td>125</td>
</tr>
<tr>
<td>Information Technology Consultant</td>
<td>125</td>
</tr>
<tr>
<td>Equipment/Systems Specialist</td>
<td>80</td>
</tr>
<tr>
<td>Operations Specialist</td>
<td>80</td>
</tr>
<tr>
<td>Accounting Technician II</td>
<td>80</td>
</tr>
<tr>
<td>Collections Representative II</td>
<td>80</td>
</tr>
<tr>
<td>Accountant II</td>
<td>125</td>
</tr>
</tbody>
</table>

The first six classifications are new classifications in the Information Technology series and the relevant stipends cannot be paid until the affected employees are moved from their old classifications to the new ones. Stipends for all other classifications are available starting April 1996.

These stipends are taxable/reportable income, subject to Social Security and Medicare taxation and to PERS retirement contributions. They must be paid via PIPS using the serial number of the employee's position. Please use the following Earnings IDs:

<table>
<thead>
<tr>
<th>Earnings ID</th>
<th>Stipend</th>
</tr>
</thead>
<tbody>
<tr>
<td>8ST5</td>
<td>$80</td>
</tr>
<tr>
<td>8ST6</td>
<td>$125</td>
</tr>
</tbody>
</table>

There is no proration of the monthly stipend, no timebase or duration of appointment eligibility requirements, and the stipend is included in the calculation of overtime, but is not included in the calculation of lump sum, NDI or IDL payments.

If you have any questions about processing stipends, please call the CSU Payroll Unit at the State Controller’s Office at (916) 322-7980 or CALNET 472-7980.

6. The following is a sample of what might happen to an individual's record, looking at it before and after application of the retroactive PSI:

A. As of 4/96:

1. 2% SSI is calculated
2. CRO is posted, combining the 1.2% GSI and the structure change
3. The SSI is posted as calculated in #A1 above and will incorporate the 1.2% GSI
B. As of 6/96:

1. The PSI is posted retroactive to 7/1/95
2. The 2% SSI is recalculated based on the salary including the PSI
3. The CRO is reposted combining the 1.2% GSI, the structure change and the PSI
4. The SSI is reposted as calculated in #B2 above and will incorporate the 1.2% GSI

SPECIAL NOTE: None of these CSEA changes affect compensation payable to confidential designated positions in C07 or C09. Confidential employees have already received their fiscal year 1995/96 increases retroactive to July 1, 1995, based upon HR 95-17. When the April 1996 CSEA salary structure is accomplished, the confidential individuals will have the same total salary after the CRO transaction as they did prior to the CRO. After the structure change has been implemented, the red circle mechanism will no longer be required to pay either a confidential “stipend” or to reflect the 1995/96 performance increase, unless the employee’s total salary exceeds the top rate of the new salary range. Instead, the confidential employee’s total salary will be reflected in his/her assigned salary rate.

Because the salary structure will now reflect open ranges, the flat dollar confidential stipend will cease to exist; all confidential compensation should be included in the confidential employee’s assigned salary rate (base pay). It is recommended that campuses continue to consider a reasonable salary differential between bargaining unit appointments and confidential appointments to the same classification when setting the salary rate for the initial appointment or change to confidential status.