MEMORANDUM OF UNDERSTANDING

Successor Agreement

August 31, 2022

The California State University ("CSU") and Union of American Physician and Dentists ("UAPD"), collectively referred to as the "Parties," have reached a Tentative Agreement to a successor Collective Bargaining Agreement subject to ratification by the Board of Trustees and the union. The Successor Agreement contains the terms of the current agreement with the modifications attached hereto.

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For UAPD:

Patricia Castillo

For the CSU:

Stefanie M. Gusha
Sr. Director, Collective Bargaining

Steve James
Labor Relations Advisor
ARTICLE 1

RECOGNITION

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

Unit I Classifications
0605 Veterinarian I
0608 Veterinarian II
7737 Physician – Primary Care
7750 Physician – Specialty Care
7754 Allied Health Services Provider (A)
7755 Allied Health Services Provider (B)
7756 Allied Health Services Provider (C)
ARTICLE 8

GRIEVANCE PROCEDURE

Definitions

8.1 **Grievance** - The term "grievance" as used in this Article refers to a written allegation by an employee(s) that there has been a violation of a specific term of this Agreement.

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

a. a permanent employee;

b. a probationary employee; and

c. a temporary employee who has been appointed for more than sixty (60) days who alleges in a grievance that they have been adversely affected by a violation of a specific term of this Agreement. The term "grievant" as used in this definition may also refer to the Union when the Union alleges a violation of union rights, as provided for anywhere in this Agreement.

8.3 **Representative** - The term "representative" as used in this Article shall be a bargaining unit employee or representative, who, at the grievant's request and expense, may be present at Levels I through III.

8.4 **Respond and File** - The terms "respond" and "file" as used in this Agreement refer to personal delivery, deposit in the U.S. mail, or transmittal by facsimile or email. The Union and the CSU shall endeavor to use email whenever practicable.

a. If mail delivery is used, it shall be by certified, return receipt requested mail and the certified receipt date shall establish the date of response or filing.

b. If personal delivery is used, the calendar date of delivery shall establish the date of response or filing.

c. If facsimile transmittal is used either to file or respond to a grievance, the facsimile transmittal cover letter must be returned and shall include the signature of the receiving party acknowledging receipt as well as the date of receipt. A response or filing shall not be considered accomplished in the absence of such date and signature on the cover letter.

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d. If an email is used, the receiving party must respond acknowledging receipt and date of receipt of the email transmission. The calendar date the email is sent to the correct email address shall establish the date of response or filing.

e. A copy of all responses shall be concurrently served on the grievant's representative. If the grievant has not provided an email or facsimile number, the grievant may be served by U.S. mail.

8.5 The employee, whenever possible, shall attempt to resolve a concern informally with the immediate supervisor. The immediate supervisor shall provide a verbal response as soon as possible. A resolution at the informal stage shall not be precedent setting.

Level I – Formal with the Appropriate Administrator

8.6 If not resolved informally, an employee shall have the right to file a Level I grievance and to have the grievance considered in good faith. The employee shall file the grievance with the Labor Relations Office at the campus and the Student Health Center Director no later than thirty (30) days after the event giving rise to the grievance or no later than twenty-one (21) days after the grievant knew or reasonably should have known of the event giving rise to the grievance.

8.7 The grievant shall state clearly and concisely on a grievance form provided by the CSU:

a. the specific term of the Agreement alleged to have been violated;

b. a detailed description of the specific grounds of the grievance including names, dates, places, and times necessary for complete understanding;

c. the remedy sought;

d. the name and classification of the grievant and his/her signature;

e. the name of the Union Representative and union steward, if appropriate; and

f. the date of submission.

8.8 The appropriate administrator shall hold a meeting with the grievant at a mutually acceptable time and location no later than twenty-one (21) days after the receipt of the
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grievance. The appropriate administrator shall respond in writing to the grievant within twenty-one (21) days of the Level I meeting.

Level II- Formal with President of University

8.9 In the event the grievance is not settled at Level I, the grievant may file the Level II grievance with the Labor Relations Office of the campus no later than fourteen (14) days after the Level I response. The grievant shall include in the grievance a written statement indicating the reason the Level I response was unsatisfactory. Within twenty-one (21) days after receipt of the Level II filing, the President shall hold a meeting with the grievant at a mutually acceptable time and location. The President shall respond in writing to the grievant no later than twenty-one (21) days after the Level II meeting.

8.10 The grievant shall present at Level II all issues and evidence known, or which could have been reasonably known, related to the grievance. No additional issues, amendments and/or modification to the grievance may be presented or made by the grievant after the Level II filing date.

8.11 Prior to the Level II response date, the parties may waive by mutual agreement all procedures at Level II and expedite the grievance to Level III. Level III time limits shall commence on the date the agreement to expedite was reached.

Level III Formal with Chancellor’s Office

8.12 In the event the grievance is not settled at Level II, the grievant may file a written request for review Level III grievance with the Office of the Chancellor no later than twenty-one (21) days after the receipt of the Level III response.

8.13 A designated individual in the Office of the Chancellor and the representative of the grievant shall schedule a conference meeting at a mutually acceptable time and location for the purpose of reviewing the matter. The designated individual in the Office of the Chancellor shall respond no later than twenty-one (21) days after the meeting conference.

Level IV- Arbitration

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8.14 In the event the grievance is not settled at Level III, no later than twenty-one (21) days after receipt of the Level II response, the Union may submit the grievance to arbitration by giving written notice to that effect by certified mail, return receipt requested, directed to the Office of the Chancellor. The Union and the Office of the Chancellor shall either agree on a mutually agreeable arbitrator or shall jointly request the American Arbitration Association to supply a list of names pursuant to its rules.

8.15 Upon receipt of the names of proposed arbitrators, the parties shall alternately strike names from the list until one (1) name is ultimately designated as the arbitrator. The decision as to which party strikes first shall be determined by alternating between the parties.

8.16 Contract interpretation grievances with continuing financial back pay liability, and grievances alleging an unsafe work environment, shall be scheduled for hearing in arbitration in the chronological order of their appeal to arbitration. Such cases shall be scheduled for arbitration prior to the scheduling of any grievances with no continuing financial back pay liability, or any grievances which do not allege an unsafe work environment.

8.17 The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply at Level IV.

8.18 If an arbitrability question exists, the arbitrator shall determine the arbitrability question prior to hearing the merits of the grievance. The arbitrator may proceed to hear the merits of the grievance prior to meeting the requirements of provision 8.20 (h) below.

a. When the grievance is found not arbitrable, the grievance shall be concluded.

b. When the grievance is found arbitrable, the arbitrator shall hear the merits of the grievance.

c. Provision b. above shall not prohibit the parties from mutually agreeing to a second arbitration hearing on the merits of the grievance or from mutually agreeing to select a second arbitrator to hear the merits of the grievance.

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

a. The arbitrator's award shall be based solely upon the evidence and arguments appropriately presented in the hearing and upon any post-hearing briefs.
b. The arbitrator shall have no power to alter, add to, detract from or amend the provisions of this Agreement.

c. The arbitrator shall not consider any issues not raised by the parties prior to the date of the Level III response. The arbitrator shall not consider any evidence which was known or reasonably should have been known and was not raised by the parties prior to this date.

d. An arbitrator shall not make an award which will supersede the President's judgment on subjective business decisions.

e. The award of the arbitrator may or may not include back pay less any compensation that the employee received, including unemployment compensation. Under no circumstances may interest be included in an award.

f. Under no circumstances may an arbitrator make a recommendation which either expressly or in effect recommends promotion or permanent status for an employee.

g. The standard of review for the arbitrator is whether the CSU violated, misinterpreted or misapplied a specific term of this Agreement.

h. The arbitrator's award shall be in writing and shall set forth his/her findings, reasoning and conclusion on the issues submitted.

8.20 The arbitrator's award shall be final and binding upon both parties.

8.21 Each party shall bear the expenses of preparing and presenting its own case. Expenses, wages and other compensation of any witnesses called before the arbitrator shall be borne by the party calling such witnesses. The cost for the services of the arbitrator shall be borne equally by both parties.

8.22 Any grievance filed into arbitration shall be considered withdrawn by the Union if the Union has not requested that it be scheduled for an arbitration hearing within ninety (90) days of the filing to arbitration from Level III.

General Provisions

The General Provisions of this Article shall be included on the Grievance Form filed at Level I.
8.23 Failure of the grievant to comply with the time limitations of this Article shall render the grievance null and void and bar subsequent filing of this grievance. Failure by the appropriate administrator, President or designated individual in the Office of the Chancellor to timely respond under this Article shall permit the grievance to be filed at the next level.

8.24 Time limits set forth in this Article may be extended by mutual agreement.

8.25 In cases where it is necessary for the grievant or his/her representative to have access to information for the purpose of investigating a grievance, the grievant or his/her representative shall make a written request for such information to the appropriate administrator.

8.26 The processing of grievances filed and unresolved prior to the effective date of this Agreement shall proceed under the provisions of the grievance procedure as amended by this Agreement.

8.27 A decision by the Union to submit a grievance to arbitration shall automatically be a waiver of all other remedies except as provided otherwise by statute.

8.28 A grievance settled prior to arbitration shall not be precedent setting.

8.29 A grievant may withdraw a grievance at any time. The grievant shall not file any subsequent grievance on the same alleged incident.

8.30 The parties, by mutual agreement, may consolidate grievances on similar issues at any level.

8.31 Prior to filing a grievance, the potential grievant and representative, if any, shall each be provided with a reasonable amount of release time (normally one (1) hour) for grievance preparation, and reasonable time for grievance presentation at each Level.

8.32 After the grievance has been filed, a representative and the grievant shall be provided reasonable release time for the purpose of preparation and presentation of the grievance.

8.33 Both parties agree that all grievance files shall be confidential. Both parties agree that specific statements made and records used in grievance meetings shall be confidential.
8.34 An employee may present grievances and have such grievances adjusted without the intervention of the Union as long as adjustment is reached prior to Level IV; provided such adjustment is not inconsistent with the terms of this Agreement; and provided that the Employer will not agree to a resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response.

8.35 A grievance may be initially filed at a level higher than Level I by mutual agreement of the grievant and the CSU.
ARTICLE 14

SICK LEAVE

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

14.2 Each full-time employee shall be considered to work not more than forty (40) hours each week. Employees who are appointed less than full-time shall accrue credit for sick leave with pay on a pro rata basis.

14.3 Sick leave may be accumulated without limits, and no additional sick leave with pay beyond that accumulated shall be granted.

14.4 An employee shall be responsible for reporting an absence to the appropriate administrator as soon as possible.

An employee shall be responsible for completing and submitting signing the campus' absence form and returning the absence form to the appropriate administrator upon returning to work on the date designated.

14.5 An employee may be required to provide a physician's statement or other appropriate verification for absences after three (3) consecutive days charged to sick leave. An employee shall not normally be required to provide such a statement or verification for an absence of three (3) five consecutive days or less charged to sick leave.

Absences Chargeable to Sick Leave

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

a. Illness, injury, or disability related to pregnancy;

b. Exposure to contagious disease;

c. Dental, eye, or other physical or medical examinations or treatments by a licensed practitioner;

d. Illness or injury in the immediate family; and sick leave for family care is primarily for emergency situations. Up to five (5) ten days days of accrued sick leave credit may be used for family care during any one (1) calendar year.
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The Appropriate Administrator may authorize an additional five (5) days of accrued sick leave credit for family care during one (1) calendar year.

e. Death of a person in the immediate family. The President may authorize up to forty (40) hours of accrued sick leave for bereavement. When one (1) or more deaths occur in a calendar year, up to forty (40) hours of accrued sick leave credits may be authorized for each death.

147 “Immediate family” as used in this Article shall mean:

- The employee’s spouse or registered domestic partner;
- The employee, spouse or registered domestic partner’s: parent, step-parent, grandparent, great-grandparent, sibling, child or grandchild (including foster, adopted and step), parent’s siblings aunt, uncle;
- The employee’s child-in-law, son-in-law, daughter-in-law;
- A person living in the immediate household of the employee, except domestic employees, roomers, boarders, and/or roommates.

149 Under no circumstances may an employee be granted sick leave for days during layoff periods or during a leave of absence without pay and during periods when the campus or department is closed.

14.10 The President may authorize unpaid sick leave or the use of vacation for an employee who has exhausted their accumulated sick leave.

Directed Sick Leave/Medical Examination

14.11 The President may direct an employee to take sick leave if the President determines that the employee has restricted ability to carry out their duties due to illness or injury. In the event that the directed sick leave shall result in an employee going into unpaid status, and upon the request of the employee, a meeting shall be scheduled with the employee and a UAPD representative and the appropriate administrators for the purpose of exploring reasonable options under the ADA that could mitigate or avoid going into unpaid status.

14.12 An employee may be required to undergo a medical examination as directed by the President to ascertain the employee’s ability to perform their required duties. If such an examination is by the physician selected by the employer, the CSU shall bear the costs of such medical examination. In cases where an employee has a written full medical release without restriction to return to work and the appropriate administrator believes that the employee is unable to perform the duties of the position, the appropriate administrator shall consult with the Human Resources Director.
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Supplement to Industrial Disability Leave

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

14.14 Such supplement shall continue until the employee has exhausted their accrued sick leave or until the employee provides to the CSU written notification that the employee wishes to discontinue the supplement. Such a notice shall be provided fifteen (15) days prior to the effective date of such a discontinuation.

14.15 Such a supplement to IDL payments shall not result in the employee receiving a payment in excess of their regular salary or wage.

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

Catastrophic Leave Donation Program

14.17 Any CSU employee who accrues vacation or sick leave credits may voluntarily donate either of those credits to any other CSU employee on the same campus, if the recipient employee has exhausted all accrued leave credits, i.e., sick leave, vacation, personal holiday and CTO, due to a catastrophic illness or injury or whose principal place of residence has been impacted by a natural disaster/state of emergency. Catastrophic illness or injury is an illness or injury that has totally incapacitated the employee from work. The following provisions shall apply:

(1) Catastrophic Illness or Injury:

   a. An employee, their 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) forty (40) hours leave credits per fiscal year in increments of one hour or more. Donations are irrevocable.
d. Donated leave credits may be used to supplement Industrial Disability Leave, Non-Industrial Disability Leave or Temporary Disability payments from the State Compensation Insurance Fund upon the application for these benefit(s) by an eligible employee. The total amount of vacation credits donated and used may not exceed an amount sufficient to ensure the continuance of the employee's regular monthly rate of compensation.

e. The total donated leave credits shall normally not exceed an amount necessary to continue the employee for three calendar months calculated from the first day of catastrophic leave. The president may approve an additional three-month period in exceptional cases. The leave should not be deemed donated until actually transferred by the campus record keeper to the record of the employee receiving leave credits.

f. For employees whose appointments have not been renewed, donated time may not be used beyond the employee's appointment expiration date in effect at the beginning of the disability.

g. Only vacation and sick leave credits may be donated.

h. Donated leave credits may not be used to receive service credit following a service of disability retirement.

i. Any CSU union may solicit leave donations from bargaining unit employees for direct transfer to employees eligible to receive such leave credits.

j. Catastrophic illness or injury may also include an incapacitated member of the employee's immediate family if this results in the employee being required to take time off for an extended period of time in order to care for the family member and the employee has exhausted both all of their accrued vacation credits and all of their 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.

(2) Natural Disaster and State of Emergency
Catastrophic leave for a natural disaster shall be leave for an employee who faces financial hardship because the employee has exhausted all of their accrued vacation credits; accrued sick leave credits; personal holiday credits; and C.T.O. credits; and is unable to work due to the effect of a natural disaster on the employee's principal residence.

b. The employee resides in one of the counties where a state of emergency exists as declared by the governor.

c. An employee or their his/her representative must request the employee's participation and provide appropriate verification as determined by the campus President. The President shall then determine the employee's eligibility to receive donations based upon the definitions provided above.

d. Employees may donate a maximum of forty (40) hours of leave credits per fiscal year in increments of one hour or more. Donations are irrevocable.

e. 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.

f. The total donated leave credits shall normally not exceed an amount necessary to continue the employee for three (3) 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.

g. 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 natural disaster/state of emergency.

h. Only vacation and sick leave credits may be donated.

i. Donated leave credits may not be used to receive service credit following a service or disability retirement.

j. Any CSU union may solicit leave donations from bargaining unit employees for direct transfer to employees eligible to receive such leave credits.

l. Pledged leave credits will be formally transferred to the recipient employee only at the end of a pay period, and then in chronological order of the dates actually pledged. This will ensure that any unused leave credits are never actually transferred until they can in fact be used by the recipient employee. In the event that an employee is unable to use all pledged credits in a pay
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period, the most recently donated leave credits which cannot be utilized will then never formally be transferred, thereby guaranteeing that they are in no way lost by an employee who wants to donate them in order to help a co-worker who needs the credits.
ARTICLE 15

LEAVES OF ABSENCE WITH PAY

Jury Duty Leave

15.1 An employee who serves on jury duty shall receive their regular salary only if the employee 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, their time off for jury duty is not compensable. The employee may elect to use vacation to cover the time off.

15.2 An employee who works less than full-time shall be eligible for time off with pay for jury duty only for those hours the employee was scheduled to work.

15.3 An employee who receives initial notification that they are subject to jury duty shall notify the appropriate administrator.

15.4 The employee is required to notify the appropriate administrator prior to taking leave for jury duty. Verification of actual service for jury duty shall be provided by the employee when requested by the appropriate administrator.

Absence as a Witness

15.5 Employees serving as court-subpoenaed witnesses or expert witnesses in the interest of the CSU shall seek the payment of witness fees. Whenever possible, the employee shall confer with the attorney requesting their appearance to determine whether certified copies of appropriate documents would be suitable and would eliminate the need for a court appearance.

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

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

An employee serving as a court-subpoenaed witness on a holiday or while on vacation, or expert witness in the interest of the CSU, shall not have such service deducted from their accrued vacation or holiday credit.

An employee who is a party to a suit, subpoenaed witness, or who is an expert witness not serving in the interest of the CSU shall appear on their own time. The employee shall be charged vacation or holiday credit, and if no vacation or holiday credit is available, the employee shall be docked for the period of absence.

Time Off to Vote

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

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

Bereavement/Funeral Leave

For each death of an immediate family member, upon request to the President, the employee shall be granted five (5) days leave with pay. The employee shall give notice of the need for leave to the appropriate administrator as soon as possible. Upon request, upon return to work, the employee shall provide written notice including the name and relationship of the deceased to substantiate the leave.

A leave granted in accordance with this provision may be supplemented in accordance with bereavement provisions of Article 14, Sick Leave.

The term “Immediate family” as used in this Article shall mean:

- The employee’s spouse or registered domestic partner;
- The employee, spouse or registered domestic partner’s: parent, step-parent, grandparent, great-grandparent, sibling, child or grandchild (including foster, adopted and step), parent’s siblings aunt, uncle;
- The employee’s child-in-law son-in-law, daughter-in-law;
Military Leave

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

Parental Leave

15.15 Parental Leave shall refer to a leave for the purpose of a parent preparing for the arrival of, or a parent or legal guardian caring for, a new child(ren), up to their eighteenth (18th) birthday, to the employee’s immediate family due to the birth, adoption, foster care assignment, or legal guardianship of the minor child(ren) with the employee.

An employee shall be entitled up to a maximum of thirty (30) workdays Parental Leave (as defined above, and subject to the requirements of Provisions 16.7-16.19) in a twelve month period per calendar year, with pay which shall commence within sixty (60) days of the arrival of a new child(ren). Such leave shall be taken consecutively, unless mutually-agreed otherwise by the employee and the appropriate administrator. Parental Leave is normally taken in daily increments. Such leave shall be in addition to available sick leave and to available vacation. Paid Parental Leave runs concurrently with any other related leaves for which the employee is eligible. In order for the employee to be entitled to Parental Leave, the employee must be employed with CSU prior to the birth or placement of a child(ren) with the employee.

Organ or Bone Marrow Donor Leave

15.16 Upon presentation of written verification that they are an organ or bone marrow donor and there is a medical necessity for the donation, an employee who has exhausted all available sick leave is eligible for the following leaves of absence with pay:
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a. A paid leave of absence not exceeding 30 consecutive calendar days in any one-year period to any employee who is donating their organ to another person.

b. A paid leave of absence not exceeding five consecutive calendar days in any one-year period to any employee who is donating their bone marrow to another person.
ARTICLE 16

LEAVES OF ABSENCE WITHOUT PAY

16.1 A permanent full-time employee and a permanent part-time employee may be granted a leave of absence without pay for up to one (1) year.

16.2 A written application for a leave of absence without pay or an extension of a leave of absence without pay shall be submitted to the President. The President shall determine if such a leave shall be granted and the conditions of such a leave.

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

16.4 Service credit shall not be granted to an employee on a leave of absence without pay, except when the President determines that the purpose of the leave is of benefit to the campus and expressly grants such service credit.

16.5 An employee granted a leave of absence without pay who fails, when requested by the President, to provide adequate verification that the conditions of the leave were met may be subject to discipline as determined by the President.

16.6 An employee on a leave of absence without pay for more than thirty (30) days may opt to continue their fringe benefits at their own expense. An employee on a leave of absence without pay for thirty (30) days or less shall receive fringe benefits as provided by the CSU in the same manner as when the employee is in pay status.

Family Care or Medical Leave

16.7 Family care or medical leave shall refer to a leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, to care for a child, parent, foster parent or spouse (or registered domestic partner), sibling, grandparent or grandchild of the employee who has a serious health condition, or for the employee's own serious health condition. Family care leave shall be pursuant to provisions 16.7 through 16.19 of this Article.
16.8 An employee who has at least twelve (12) months of service and has actually worked 1,250 hours in the twelve (12) months preceding the leave is entitled to a family care or medical leave without pay.

16.9 Eligible employees may take up to a total of twelve (12) weeks of family care or medical leave in a twelve 12-month period, including any periods of absence with pay for family care or medical leave purposes. For family care or medical leave taken for reason of the birth of a child or adoption/foster care of a child by an employee, any leave taken shall be initiated within one (1) year of the birth of a child or placement of a child with the employee in the case of adoption/foster care.

16.10 Before granting a family care leave for the serious health condition of a child, parent, foster parent or spouse (or registered domestic partner), sibling, grandparent, or grandchild the President may require certification of the serious health condition from the health care provider.

16.11 Upon expiration of the period which the health care provider originally estimated that the employee needed to care for the child, parent or spouse (or registered domestic partner), sibling, grandparent or grandchild the President may require the employee to obtain recertification if additional leave is requested.

16.12 An employee may use sick leave during the period of family care leave upon mutual agreement between the employee and appropriate administrator, and the use of such sick leave during the period of family care leave shall not be limited to forty (40) hours as required in provision 14.7d of this Agreement. The use of sick leave shall be in accordance with the appropriate provisions of Article 14 of this Agreement.

16.13 Family care and medical leave are separate and distinct from the right of an employee to take a pregnancy disability leave under Government Code Section 12945, subdivision (b) (2). If an employee takes part or all of the maximum four (4) months of pregnancy disability leave, they may request up to twelve (12) weeks additional family care or medical leave for reason of the birth of her child, or due to her own serious medical condition. Any combination of family care or medical leave and pregnancy disability leave shall run concurrently with the period of leave available under the provisions of Education Code Section 89519.

16.14 An employee shall provide the President with written notice of the need for
family leave as soon as the event necessitating the leave becomes known to the employee. In general, as much advance notice as is reasonably possible shall be provided and normally shall be no less than five (5) working days of the event giving rise to the need for the leave.

16.15 If the employee’s need for family care leave is foreseeable due to the planned medical treatment or planned supervision of a child, parent or spouse (or registered domestic partner), sibling, grandparent or grandchild with a serious health condition, the employee shall provide the President with not less than fourteen (14) days’ notice of the need for the leave. The employee shall consult with the appropriate administrator regarding the scheduling of the treatment or supervision so as to minimize disruption of the operations of the University.

16.16 The granting of a family care or medical leave assures to the employee a right to return to his/her former position or a comparable position upon expiration of the family leave. If the former position and any comparable position has ceased to exist due to legitimate business reasons unrelated to the leave, the University shall make reasonable accommodation by alternative means only if such alternative means would not cause an undue hardship on the campus. Such alternative means shall include, but not be limited to, offering the employee any other position which is available and for which the employee is qualified. The University is not required, however, to create additional employment which would otherwise not be created, discharge or layoff another employee, transfer another employee, or promote another employee who is not qualified to perform the job. The family care or medical leave shall not constitute a break in service for the purposes of length of service and/or seniority under this Agreement.

16.17 An employee on family care or medical leave shall retain employee status and shall continue to accrue seniority points pursuant to Article 25 of the Agreement during the period of the family care or medical leave. During a family care or medical leave an employee may continue to participate in benefits to the same extent and under the same conditions as would apply to any other personal leave of absence without pay pursuant to this Agreement. If any paid portion of the family care or medical leave is less than twelve (12) weeks, however, the CSU shall continue to make employer contributions toward health, dental and vision coverage, unless canceled by the employee, for the unpaid remainder of the twelve (12) week period. If an employee fails to return at the end of the family care or medical leave, the CSU may require repayment of insurance premiums paid during the unpaid portion of the leave. The CSU shall not require repayment of
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premiums if the employee’s failure to return is due to their serious health condition or due to circumstances beyond the employee’s control.

16.18 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.
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ARTICLE 19

SALARY

19.1 Increases in the base pay of bargaining unit employees may occur only in those fiscal years for which the parties have specifically agreed to provide increases by way of one or more of the following six (6) categories:

a. Across-the-board General Salary Increases as negotiated by the parties; and/or

b. Performance-Based Salary Increases, pursuant to provisions 19.5 through 19.7 of this Article, in an amount negotiated between the parties; and/or

c. In Range Progression Salary Increase, pursuant to Provision 19.8 of this Article; and/or

d. Salary Stipend, a temporary monthly increase, pursuant to Provision 19.9 of this Article, which may be granted by a Director/appropriate administrator when temporary project coordination or lead work functions are assigned to an employee; and/or

e. Lead Physician stipend pursuant to Provision 12.1 (a) – (e) of the CBA; and/or

f. Equity Increases, pursuant to Provision 19.4 of this Article.

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

General Salary Increase

19.3 All employees in the bargaining unit shall receive a General Salary Increase (GSI) as follows:

a. For fiscal year 2022/2023, effective July 1, 2022, all bargaining unit employees in active pay status (or on leave) as of that date shall receive a General Salary Increase (GSI) of three percent (3%).
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Employees will be eligible for an additional one percent (1%) for a total of four percent (4%), depending on the State budget allocation to the CSU. A calculation will be conducted based on the State of California’s final Budget Act of 2022, which has an expected enactment date between June 27, 2022, and September 30, 2022. This calculation will determine the new, unallocated, ongoing funding for the CSU from the State.

If the new, unallocated, ongoing funding from the State for fiscal year 2022/2023 is increased to $300,000,000 or more, then a one percent (1%) GSI will be added to the three percent (3%) increase set forth above for a total of a four percent (4%) increase effective July 1, 2022.

b. For fiscal year 2023/2024, the Union shall have the option to re-open negotiations on Article 19 and Article 20 (Salary and Benefits) by providing a written request to the CSU after the Governor has released the 2023/2024 May Revision, but prior to July 31, 2023.

c. For fiscal year 2024/2025, the Union shall have the option to re-open negotiations on Article 19 and Article 20 (Salary and Benefits) by providing a written request to the CSU after the Governor has released the 2024/2025 May Revision, but prior to July 31, 2024.

a. For fiscal year 2017/2018 and effective July 1, 2017, all bargaining unit employees in active pay status, or on leave as of that date, shall have their individual salary rate increased by three percent (3%).

b. For fiscal year 2018/2019 and effective July 1, 2018, all bargaining unit employees in active pay status, or on leave as of that date, shall have their individual salary rate increased by three percent (3%).

e. For fiscal year 2019/2020 and effective July 1, 2019, all bargaining unit employees in active pay status, or on leave as of that date, shall have their individual salary rate increased by three percent (3%).

Salary Scale minimums and maximums for all classifications and campuses shall be established as per Attachment A for the duration of this Agreement.
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Recognition Bonus:

24.X  **A one-time payment of $2500 shall be provided to each bargaining unit employee with a 1.0 timebase or greater who is in active pay status (or on leave) as of the date of ratification of this agreement. Payments will be pro-rated for employees who are less than a 1.0 timebase on the date of ratification. For hourly intermittent employees, the formula for determining the pro-rata amount is as follows:**

a) **Determining the FTE:** The total number of hours worked by the employee for the six pay periods prior to the date of ratification divided by the number of total work hours in the six-month period of time = FTE for six-month period.

b) **Determining the Payment Amount:** The $2500 one-time payment is then pro-rated based on the FTE determined by the formula above.

Rehired annuitants are not eligible for the one-time payment pursuant to California Government Code 21224 and CalPERS determination of the law.

Equity Increase Program

19.4  **The Union has the option to discuss an Equity Increase Program in the fiscal year 2023/2024 and fiscal year 2024/2025 re-openers.**

An equity program will be established for Fiscal Years 2017/18, 2018/19, and 2019/20, which will be funded as follows:

(a) For fiscal Year 2017/18 there shall be a systemwide pool of $163,400 (one hundred and sixty-three thousand dollars) to be distributed as negotiated by the parties in Attachment B.

(b) For fiscal Year 2018/19 there shall be a systemwide pool of $176,000 (one hundred and seventy-six thousand dollars) to be distributed as negotiated by the parties in Attachment B.

(e) For fiscal Year 2019/20 there shall be a systemwide pool of $186,000 (one hundred and eighty-six thousand dollars) to be distributed as negotiated by the parties in Attachment B.
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The CSU will provide an accounting of all equity increases awarded in each year of the Agreement. In the event, the actual equity awards are less than the negotiated equity pool in any given Fiscal Year, then the remainder will be rolled into the equity pool for the next Fiscal Year. In the event that any part of the equity pool remains unspent in the final year of the program (Fiscal Year 2019/2020), then the remaining balance will be distributed to Physicians—Primary Care in active pay status, or on leave, as a General Salary Increase, effective June 30, 2020.

In the event that the actual equity awards are greater than the negotiated equity pool in Fiscal Year 2017/2018 and/or 2018/2019, then any such amount above the budgeted pool(s) shall be deducted from the amount to be distributed in the 2019/2020 equity pool.

Performance-Based Salary Increase

19.5 a. All Unit 1 employees with an annual overall performance evaluation rating above satisfactory or its equivalent will receive a Performance-Based Salary Increase (PBSI) for those fiscal years in which a PBSI is provided pursuant to provision 19.1.b. All Unit 1 employees on a given campus with the same overall performance evaluation rating will receive the same percentage PBSI. The difference in PBSIs awarded to employees with different overall performance evaluation ratings on the same campus will not be greater than a ratio of 2 to 1, based on the percentage increase awarded.

b. Performance-Based Salary Increases (PBSIs) may be given up to the maximum of the salary range as set forth in Appendix A and shall be based upon employees’ overall annual performance evaluations for:

1) the quality of medical practice,
2) the quality of contributions to the health center, and/or
3) the quality of educational activities,

as determined by the President. Nothing shall prohibit the President from awarding a PBSI to every eligible meritorious bargaining unit member. Each campus shall adopt procedural guidelines for administration of the PBSI program, which shall include: (1) a statement of criteria for determining meritorious work performance, (2) procedures for receiving input of employees, and (3) identification of documents to be considered in the awarding of PBSIs.
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A PBSI shall be an increase to an employee's base salary of any percentage not more than five percent (5.0%). The decision to grant or not to grant a PBSI pursuant to this program, and the amount of such increase, if granted, are at the sole discretion of the President. PBSI decisions shall not be subject to Article 8, Grievance Procedure, except for alleged violations of 19.5.a.

19.6 The amount of funds dedicated to employee base salary increases in this program of PBSIs in each fiscal year, not including associated benefits costs, shall be the equivalent of the specified percentage increase to the total Unit I payroll as of October 1 of the fiscal year in which a PBSI is provided. In addition to these negotiated amounts, PBSI funds may be provided from campus funds as determined by and at the sole discretion of the President.

19.7 The allocation of funds dedicated to this program to each campus in each fiscal year shall be based on the actual salaries paid to bargaining unit positions during the preceding fiscal year. The funds and increases identified for this program of PBSIs shall be effective July of each fiscal year. PBSIs provided solely from campus funds, however, may be effective at any time. There shall be no requirement to expend in a particular fiscal year all funds identified for such increases. Any portion of the funds identified and allocated to a campus which is not expended in any fiscal year for PBSIs on that campus shall be spent in the same fiscal year for professional development activities and shall automatically be added to the PBSI pool for the ensuing fiscal year. The CSU shall provide to the Union no later than February 15 of each year in which PBSIs are negotiated a list by campus of individual employees receiving PBSIs and the amount of each increase. CSU will include in report of PBSI expenditures the amounts spent by campuses on professional development activities in lieu of PBSI expenditures.

In Range Progression

19.8 a. An increase within a salary range is referred to as an In Range Progression. When the President, the President's designee, or Director/Administrator determines that an In Range Progression should occur, the salary shall increase by at least three percent (3.0%).

b. An In Range Progression may be granted for reasons that include:

1) Assigned application of enhanced skill(s);
2) Retention;
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3) Equity.

c. A request for an In Range Progression review may be submitted by the employee or Director/Administrator. Employee initiated In Range Progression requests shall be submitted to the Director/Administrator before being forwarded to Human Resources. If the Director/Administrator has not forwarded the request to Human Resources within thirty (30) days, the employee may file the request directly with Human Resources.

d. Employee requested In Range Progression reviews shall be completed within ninety (90) days after the request is received in Human Resources. An employee shall not submit a request for an In Range Progression prior to twelve (12) months following receipt of a response to any prior In Range Progression requests.

e. Each campus shall develop guidelines and procedures for an In Range Progression. The decision of the President, made in accordance with this provision, regarding the award of an In Range Progression shall be final and shall not be subject to either a complaint or grievance under Article 8, Grievance Procedure.

f. Funds for In Range Progression may come from campus funds, and/or total settlement costs resulting from bargaining between the parties on salary matters.

Reporting

19.9 By October 1st of each year during this Agreement, the CSU agrees to report to UAPD for the prior fiscal year per campus:

a. The number of IRP requests request;

b. The number of IRP requests granted;

c. The percentage and amounts of the IRP awards

Salary Stipend

19.10 An employee may be granted a temporary monthly salary stipend when assigned temporary project coordination or lead work functions, other than those of Lead Physician as provided in Provision 12.1 of the CBA, by a Director/Administrator. Salary stipends are an increase to the base monthly salary rate and are paid on a
month to month basis. The decision of the Director/appropriate administrator to grant a salary stipend, including the amount of any such stipend, shall not be subject to either a complaint or grievance under Article 8, Grievance Procedure.
ARTICLE 20

BENEFITS

Eligibility

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

20.2 The term "eligible family member" as used in this Article shall mean the eligible employee's legal spouse, registered domestic partner, and children from birth to the end of the month in which the dependent children reach age twenty-six (26). An adopted child, stepchild, natural child recognized by the parent, or a child living with the employee in a parent child relationship who is economically dependent upon the employee at the time of enrollment of the child, and annually thereafter up to the age of twenty-six (26) is also eligible. A family member who is a disabled child over age twenty-six (26) 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-six (26), 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. Eligibility for family members is defined by CalPERS.

20.3 The parties agree to extend health, dental and vision benefits to registered domestic partners, as defined pursuant to Section 297 et seq. of the Family Code, Section 22867 et seq. of the Government Code and Section 1261 of the Health and Safety Code, or their successors as amended, of benefit eligible employees in the bargaining unit. The parties further agree that the registration of registered domestic partners of benefit eligible employees, and all other procedures and conditions required to receive health benefits as currently set forth in CalPERS Circular Letter 200-189-04, shall also apply to the receipt of dental and vision benefits. If said CalPERS regulations are revised, Circular Letter 200-189-04 as amended will control the implementation of health, dental and vision benefits for the registered domestic partners of benefit eligible employees.
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Health

20.4 Eligible employees and eligible family members as defined by CalPERS shall continue to receive health benefits offered through the CalPERS system for the life of this Agreement. Payment for those benefits shall be based on rates established by CalPERS for participating members. The Employer contribution shall be based upon the current formula as provided in Government Code Section 22871.

Healthcare Vesting for New Employees (Moved from Appendix X)

Bargaining unit employees hired on or after July 1, 2018 and become members of CalPERS on or after July 1, 2018 shall receive the full portion of the CSU contribution payable for health benefits upon retirement at age 52 with at least 10 years of service credit. (GC Section 22874.7) In addition, bargaining unit employees meeting these requirements shall be eligible for the full portion of the CSU contribution payable for basic dental plan (GC Section 22958.4). To the extent that a change in legislation is required to implement this provision, the UAPD agrees to support the legislative changes necessary to give effect to this agreement.

Health Premium Conversion Program (TAPP)

20.5 All eligible bargaining unit employees who contribute toward health or dental benefits pursuant to provision 20.1 or 20.3 shall be entitled to participate in the CSU Health Premium Conversion Program. The terms of this program shall be determined by the CSU. All administrative costs for participation shall be paid by the participating employees.

Dental

20.6 For the life of this Agreement, the dental benefits provided by the CSU through the insurer(s) selected by the CSU for its indemnity and prepaid dental plans shall be offered to eligible employees and eligible family members as defined in provisions 20.1 and 20.2. The Employer's contribution to such plans shall equal one hundred percent (100%) of the basic monthly premium.
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Vision Care

20.7 For the life of this Agreement, the vision care benefit provided by the CSU through the insurer(s) selected by the CSU shall be offered to eligible employees and eligible family members as defined in provisions 20.1 and 20.2. The Employer's contribution to such plan shall equal one hundred percent (100%) of the basic monthly premium.

Non-Industrial Disability Insurance

20.8 The maximum weekly payment for eligible employees shall be two-hundred and fifty dollars ($250.00).

Enhanced 1959 Survivors Benefit

20.9 The amount of benefit payable to a surviving spouse and/or dependent of an eligible bargaining unit employee under the 1959 Survivors Benefit shall be increased to the level of payment provided in Government Code Section 21574.7. Bargaining unit employees shall continue to pay a premium of two dollars ($2.00) per month for this benefit. All monthly premiums in excess of the employee contribution shall be paid by the CSU.

Dependent Care Reimbursement Program

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

Parking

20.11 An employee is required to pay the parking fee as determined by the CSU for parking at any facility of the CSU. The CSU shall notify the Union in writing of any change to the parking fee. The CSU shall provide for payroll deductions for this program upon written authorization by the employee.
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20.12 The CSU shall not be liable for any damage, due to theft, vandalism, or acts of nature, to any vehicle or items of personal property contained therein or attached thereto for any reason while within the boundaries of CSU parking facilities.

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

403(b) Plan Tax-Sheltered Annuity Program

20.14 All members of the bargaining unit shall be eligible to participate in the 403 (b) tax—sheltered annuity programs in accordance with regulations and procedures as established by The California State University and according to IRS regulations.

Information Regarding Benefits

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

FlexCash Plan

20.16 All employees eligible for health insurance, pursuant to provision 20.4 of the Agreement, and dental insurance, pursuant to provision 20.6 of the Agreement, may participate in the CSU FlexCash Plan. A participating employee may waive health and/or dental insurance coverage in exchange for the following monthly payments:

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

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

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

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

Long-Term Disability

20.18 The CSU shall provide eligible employees, as defined in provision 20.1, with long-term disability insurance coverage at no cost to the employees. Effective August 1, 2000, the plan will provide up to a sixty-six and two thirds percent (66 2/3%) benefit after a six-month waiting period.

Golden Handshake

20.19 If, during the life of this Agreement, the Office of the Governor and the Department of Finance advise the CSU of the availability of the early retirement program (so-called "Golden Handshake") for UAPD-represented employees, the University agrees to notify the Union and, upon written request from the Union, to meet and confer regarding said availability.

Life Insurance
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20.20 a. Life and AD&D Insurance

The CSU shall provide to eligible employees, as defined in provision 20.1, life and accidental death and dismemberment insurance with a maximum benefit of $25,000.00, to be provided through the insurer(s) selected by the CSU.

b. Employee-Paid Voluntary Life Insurance

All eligible bargaining unit employees shall be entitled to participate in the CSU Employee-Paid Voluntary Life Insurance Plan. The terms of this plan shall be determined by the CSU.

Health Care Reimbursement Account

20.20 All eligible bargaining unit employees shall be entitled to participate in the CSU Health Care Reimbursement Account (HCRA) Plan. The terms of this plan shall be determined by CSU and IRS regulations. All administrative costs for participation shall be paid by participating employees.

Medical Malpractice Insurance

20.XX The CSU will provide its medical malpractice insurance policy to UAPD upon request.
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ARTICLE 21

HOLIDAYS

21.1 The following paid holidays, except as provided in provision 21.3 below, shall be observed on the day specified.

a. January 1
b. Third Monday in January (Martin Luther King, Jr., Day)
c. March 31 (Cesar Chavez Day)
d. July 4
e. First Monday of September (Labor Day)
f. November 11 (Veteran's Day)
g. Thanksgiving Day
h. December 25
i. Any other day designated by the Governor for a public fast or holiday.

21.2 The paid holidays listed in this provision shall be observed on the day specified unless they fall on a Saturday or Sunday, or classes have been scheduled on the campus. If classes are scheduled on these holidays, the campus President may at their sole discretion reschedule the holiday observance to another day consistent with the needs of the campus.

a. Third Monday in February (Washington's President's Birthday)
b. February 12 (Lincoln's Birthday)
c. Last Monday in May (Memorial Day)
d. Admission Day
e. Second Monday in October (Columbus Day)
f. November 11 (Veteran's Day)
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21.3 Any holiday listed in provisions 21.1 or 21.2 above which falls on a Saturday shall be observed on the preceding Friday, and any holiday in provisions 21.1 or 21.2 above which falls on a Sunday shall be observed on the following Monday. If an employee is scheduled to work at least 32 hours a week and the holiday is observed on a non-workday, the CSU shall allow the employee informal time off on a normal workday subject to the operational needs of the campus and the Student Health Center. This holiday must be used within one hundred and eighty (180) days after the holiday was observed.

21.XX The amount of time off an employee shall receive with no loss in pay to observe the holiday is as provided below:

a. An employee scheduled to work on the day a holiday is officially observed, except as provided in provision 21.XX (b), 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.

b. If an employee is on a compressed work schedule or an alternate work schedule and the holiday is observed on a non-workday, the employee shall be entitled to a day equal to their normal workday. This holiday must be used on the employee's next work day, subject to the operational needs of the campus, or within one hundred and eighty (180) days after the holiday was observed.

c. If an employee has been unable to take their holiday within one hundred eighty (180) days due to operational need, the employee shall be paid for the holiday.

21.4 An employee on a leave of absence without pay or other nonwork status on a day a holiday is officially observed shall not be entitled to the holiday.

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

21.6 A campus yearly calendar shall be provided to the employees at least thirty (30) days before its effective date.

21.7 An employee shall be permitted to use accrued vacation if the President closes the campus and there are an insufficient number of holidays scheduled to be observed during the closure.
21.8 An employee is entitled to one (1) Personal Holiday which must be taken on one (1) day during the calendar year. If the employee fails to take the Personal Holiday before the end of the year, the holiday shall be forfeited. The scheduling of the holiday shall be by mutual agreement of the employee and the appropriate administrator.

21.9 Holiday credit is the time credited to an employee when they work on a holiday.

21.10 An employee who works on a holiday shall receive credit for the equivalent hours worked holiday credit on a straight-time basis. A part-time employee who works on a holiday shall receive holiday credit pro rata.
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**ARTICLE 22**

**VACATION**

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

22.2 Vacation Schedule

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

<table>
<thead>
<tr>
<th>Service Requirements</th>
<th>DAYS</th>
<th>HOURS (Hourly Equivalent) of Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Month To 3 Years</td>
<td>5/6</td>
<td>6-2/3</td>
</tr>
<tr>
<td>37 Months To 6 Years</td>
<td>1-1/4</td>
<td>10</td>
</tr>
<tr>
<td>73 Months To 10 Years</td>
<td>1-5/12</td>
<td>11-1/3</td>
</tr>
<tr>
<td>121 Months To 15 Years</td>
<td>1-7/12</td>
<td>12-2/3</td>
</tr>
<tr>
<td>181 Months To 20 Years</td>
<td>1-3/4</td>
<td>14</td>
</tr>
<tr>
<td>241 Months To 25 Years</td>
<td>1-11/12</td>
<td>15-1/3</td>
</tr>
<tr>
<td>301 Months And Over</td>
<td>2</td>
<td>16</td>
</tr>
</tbody>
</table>

b. For purposes of computing vacation credit, an employee who is in pay status eleven (11) or more days in a monthly pay period is considered to have completed a month, a month of service, or continuous service. When an absence without pay of more than eleven (11) consecutive working days falls into two (2) consecutive qualifying monthly pay periods, one (1) of the pay periods is disqualified.

c. An authorized leave of absence without pay shall not be considered service for the purposes of vacation accrual.

d. Vacation credits are cumulative to a maximum of two hundred and seventy-two (272) three hundred and twenty (320) working hours for ten (10) or less years of qualifying service, or three hundred and eighty-four (384) four hundred and forty (440) working hours for more than ten (10) years of such service. Accumulations in excess of this amount as of January 1 of each year shall be forfeited by the employee. The President may permit an employee to carry over more than allowable credits when the employee was prevented from taking enough vacation to reduce the credits because the employee (1) was
required to work as a result of fire, flood or other extreme emergency, (2) was assigned work of priority or critical nature over an extended period of time, (3) was absent on full salary for compensable injury, or (4) was prevented from using vacation previously scheduled to be taken in December because of being on paid sick leave.

e. A probationary employee shall not take vacation until completion of one (1) month in work status.

f. Requests for scheduling vacation shall be submitted in writing to the appropriate administrator at least thirty (30) days in advance. Vacations shall be scheduled and taken only as authorized by the appropriate administrator. Upon an employee’s specific written request, the CSU’s response to a request for approval to schedule vacation shall normally be provided in 5 business days, subject to the operational needs of the Health Center. When authorized to do so by the appropriate administrator due to unforeseen or extenuating circumstances, an employee may take vacation without submitting a written request thirty (30) days in advance. If a conflict in vacation requests arises, the appropriate administrator shall give consideration to the employee(s) with the most seniority, provided that the employee(s) have submitted vacation requests at least thirty (30) days in advance and operational needs are met.

g. Upon separation from service without fault on their 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 they taken the time off, but not separated from service.
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ARTICLE 23

PROFESSIONAL DEVELOPMENT

23.1 Professional development may include:

a. the CSU employee fee waiver program; and/or

b. training directly of benefit to the campus as approved by the President; and/or

c. training to satisfy Medical Board of California (MBC) requirements for Continuing Medical Education, which may include home study courses.

23.2 The President shall determine what costs, if any, shall be borne by the campus in connection with approved professional development activities, and what costs, if any, shall be borne by the campus in connection with payment or reimbursement of Physicians’ medical license fees.

23.3 An employee eligible for professional development, per 23.1 above, shall request approval to participate in professional development activities in accordance with campus procedures and Provisions 23.11 through 23.14 below.

23.4 The President may approve participation in professional development activities by eligible full-time employees of up to sixty-four (64) eighty (80) hours per fiscal year. Any requests shall be considered pursuant to provision 23.11 and shall not be unreasonably denied. Any denials shall be documented in writing and normally provided within five (5) business days of the request. Employees working less than full-time or in pay status less than a full fiscal year shall be eligible for a pro rata share of professional development time. Campus policies regarding professional development shall be consistent with this article.

23.5 In cases where a total of sixty-four (64) eighty (80) hours participation in professional development activity is not utilized in a fiscal year, approval may be granted to carry forward up to twenty-four (24) eight (8) hours of unused time from the prior fiscal year for a maximum of eighty-eight (88) hours in the following fiscal year.

23.6 Up to sixteen (16) hours per fiscal year, from those hours provided in 23.4 or 23.5 above, may be used by a physician for library time. Such library time shall be arranged in advance by mutual agreement with the appropriate administrator. Library time shall be used to conduct research that benefits both the physician and the University. The purpose of library time is for the physician to remain current on
medical knowledge and practice directly applicable to their duties in the Student Health Center.

23.7 After five (5) years of continuous service, a full-time employee shall be eligible for an additional one-time-only eight (8) hours of professional development time. Upon written request to the Director/Administrator, an eligible employee shall be granted the additional time subject to 23.11 - 23.15 below.

23.8 The additional one-time-only eight (8) hours of professional development in 23.7 above shall be used during the sixth year of service or forfeited by the employee if not used.

23.9 After ten (10) years of continuous service, a full-time employee shall be eligible for an additional one-time-only sixteen (16) hours of professional development time. Upon written request to the Director/Administrator, an employee shall be granted the additional time subject to 23.11 - 23.15 below.

23.10 The additional one-time-only sixteen (16) hours of professional development time in 23.9 above shall be used during the eleventh year of service or forfeited by the employee if not used.

23.11 Approval for participation in professional development programs and activities shall be based on the following considerations:

a. staffing needs of the Student Health Center;

b. reasonable expectation that the employee's work performance or value to the campus will be enhanced as a result of their/his/her participation in the course of study; and

c. MBC requirements for Continuing Medical Education

23.12 The request for approval to attend professional development activities must be made by the employee at least thirty (30) days prior to their/his/her anticipated absence. Upon an employee's specific written request, the CSU's response to a request for approval to attend professional development activities shall normally be provided in 5 business days, subject to the operational needs of the Health Center. When authorized to do so by the appropriate administrator, an employee may attend professional development activities with less than thirty (30) days notice.

23.13 The CSU may require evidence of satisfactory completion of approved professional development activities.
23.14 Only time spent in professional development activities during scheduled work hours shall be counted as worktime. The CSU may authorize the usage of professional development time for travel to professional development activities, whether or not such professional development activities occur during the employee’s work week.

Employee Fee Waiver

23.15 The appropriate administrator shall approve requests from all full-time employees and part-time permanent employees for enrollment in the CSU fee waiver program subject to the provisions of this Article.

23.16 A maximum of two (2) courses or six (6) units, whichever is greater, per semester/quarter may be taken on the fee waiver program, provided that the CSU admission requirements shall be met, waived, or are non-applicable. Courses taken on the fee waiver program shall be taken for credit. Fee waiver courses include undergraduate, graduate, credential, online and summer term courses if they are state-supported. Courses in self-support programs are not covered by the fee waiver program. A participating Unit I employee enrolled in a doctorate program shall be eligible for a partial fee waiver equivalent to the part-time Graduate Tuition Fee, and shall be responsible for paying the difference between the applicable Doctoral Fee and the part-time Graduate Tuition Fee.

23.17 Fee waiver courses shall be job-related or part of an approved Career Development Plan. The course of study for a Career Development Plan will be established by the employee and an appropriate advisor of choice and shall be subject to approval by the appropriate administrator in the Human Resources Office. The CSU admission requirements shall be met or waived for an approved Career Development Plan. The CSU admission requirements shall not apply for job-related courses.

23.18 Subject to conditions listed in a. and b. below, an employee shall be granted reasonable release time for one (1) on-campus course per semester/quarter.

a. The course shall be job-related or shall be part of an approved Career Development Plan.

b. The operational needs of the department are met as determined by the appropriate administrator.
23.19 Employees on a leave of absence who otherwise are eligible to request a fee waiver may request fee waiver for enrollment in more than two (2) courses per semester/quarter.

23.20 In order for an employee to continue participation in this program, normal academic standards shall be maintained.

23.21 A record of completed courses may be placed in the employee's official personnel file.

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

The following fees shall be fully waived:

- Application Fee
- Health Services Fee
- Identification Card Fee (if mandatory)
- Instructionally Related Activity Fee
- State University Tuition Fee

The following fees shall be reduced to one dollar ($1):

- Associated Student Body Fee
- University Union Fee
- Health Facilities Fee

23.23 Employees taking courses in addition to the CSU fee waiver courses shall pay any difference between the amount waived and the full State University Tuition Fee.

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

23.25 An employee who qualifies for admission to a campus in accordance with established CSU standards and criteria shall be admitted, except that fees may be waived pursuant to this Article. An employee who does not qualify for regular admission may be admitted pursuant to the authority of the President, except that fees may be waived pursuant to this Article.
Dependent Fee Waiver

23.26 Employees eligible for participation in the CSU fee waiver program as defined in Provision 23.15 may transfer their existing fee waiver benefit entitlement to only one person at a time who is a spouse, registered domestic partner, or dependent child up to age 23, subject to the following conditions:

a. The courses are taken by a spouse, registered domestic partner, or dependent child who is matriculated toward a degree and the courses are for credit toward the degree’s requirements; and

b. This fee waiver benefit does not apply to out-of-state tuition, or courses in self-support programs; and
c. Participation by an eligible employee’s spouse, dependent child, or registered domestic partner is subject to each CSU campus’ standard admission and registration policies and procedures.

23.27 The following fees shall be fully waived for a spouse, dependent child, or registered domestic partner of the employee:

- Application Fee
- Identification Card Fee (if mandatory)
- State University Tuition Fee for the courses taken in the fee waiver program

A participating spouse, registered domestic partner, or dependant enrolled in a doctorate program shall be eligible for a partial fee waiver equivalent to the part-time Graduate Tuition Fee, and shall be responsible for paying the difference between the applicable Doctoral Fee and the part-time Graduate Tuition Fee.

23.28 All other fees shall be paid at the regular rates by a spouse, dependent child, or registered domestic partner of the employee.

23.29 A spouse, dependent child, or registered domestic partner of the employee shall be entitled to student services in addition to instructional services.
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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.
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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 their 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.
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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 The CSU prohibits Discrimination, including Harassment, because of any Protected Status: Age, Ancestry, Color, Disability, Ethnicity, Gender, Gender Expression, Gender Identity, Genetic Information, Marital Status, Medical Condition, Military Status, Nationality, Pregnancy, Race, Religion, Religious Creed, Sex, Sexual Orientation, Sex Stereotype, and Veteran Status. The CSU will not tolerate Discrimination based on physical or mental disability, gender (including sex or gender identity), age, race, color, national origin, ancestry, religion, sexual orientation, gender identity, sex stereotyping, marital status, medical condition, pregnancy, sexual harassment, pregnancy-related conditions, or Veteran or Military Status. The CSU considers it to be a violation of the CSU’s Non-Discrimination Policy to discriminate against any other individual at any time based on the above-mentioned factors. The policies and procedures used herein are consistent with the definitions provided in the Interim CSU Policy Prohibiting Discrimination, Harassment, Sexual Misconduct, Sexual Exploitation, Dating Violence, Domestic Violence, Stalking, and Retaliation (“Non-Discrimination Policy”) or its successors. Executive Order 1096 (Revised). The Non-Discrimination Policy is formerly known as Executive Order 1096.

26.22 An employee, who alleges discrimination in violation of a CSU systemwide nondiscrimination or anti-harassment policy, shall file their complaint under the procedure described in the Non-Discrimination Policy or its successors Executive Order 1096 (Revised), or in any superseding Executive Order, if applicable. An employee may, at any time, file a complaint regarding the same incident with the Equal Employment Opportunity Commission and/or the Department of Fair Employment and Housing.

Whistleblowing

26.23 An employee, who wishes to file a disclosure of an improper governmental activity and/or a significant health or safety threat, shall file their complaint under the procedure described in Complaint Procedures for Protected Disclosure of Improper Governmental Activities and/or Significant Threats to Health or Safety or its successors (formally known as Executive Order 929) Executive Order 929, or in any superseding executive order, if applicable.
An employee, who alleges that they suffered retaliation for making a protected disclosure of an improper governmental activity and/or a significant health or safety threat, shall file their complaint under the procedure described in Complaint Procedure for Allegations of Retaliation for Having Made a Protected Disclosure under the California Whistleblower Protection Act (formally known as Executive Order 1058), or its successors Executive Order 1058, or in any superseding executive order, if applicable.

The parties agree that UAPD has the right to file a complaint under the Non-Discrimination Policy or its successors Executive Order 1096 (or any superseding Executive Order) alleging discrimination or sexual harassment against more than one UAPD – represented employee. The UAPD agrees to identify the employees/grievants when so requested and to identify the alleged harm to those employees/grievants.
ARTICLE 28

DURATION AND IMPLEMENTATION

28.1 This Agreement shall remain in full force and effect from the date of its ratification by both parties up to and including June 30, 2025. The provisions of this Agreement shall become effective upon its ratification except as otherwise provided in this Agreement.

28.2 Negotiations for a successor agreement shall commence when one of the parties delivers to the other its proposals in writing, no earlier than April 1 and no later than May 1 immediately preceding the expiration date of this Agreement.

28.3 Any term of this Agreement which is deemed by the Employer to carry an economic cost shall not be implemented until the amount required therefore is appropriated and made available to the CSU for expenditure for such purpose. If less than the amount needed to implement this Agreement is appropriated and made available to the CSU for expenditure, the term(s) of this Agreement deemed by the CSU to carry economic cost shall automatically be subject to the meet and confer process.
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For each and every article in the Collective Bargaining Agreement, the parties agree to revise the use of binary gender pronouns in favor of gender-neutral pronouns. This will be accomplished before publishing the agreement.

For UAPD: ________________________________

For the California State University: ________________________________

Signature: _______________________________
Date: _______________________________