

ARTICLE 26

GENERAL PROVISIONS

Outside Employment

- 26.1 Outside employment shall not conflict with regularly scheduled work assignments or satisfactory performance of all duties of the employee.
- 26.2 Except in emergency situations, bargaining unit members shall be cognizant of potential conflicts arising from self-referral.

Contracting Out

- 26.3 When the Employer deems it necessary in order to carry out the mission and operations of the campus, the Employer may contract out work within the limitations and requirements imposed by law.
- 26.4 The CSU shall notify the Union thirty (30) days prior to the effective date of a decision to contract out.
- 26.5 The Union may request to meet and confer on the impact of contracting out work when such contracting out is to be for more than one (1) year. The CSU shall meet and confer with the Union for this purpose within fourteen (14) days of such a request.

Pay Plans

- 26.6 Probationary and permanent employees in twelve (12) month classifications are eligible to apply, in accordance with campus procedures, for participation in the 10/12 or 11/12 pay plan.
- 26.7 Probationary and permanent employees in ten (10) month classifications are eligible to apply, in accordance with campus procedures, for participation in the 10/12 pay plan.
- 26.8 Assignment of an eligible employee to the 10/12 or 11/12 pay plan shall be by mutual consent of the President and the employee.
- 26.9 Final approval by the President is required prior to employee participation in the 10/12 or 11/12 pay plan.
- 26.10 Withdrawal from participation in the 10/12 or 11/12 pay plan and return to a twelve (12) month annual work year may be requested by an employee in accordance with campus procedures. The President shall make a final determination as to the approval

or denial of such requests. Based upon program need, an employee formerly appointed to a twelve (12) month year may be returned to a twelve (12) month annual work year as determined by the President.

- 26.11 An employee participating in the 10/12 or 11/12 pay plan shall receive 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.
- 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: i.e., 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. All terms 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. 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, 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), if applicable.
- 26.24 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, if applicable.
- 26.25 The parties agree that UAPD has the right to file a complaint under the Non-Discrimination Policy of its successors 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.