

## ARTICLE 22

### ASSIGNMENT/REASSIGNMENT

- 22.1 An employee shall be assigned/reassigned to a position by the appropriate administrator. Such assignments shall be consistent with the employee's classification except as provided elsewhere in this Article. It is expressly agreed that the application or interpretation of this section shall not require any change of the classification of any unit member.
- 22.2 An employee may be temporarily assigned, on a de minimis basis, to perform other duties inconsistent with the employee's classification or may be reassigned to a position in a higher classification for which they are qualified.

### Out-of-Classification Assignments

- 22.3 An employee who has received written notice from the employee's appropriate administrator that the employee will be serving in such a full-time temporary assignment in a higher classification on an acting basis, pursuant to provision 22.2 above for longer than ten (10) consecutive calendar days shall be entitled to receive extra pay commencing with the eleventh (11) day or earlier at the discretion of the President. The employee's rate of pay for temporary reassignment in a higher classification shall be no less than five (5) percent over his or her regular rate and may be greater than five (5) percent if so determined by the President.
- 22.4 If any such future reassignment within a twelve (12) month period occurs which extends for more than five (5) consecutive working days, the employee shall receive the appropriate compensation of the higher classification as determined by the President from the first day of such a reassignment. Days on which an employee is absent from work or on a paid leave shall not constitute a break in "consecutive work days" as the term is used in this Article.
- 22.5 After forty-five (45) consecutive days in a less than full-time temporary assignment at a higher classification, an employee shall begin to receive the appropriate compensation in accordance with provision 22.3 on a pro rata basis commencing with the forty-sixth (46th) day.

- 22.6 Temporary reassignment in a higher classification shall not exceed one hundred and eighty (180) consecutive calendar days unless it is extended by mutual agreement and/or in the cases of IDL, NDI, and extended illness of the prior incumbent.
- 22.7 An employee shall be returned to their previous assignment upon completion of a temporary assignment with the same status that the employee would have had if not temporarily assigned.
- 22.8 Employees will not be rotated in and out of temporary reassignments in higher classifications for the sole purpose of avoiding implementation of the extra pay provisions of this Article.

### **Classification Review**

- 22.9 An employee may request a classification review of their position from the employee's immediate non-bargaining unit supervisor who shall forward the request to the campus Human Resources.
- 22.10 The classification review procedures shall be determined by the President. A copy of the classification review procedures shall be made available to the employee upon request.
- 22.11 The employee shall be notified in writing of the classification review decision and the reason(s) for the decision. The employee may request a meeting, which shall not unreasonably be denied, with the appropriate administrator in Human Resources to discuss the classification review decision. The classification review decision is not subject to Article 9, Grievance Procedure.
- 22.12 An employee-requested classification review shall be completed no later than one hundred eighty (180) days after initiation of the classification review procedure. An employee shall not submit such a subsequent request prior to eighteen (18) months after completion of a previous classification review.

### **New/Revised Classifications**

- 22.13 When the CSU determines that it will develop a new classification relating to bargaining unit employees or revise an existing classification that is in the bargaining unit, the CSU shall notify the Union. Within thirty (30) days, the Union may request to meet with the CSU in regard to the matters under development. CSU shall meet with

the Union to receive input at least once in the preparatory stages of classification development or revision. Any additional meetings shall be by mutual agreement of the CSU and the Union. Upon request of the Union, the CSU will provide to the Union proposed classification specifications when such specifications are available.

22.14 The CSU shall notify the Union thirty (30) days prior to the effective date of new or revised classifications relating to bargaining unit employees.

22.15 Prior to the implementation of a new or revised classification, a three (3) step procedure may be invoked as follows:

- a. The Union may request a meeting to discuss whether the new or revised classification and its salary are appropriate for the bargaining unit. Such a meeting shall be held. The parties may agree in writing to modify the unit to include the new classification.
- b. The Union may request a meet and confer session regarding the impact of the new or revised classification on bargaining unit members and the compensation provisions for such new or revised classifications.
- b. If the parties are in disagreement, either may seek a unit modification pursuant to the procedures established by PERB.