

Memorandum of Understanding
Successor Agreement

The California State University (“CSU”) and the Academic Professionals of California (“APC”), 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 APC. The Successor Agreement contains the terms of the current agreement with the modifications attached hereto.

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|--|--------------------------------|
| Article 1: Recognition | Tentative Agreement 08/09/2024 |
| Article 2: Definitions | Status Quo |
| Article 3: Effect of Agreement | Status Quo |
| Article 4: Savings Clause | Status Quo |
| Article 5: Reconsideration Procedure | Tentative Agreement 08/09/2024 |
| Article 6: Management Rights | Status Quo |
| Article 7: Contracting Out | Status Quo |
| Article 8: Union Rights | Status Quo |
| Article 9: Concerted Activities | CSU #3 09/03/2024 |
| Article 10: Grievance Procedure | CSU #3 09/03/2024 |
| Article 11: Personnel File | CSU #3 09/03/2024 |
| Article 12: Corrective and Disciplinary Action | Status Quo |
| Article 13: Appointment | Status Quo |
| Article 14: Probation and Permanency | Status Quo |
| Article 15: Career Advancement | Status Quo |
| Article 16: Professional Development | Status Quo |
| Article 17: Assignment/Reassignment | Status Quo |
| Article 18: Evaluation | Status Quo |
| Article 19: Sick Leave | Status Quo |
| Article 20: Leaves of Absence with Pay | CSU #2 08/19/2024 |
| Article 21: Non Discrimination | Tentative Agreement 08/09/2024 |
| Article 22: Leaves of Absence without Pay | Tentative Agreement 08/09/2024 |
| Article 23: Salary | APC #2 09/03/2024 |
| Article 24: Benefits | Status Quo |
| Article 25: Holidays | Status Quo |

CSU/ APC Tentative Agreement
09/03/2024

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|--|-------------------|
| Article 26: Vacation | Status Quo |
| Article 27: General Provisions | Status Quo |
| Article 28: Hours of Work | Status Quo |
| Article 29: Authorship of CSU-Printed Material | Status Quo |
| Article 30: Outside and Additional Employment | Status Quo |
| Article 31: Safety | Status Quo |
| Article 32: Work Environment | CSU #3 09/03/2024 |
| Article 33: Layoff | CSU #2 08/09/2024 |
| Article 34: Duration and Implementation | CSU #1 08/19/2024 |

APC agrees that within 10 days after the ratification of this Tentative Agreement that APC shall withdraw PERB Case No. SF-CE-1447-H. APC further agrees that, pending ratification of the tentative agreement, it will request to hold the case in abeyance.

For Academic Professionals of California:

For the California State University:

Dagoberto Argueta
Dagoberto Argueta (Sep 3, 2024 20:13 PDT)
Dagoberto Argueta
President

Joseph J. Jelincic III
Joseph J. Jelincic III
Assistant Vice Chancellor, Collective Bargaining

ARTICLE 1

RECOGNITION

- 1.1 The Trustees of the California State University recognize the Academic Professionals of California, the Union, as the sole and exclusive bargaining representative for bargaining Unit 4, as defined by PERB. As presently constituted, this includes the employees in classifications described in Appendix A of this Agreement.
- 1.2 The parties further agree that employees in classifications described in Appendix B of this Agreement and all other management, supervisory, and confidential employees as defined in the HEERA are excluded from the bargaining unit.
- 1.3 If the parties disagree as to the inclusion of a new classification in the bargaining unit, either party may seek a unit modification pursuant to the procedures established by the PERB.

For Academic Professionals of California:

For the California State University:

Lee O. Norris

Lee O. Norris
Labor Relations Manager
Bargaining

Joseph J. Jelincic III

Joseph J. Jelincic III
Assistant Vice Chancellor, Collective

APPENDIX A

UNIT 4 - ACADEMIC SUPPORT

Shall INCLUDE:

Class

Code Classification Title

2680 **Academic Support Student Employee I**

2681 **Academic Support Student Employee I – On Campus Work Study**

2627 Credential Analyst Trainee

2628 Credential Analyst I

2630 Credential Analyst II

2632 Evaluator I

2633 Evaluator II

2634 Evaluator Trainee

2635 Student Personnel Technician, Financial Aid

~~2802~~ ~~Educational Television Program Director, SDSU~~

2896 Lead Library Assistant III

2891 Lead Library Assistant IV

3078 Student Services Professional I - 10-month

3079 Student Services Professional I - 12-month

3080 Student Services Professional I - Academic Year

3081 Student Services Professional II - 10-month

3082 Student Services Professional II - 12-month

3083 Student Services Professional II - Academic Year

3084 Student Services Professional III - 12-month

3085 Student Services Professional III - Academic Year

3086 Student Services Professional IV - 12-month

3087 Student Services Professional IV - Academic Year

3088 Student Services Professional III - 10 month

3089 Student Services Professional IV - 10 month
5181 Extended Education Specialist I
5182 Extended Education Specialist II
~~8518 Educational Television Program Director - NE~~
8519 Extended Education Specialist I - NE
8520 Extended Education Specialist II - NE
8521 Student Services Professional II - NE
8522 Student Services Professional II - Academic Year - NE
8523 Student Services Professional II - 10-Month - NE
8524 Student Services Professional III - NE
8525 Student Services Professional III - Academic Year - NE
8526 Student Services Professional III - 10-Month - NE
8527 Student Services Professional IV - NE
8528 Student Services Professional IV - Academic Year - NE
8529 Student Services Professional IV - 10-Month - NE
~~9164 Placement Interviewer~~

APPENDIX B

UNIT 4 - ACADEMIC SUPPORT

Shall EXCLUDE:

All employees found to be managerial, supervisory, or confidential within the meaning of Government Code Section 3560 et seq.

APPENDIX C

Employees in the following classifications are not eligible for overtime compensation.

| <u>Class Code</u> | <u>Classification Title</u> |
|-------------------|--|
| 3081 | Student Services Professional II - 10-month |
| 3082 | Student Services Professional II - 12-month |
| 3083 | Student Services Professional II - Academic Year |
| 3084 | Student Services Professional III - 12-month |
| 3085 | Student Services Professional III - Academic Year |
| 3086 | Student Services Professional IV - 12-month |
| 3087 | Student Services Professional IV - Academic Year |
| 3088 | Student Services Professional III - 10 month |
| 3089 | Student Services Professional IV - 10 month |
| 5181 | Extended Education Specialist I |
| 5182 | Extended Education Specialist II |
| 2802 | Educational Television Program Director, SDSU |

APPENDIX D

Employees in the following classifications are eligible for overtime compensation.

Class

Code Classification Title

| | |
|--------------------|--|
| <u>2680</u> | <u>Academic Support Student Employee I</u> |
| <u>2681</u> | <u>Academic Support Student Employee I – On Campus Work Study</u> |
| 2627 | Credential Analyst Trainee |
| 2628 | Credential Analyst I |
| 2630 | Credential Analyst II |
| 2632 | Evaluator I |
| 2633 | Evaluator II |
| 2634 | Evaluator Trainee |
| 2635 | Student Personnel Technician, Financial Aid |
| 2896 | Lead Library Assistant III |
| 2891 | Lead Library Assistant IV |
| 3078 | Student Services Professional I - 10-month* |
| 3079 | Student Services Professional I - 12-month* |
| 3080 | Student Services Professional I - Academic Year* |
| 8518 | Educational Television Program Director – NE |
| 8519 | Extended Education Specialist I – NE |
| 8520 | Extended Education Specialist II – NE |
| 8521 | Student Services Professional II – NE |
| 8522 | Student Services Professional II – Academic Year – NE |
| 8523 | Student Services Professional II – 10-Month – NE |
| 8524 | Student Services Professional III – NE |
| 8525 | Student Services Professional III – Academic Year – NE |
| 8526 | Student Services Professional III – 10-Month – NE |

- 8527 Student Services Professional IV – NE
- 8528 Student Services Professional IV – Academic Year – NE
- 8529 Student Services Professional IV – 10-Month - NE
- ~~9164 Placement Interviewer~~

* With the exception of FLSA mandated overtime, SSP I will remain covered by all provisions of the Agreement which cover classifications listed in Appendix C of the Agreement.

ARTICLE 5

RECONSIDERATION PROCEDURE

Definitions

- 5.1 Request for Reconsideration - The terms "request for reconsideration" or "request" as used in this Article refer to a request filed by an employee for reconsideration of an alleged violation, misapplication, or misinterpretation of a specific written CSU policy governing working conditions or work rules.
- 5.2 Employee - The term "employee" as used in this Article refers to a:
- a. permanent employee
 - b. probationary employee
 - c. temporary employee
- who alleges that they have been directly wronged by a violation of a specific written CSU policy governing working conditions or work rules.
- 5.3 Appropriate Administrator - The term "appropriate administrator" as used in this Article refers to the immediate non-bargaining unit supervisory or management person to whom the employee is normally accountable or who has been designated to respond to the request for reconsideration.
- 5.4 Representative - The term "representative" as used in this Article refers to an employee or an individual within the bargaining unit or representative of the Union who, at the employee's request, may be present at Levels through Level III.
- 5.5 Respond and File - The terms "respond" and "file" as used in this Agreement refer to personal delivery, ~~or~~ deposit in the U.S. mail, or electronic mail ("e-mail"). ~~If mail delivery is used, it shall include a proof of service by mail which shall establish the date of response or filing. The Union and the CSU shall endeavor to use email whenever practicable. If mail delivery is used, the postmark shall establish the date of response or filing.~~ If personal delivery is used, the calendar date of delivery shall establish the date of response or filing. (See Appendix H for Proof of Service form.)

Reconsideration Procedure for Campus Policy/Work Rule

- 5.6 A request for reconsideration filed by an employee alleging a violation, misapplication, or misinterpretation of a specific written campus policy governing working conditions or work rules shall be processed pursuant to provisions 5.7 - 5.15.

Informal Level

- 5.7 An employee shall have the right to present an informal request for reconsideration and to have such request considered in good faith by an appropriate administrator.
- 5.8 An employee, whenever possible, shall attempt to resolve an alleged policy violation with the appropriate administrator. A resolution of the alleged policy violation shall not be precedent-setting.
- 5.9 If the issue is not resolved through informal discussions, the employee may file a Level I formal request for reconsideration with the appropriate administrator no later than twenty-one (21) days after the event giving rise to the request, or no later than twenty-one (21) days after the employee knew or reasonably should have known of the event giving rise to the request.

Level I - Formal

- 5.10 The formal request for reconsideration shall state clearly and concisely on a form, an example of which appears as Appendix F:
- a. the specific written CSU policy or rule alleged to have been violated, misapplied, or misinterpreted;
 - b. a detailed description of the reasons for the request, including names, dates, places and times necessary for a reasonable understanding;
 - c. the remedy sought;
 - d. the name, classification, address, telephone number, and signature of the employee;
 - e. the name, address, and telephone number of the representative, if any; and

f. the date of submission at each level.

- 5.11 An appropriate administrator shall hold a meeting with the employee at a mutually acceptable time and location. At this meeting, pertinent information may be presented, orally or in writing, to the appropriate administrator. The appropriate administrator shall respond to the employee in writing no later than twenty-one (21) days after the Level I meeting.
- 5.12 In the event the reconsideration request is not settled at Level I, the employee may file with the President, no later than fourteen (14) days after the Level I response, a Level II request for reconsideration. The employee shall include in the request a written statement indicating the reason that any proposed settlement at Level I was unsatisfactory.

Level II - Presidential Review

- 5.13 The President may hold a meeting with the employee at a mutually acceptable time and location. At this meeting, pertinent information may be presented, orally or in writing, to the President. The President shall respond to the employee in writing no later than twenty-one (21) days after the filing of the Level II request or twenty-one (21) days after a Level II meeting, if such a meeting occurs.
- 5.14 No amendments and/or modifications to the request shall be made by the employee after the Level II filing date.
- 5.15 The Level II response shall be a final decision.

Reconsideration Procedure for Systemwide Policy/Work Rule

- 5.16 A request for reconsideration filed by an employee alleging a violation, misapplication, or misinterpretation of a specific written systemwide policy governing working conditions or work rules shall be processed pursuant to provisions 5.7 - 5.15 above.
- 5.17 In the event such a request for reconsideration is not settled at Level II, the employee may file a Level III request for reconsideration with the Office of the Chancellor no later than fourteen (14) days after the Level II response.

Level III - Chancellor's Office

- 5.18 A designated individual in the Office of the Chancellor may hold a meeting with the employee at a mutually acceptable time and location. The designated individual in the Office of the Chancellor shall respond to the employee in writing no later than twenty-one (21) days after the filing of the Level III request, or twenty-one (21) days after a Level III meeting if such a meeting is held. This response shall be a final decision.

General Provisions

- 5.19 Failure of the employee to comply with the time limitations of this Article shall render the request null and void and bar subsequent filing of the request.
- 5.20 Failure by the appropriate administrator, or the President, to respond in a timely manner under this Article shall permit the request to be filed at the next level.
- 5.21 Prior to filing a request, the employee and representative, if any, shall each be provided with one (1) hour release time for preparation and reasonable time for presentation of the request for reconsideration at the Informal Level.
- 5.22 After the request has been filed, a representative and the employee shall be provided reasonable release time for the purpose of preparation and presentation of the request.
- 5.23 Both parties agree that files pertaining to a request for reconsideration shall be confidential.
- 5.24 The parties, by mutual agreement, may consolidate requests on similar issues at any level.
- 5.25 A decision by an employee to submit a request for reconsideration pursuant to the terms of this Article shall constitute a waiver of all other remedies and access to procedures provided for anywhere else in this Agreement.
- 5.26 Time limits set forth in this Article may be extended by mutual agreement.
- 5.27 An employee may withdraw a Request for Reconsideration at any time. The employee shall not file any subsequent request on the same alleged incident.

- 5.28 The procedure (Article 10, Grievance Procedure, or Article 5, Reconsideration Procedure) utilized by the employee at the Level I filing of the grievance procedure or the Level II filing of the reconsideration procedure shall indicate a final and binding selection of procedures. Prior to the Level II reconsideration request filing, the employee may convert to the alternative procedure without interruption of time limits or sequence of levels.
- 5.29 Except as provided in the paragraph above, an employee may not utilize both Article 10, Grievance Procedure, and Article 5, Reconsideration Procedure, to adjust the allegations arising from a single set of circumstances.
- 5.30 An employee may present Requests for Reconsideration and have such requests adjusted without the intervention of the Union provided that the Employer will not agree to a resolution of the request until the Union has received a copy of the request and the proposed resolution and has been given the opportunity to file a response.
- 5.31 An employee shall not suffer reprisals for participation in the processing of a Request for Reconsideration filed pursuant to this Article.
- 5.32 When the employee alleges a violation, misapplication or misinterpretation of a CSU policy which prohibits sexual harassment and/or discrimination on the basis of race, religion, ancestry, color, sex, sexual orientation, gender identity, gender expression, genetic information, sexual orientation, marital status, age (40 and over), disability, veteran status, marital status, pregnancy, medical condition, and/or national origin, the employee shall file their complaint exclusively pursuant to the procedures in Article 21 (Non-discrimination).

For Academic Professionals of California:

Lee O. Norris

Lee O. Norris
Labor Relations Manager

For the California State University:

Joseph J. Jelincic III

Joseph J. Jelincic III
Assistant Vice Chancellor, Collective Bargaining

ARTICLE 9

CONCERTED ACTIVITIES

- 9.1 Employees shall not engage in strikes or any other concerted activity, including sympathy strikes, which would interfere with or adversely affect the operations or mission of the CSU.
- 9.2 The Union shall not promote, organize, or support any strike or other concerted activity, including sympathy strikes, which would interfere with or adversely affect the operations or mission of the CSU.
- 9.3 The Union shall play a responsible role in preventing any employee from participating in any concerted activity, including sympathy strikes, which would interfere with or adversely affect the operations or mission of the CSU and shall notify employees of such prohibitions.
- 9.3X1** **If the Union engages in a strike in violation of this article, or after the expiration of this Agreement, the CSU will assume that all bargaining unit employees withheld labor which will result in pay being withheld accordingly. If an employee works during a strike, they must inform their appropriate administrator at the start of each workday to ensure they are paid for time worked.**
- 9.3X2** **In order for an employee to utilize sick leave during any strike, a physician's statement or other appropriate verification may be required.**
- 9.4 The CSU agrees that it will not lock out any bargaining unit employee(s).

ARTICLE 10

GRIEVANCE PRCEDURE

Definitions

10.1 Grievance - The term "grievance" as used in this Article refers to a written allegation by a grievant that there has been a violation, misapplication, or misinterpretation of a specific term of this Agreement.

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

- a. permanent employee;
- b. probationary employee; or
- c. temporary employee employed at least thirty (30) consecutive days immediately prior to the event giving rise to the grievance

who alleges in a grievance that they have been directly wronged by a violation of a specific term of this Agreement.

The term "grievant" as used in this Article may refer to the Union when alleging a grievance on behalf of itself, or on behalf of a unit member or group of unit members. The Union shall not grieve on behalf of unit members who do not wish to pursue individual grievances. Whether filing on behalf of itself, a member, or a group of members, there shall be no financial remedy of any kind or any retroactive remedy in cases where the Union fails to identify by the pre-arbitration conference (10.5.E) the unit member(s) who have been directly wronged by a violation of a specific term of this Agreement.

Appropriate Administrator - The term "appropriate administrator" as used in this Article refers to the immediate non-bargaining unit supervisory or management person to whom the employee is accountable, or who has been designated to respond to the grievance informally or at Level I.

Representative - The term "representative" as used in this Article shall be an employee or APC representative who, at the grievant's request, may be present at the Informal Level through Level II. Representation of the employee at Level III shall be by the exclusive representative.

Respond and File - The terms "respond" and "file" as used in this Agreement refer to personal delivery or deposit in the U.S. mail, or transmittal by ~~facsimile or~~ electronic mail ("e-mail"). **The Union and the CSU shall endeavor to use email whenever practicable.** If mail delivery is used, the postmark shall establish the date of response or filing. If personal delivery is used, the calendar date of delivery shall establish the date of response or filing.

~~If facsimile or e-mail is used to either file or to respond, the facsimile transmittal cover letter or the e-mail must be acknowledged as received by the other party.~~

Informal Level

- 10.2
- a. An employee shall have the right to present a potential grievance and to have the potential grievance considered in good faith by an appropriate administrator.
 - b. An employee, whenever possible, shall attempt to resolve a potential grievance informally with an appropriate administrator. A resolution of a potential grievance at the informal stage shall not be precedent-setting.
 - c. If the potential grievance is not resolved through informal discussions, the employee may file a formal Level I grievance with the President no later than either twenty-one (21) days after the event giving rise to the grievance, twenty-one (21) days after the employee knew or reasonably should have known of the event giving rise to the grievance, or twenty-one (21) days after the informal meeting to resolve the grievance.

Level I - Presidential Review

- 10.3
- a. The formal grievance shall state clearly and concisely on a grievance form, an example of which appears as Appendix E:
 1. the specific term of the Agreement alleged to have been violated;
 2. a detailed description of the specific grounds of the grievance, including names, dates, places, and times necessary for reasonably understanding;

3. the remedy sought;
 4. the name, classification, address, telephone number, and signature of the grievant;
 5. the name, address, and telephone number of the representative, if any; and
 6. the date of submission at each level.
- b. The President or their designee shall hold a meeting with the grievant and the grievant's representative within twenty-one (21) days after receipt of the Level I filing at a mutually acceptable time and location. At this meeting, pertinent information may be presented, orally or in writing, to the President or their designee who shall respond to the grievant in writing with a copy to the indicated representative, if any, no later than twenty-one (21) days after the Level I meeting.
 - c. In the event the grievance is not settled at Level I, the grievant may file, no later than twenty-one (21) days after the Level I response, a Level II grievance with the Office of the Chancellor. The grievant shall attach a copy of the Level I response together with any documents presented at that level.
 - d. Prior to the Level I response date, the President may waive all procedures at Level I and expedite the grievance to Level II. The President shall notify the grievant of the expedited grievance. Level II time limits shall commence on the date the grievant was so notified.

Level II - Chancellor's Office

- 10.4
- a. A designated individual in the Office of the Chancellor shall make every effort to hold a meeting with the grievant and/or a designated representative of the grievant at the Office of the Chancellor within twenty-one (21) days of the Level II filing. The parties may conduct this meeting by telephone conference call **or video conference** in the event they are unable to conduct the meeting in person. If the parties are not available to meet within twenty-one (21) days, this period may be extended by mutual agreement, pursuant to provision 10.12. The designated individual in the Office of the Chancellor shall respond to the grievant in writing, with a copy to the indicated representative, if any, no later than twenty-

one (21) days after the Level II meeting, forty-two (42) days after the Level II filing, or twenty-one (21) days after the end of any extension.

- b. No amendments and/or modifications to the grievance shall be made by the grievant after the Level II filing date.
- c. The parties shall present at Level II all issues and evidence related to the grievance. No additional issues and evidence may be presented by the parties after Level II.
- d. In the event the grievance is not settled at Level II, the exclusive representative may, by written notice to the Office of the Chancellor no later than thirty (30) days after the Level II response, file for arbitration of the grievance.

Level III - Arbitration

- 10.5 a. Grievances filed for arbitration following both parties' ratification of this Agreement shall be submitted for hearing to a Permanent Arbitrator. The parties appoint ~~Paul Crost and Michael Prihar~~ Katherine Thompson and Christopher David Ruiz Cameron to serve as Permanent Arbitrators subject to the provisions in 10.5.B. below. This appointment is subject to its acceptance by the Permanent Arbitrators. Each arbitrator shall be assigned cases on an alternating basis. If one arbitrator is assigned a case for which he is temporarily unavailable, the parties may appoint a temporary arbitrator by mutual agreement to hear the specific case. If no agreement is reached then the other permanent arbitrator shall be assigned to the case and each permanent arbitrator shall thereafter again be assigned cases on an alternating basis.

Grievances filed for arbitration prior to both parties' ratification of this Agreement shall be processed in accordance with the prior Agreement. Grievances under this Agreement shall be normally heard in the order that they were filed for arbitration unless the parties mutually agree otherwise.

1. If a witness or advocate for either party will not be available on the date the grievance is scheduled for arbitration, the grievance shall be scheduled on the next date when the Arbitrator, witnesses and advocates are available. In such cases the Parties will work together to try to substitute another case on the date the case was first scheduled.

2. If one or both parties must postpone a scheduled arbitration within the penalty period that would require the payment of cancellation fees, the Permanent Arbitrator will be requested to utilize any cancelled, reserved hearing dates to complete the writing and issuance of pending arbitration awards from previously held hearings. Should there be no pending work for the Arbitrator, cancellation fees shall be borne by the canceling party(ies).
- b. In the event that (1) the appointment is not accepted by either Permanent Arbitrator or (2) either Permanent Arbitrator becomes unavailable, for any reason, to hear cases for a period of four (4) months or more, the parties shall attempt to agree upon a successor Permanent Arbitrator during the next thirty (30) day period. If no agreement is reached, the parties will use the remaining Permanent Arbitrator. If both Permanent Arbitrators become unavailable as described above the parties shall attempt to agree upon a successor Permanent Arbitrator or Arbitrators during the next thirty (30) day period. If no agreement is reached, the parties will use the procedures of the Voluntary Labor Arbitration Rules of the American Arbitration Association to select arbitrators to hear grievance disputes on a case-by-case basis. Permanent Arbitrators may be replaced at any time upon mutual agreement of the parties.
 - c. If an arbitrability question exists, a two-stage hearing will be required. The parties, pursuant to the procedures described herein, shall select an arbitrator to convene a formal hearing and render a written decision relative to the question of arbitrability.
 1. If the grievance is found not arbitrable, the grievance shall be deemed null and void.
 2. If the grievance is found arbitrable, the arbitrator shall hear the merits of the grievance. This provision shall not prohibit the parties from mutually agreeing to address both the arbitrability and merits of the grievance in one hearing, or from mutually agreeing to select a second arbitrator to hear the merits of the grievance.
 3. Nothing contained herein shall prevent the parties from settling the grievance prior to the second arbitration hearing.

4. The arbitrator's decision on arbitrability shall be in writing and shall set forth their findings, reasonings, and conclusions on the issues submitted.
- d. At least twenty-one (21) days prior to the scheduled date of arbitration, there shall be a pre-arbitration conference at which representatives of the parties shall discuss issue statements, documents and evidence to be presented at the hearing.
- e. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply at Level III, except when the specific language of this Agreement is in conflict, in which case the specific language of the Agreement shall apply.
- f. It shall be the function of the arbitrator to rule on the specific grievance. The arbitrator shall be subject to the following limitations:
 1. The arbitrator's awards shall be based solely upon the evidence and arguments appropriately presented in the hearing and upon any post-hearing briefs.
 2. The arbitrator shall have no power to alter, add to, detract from, or amend the provisions of this Agreement. The arbitrator shall be without power to make any recommendation which requires the commission of an act prohibited by law, or which is violative of the specific terms and conditions of this Agreement.
 3. The arbitrator shall not consider any issue not raised by the parties at Level II of this Agreement.
 4. The arbitrator shall not make an award which will supersede the substance of the President's professional judgment. The arbitrator shall not make awards concerning the amount, or granting or denial of performance pay, nor shall they have authority to order monetary relief in any grievance concerning the performance pay program.
 5. The award of the arbitrator may or may not include back pay provided, however, that any back pay award shall not be in excess of twenty-four (24) months salary less the difference of any compensation including unemployment benefits that the employee received. Under no circumstances may interest be included in an award.
 6. Except as provided in Article 4, the standard of review for the arbitrator is whether the CSU violated a specific term of the Agreement.

7. The arbitrator's decision on the merits shall be in writing and shall set forth their findings, reasonings, and conclusions on the issues submitted.
 8. A final decision or award of the arbitrator shall be made within thirty (30) calendar days of the close of the hearing or submission of post-hearing briefs.
- g. The arbitrator's award shall be final and binding upon both parties.
 - h. 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 the parties, except as provided in provision 10.5.A.2.
 - i. Upon appointment, the Arbitrator shall have authority to rule on pre- and post-hearing procedural disputes between the parties, including hearing continuances and/or extensions of briefing schedules. Such decisions shall be in writing and made on a case-by-case basis based on the facts of the situation.
 - j. Except as provided in this provision 10.5.J, all hearings shall be held on the campus on which the formal Level I grievance arose and was filed **or by video conference**. The following types of hearings shall, at the request of either party, be held **by video conference** or at a mutually agreeable location in the Los Angeles area: (1) arbitrability hearings that do not involve any campus witnesses (excluding APC stewards and the campus Employee Relations Designee), and (2) arbitrability or merits hearings for a grievance accepted by the Chancellor's Office as a systemwide grievance.

General Provisions

- 10.6 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 the 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.

- 10.7 Prior to filing a grievance, the potential grievant and representative, if any, shall each be provided with one (1) hour release time for grievance preparation and reasonable time for grievance presentation at the Informal Level.
- 10.8 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.
- 10.9 A reasonable number of witnesses for a grievant who are CSU employees shall be provided with reasonable release time for presenting testimony at an arbitration hearing. Within one (1) year of such arbitration hearing, such a witness shall arrange with the appropriate administrator and work an amount of reassigned time equal to the amount of worktime lost due to serving as a witness.
- 10.10 The parties agree that all grievance files and/or the content of grievance meetings shall be confidential. Grievance records shall be kept in a file separate from the grievant's personnel file.
- 10.11 An employee may present grievances and have such grievances adjusted without the intervention of the exclusive representative as long as adjustment is reached prior to arbitration. Such adjustment shall be consistent with the terms of the written Agreement then in effect. Once a request for arbitration has been made, the Employer will not agree to a resolution of a grievance until the exclusive representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 10.12 Time limits set forth in this Article may be extended by mutual agreement.
- 10.13 In cases where it is necessary for the grievant or their representative to have access to information for the purpose of investigating a grievance, the grievant or their representative shall make a written request for such information to the appropriate administrator. The grievant or their representative shall have access to all information which would assist in pursuing the grievance exclusive of information defined as "confidential" or "personal" pursuant to the Information Practices Act of 1977 or the HEERA.
- 10.14 Except for cases already assigned to an arbitrator, 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.

- 10.15 By mutual agreement, a grievance may be filed at the step at which the authority to resolve the grievance resides.
- 10.16 A grievant may withdraw a grievance at any time. The grievant shall not file any subsequent grievance on the same alleged incident.
- 10.17 The parties, by mutual agreement, may consolidate grievances on similar issues at any level.
- 10.18 A grievance settled prior to a final arbitration award shall not be precedent-setting.
- 10.19 A decision by the APC to submit a grievance to arbitration shall automatically be a waiver of all other remedies (except as provided otherwise by statute).
- 10.20 No representative or agent of the exclusive representative may solicit complaints or grievances during the employee's worktime.
- 10.21 An employee shall not suffer reprisals for participation in the processing of a grievance filed pursuant to this Article.

ARTICLE 11

PERSONNEL FILE

- 11.1 One (1) official personnel file shall be maintained for each employee in an office designated by the President for that purpose and in a format designated by the President. The term "personnel file" as used in this Agreement shall refer to the one (1) official personnel file used in personnel actions. A log (including, but not limited to, name, date and purpose) shall be maintained to record all access to an employee's personnel file by any non-Human Resources employee or by a Human Resources employee for the purpose of making a personnel decision/recommendation. An employee shall normally be sent a copy of any material to be placed in the personnel file at the time of placement. An employee shall be provided with a copy of material which could lead to an adverse personnel action no later than fourteen (14) days after the placement of such material in their personnel file. Where the file is maintained in an electronic format, the data shall be maintained on a password protected secure system.
- 11.2 An employee shall have the right of access to reports, documents, correspondence, and other material officially maintained in their campus personnel file.
- 11.3 An employee may request an appointment for the purpose of inspecting their personnel file. Such requested appointments shall be scheduled during normal business hours. The manner of inspection shall be subject to reasonable conditions.
- 11.4 An employee may be accompanied by a person of their choice when inspecting their personnel file.
- 11.5 Following receipt of an employee's written request, the campus shall, within a reasonable period of time established by the campus, provide a copy of all requested material. The employee shall bear the cost of duplicating such materials, except as provided for in Article 10, Grievance Procedure, or Article 18, Evaluation, or when such materials have bearing on disciplinary action or corrective action matters.
- 11.6 If, after examination of their records, an employee does not agree with the contents of any material in the file, the employee may submit a written rebuttal. This written rebuttal shall become part of the employee's personnel file.
- 11.7 If, after examination of their records, an employee believes that any portion of the material is not accurate, relevant, or complete, the employee may request, in writing, correction of the record. Within twenty-one (21) days of an employee's request for

correction of the record, the President shall notify the employee in writing of their decision regarding the request. If the President denies the request, the President shall state the reason(s) for denial in writing, and this statement shall be sent to the employee. If the President grants the request for correction of the record, the record shall be corrected. The employee shall be sent a copy of the corrected record and a written statement that the incorrect record in question has been permanently removed from the employee's personnel file.

- 11.8 Final personnel decisions relating to promotion, retention, permanency for permanent or probationary employees shall be based primarily on material contained in the employee's personnel file and open to the employee's inspection. Final personnel decisions relating to disciplinary actions shall be based primarily on material contained in the employee's personnel file and open to the employee's inspection.
- 11.9 If a personnel decision as referenced in provision 11.8 above must be based on information not contained in the employee's personnel file, that information shall be committed to writing and this written statement shall be a part of the employee's personnel file. An employee may request the effective date of any pending personnel action based on such information be extended by the appropriate administrator to allow the employee to utilize procedures outlined in provisions 11.6 and 11.7 of this Article. The appropriate administrator shall respond in writing. Such a request shall not be unreasonably denied.
- 11.10 Materials submitted by an employee during a performance evaluation shall be deemed incorporated by reference in the official personnel file, but need not be physically placed in the file. An index of such materials shall be prepared by the employee and submitted with the materials. Such an index shall be permanently placed in the personnel file. Materials incorporated by reference in this manner shall be considered part of the personnel file for the actions set forth in provision 11.8 of this Article. Upon the completion of a performance evaluation, indexed materials may be returned to the employee.
- 11.11 No one shall have access to pre-employment materials in the personnel file, except when such access is required pursuant to the Information Practices Act of 1977 or when such material may have an effect on a personnel action under consideration.
- 11.12 Attendance and payroll records maintained separately from the personnel file may be reviewed by the employee within a reasonable period of time after the request is made. Such attendance and payroll records shall be excluded from provisions of Article 11, Personnel File.

- 11.13 Upon the employee's request, a reprimand in the personnel file shall be permanently removed three (3) years from its effective date, **unless such reprimand is related to workplace violence, discrimination, harrassment or retaliation as determined by Human Resources or other appropriate department.** If a notice of disciplinary action has been served on the employee and such a reprimand is related to the disciplinary action, this provision shall not be implemented.
- 11.14 Employees' personnel files shall be held in confidence and shall be subject to inspection only by persons with official business.
- 11.15 The classification/reclassification of a position to which an employee is assigned shall not be considered a personnel decision as defined in provision 11.8 above.

ARTICLE 20

LEAVES OF ABSENCE WITH PAY

Judicial Leave

- 20.1 An employee who serves on jury duty shall receive their regular salary only if they remit 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 or compensatory time off (CTO) to cover the time off.
- 20.2 An hourly employee shall be eligible for time off with pay for jury duty only for those hours they were scheduled to work.
- 20.3 An employee who is called for jury duty shall promptly notify the appropriate administrator and shall make efforts to arrange jury duty at a time least disruptive to their work schedule.
- 20.4 The employee is required to notify in writing 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.

Military Leave

- 20.5 Emergency military leave, temporary military leave, and indefinite military leave shall be granted to eligible employees in accordance with state and federal law. This provision shall not be subject to Article 10, Grievance Procedure, of this Agreement.

Absence as a Witness

- 20.6 Employees serving as court-subpoenaed witnesses or expert witnesses in the interest of the CSU shall seek the payment of witness fees. Whenever possible, employees 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.

- 20.7 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. 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 or CTO shall be used in such cases.
- 20.8 An employee who is party to a suit or who is an expert witness not serving in the interest of the CSU shall appear on their own time and may seek the payment of witness fees. The employee shall be charged vacation or CTO, and if no vacation or CTO is available, the employee shall be docked for the period of absence.

Bereavement Leave

- 20.9 For each death of a significantly close person, upon request to the President, the employee shall be granted five (5) days leave with pay.
- 20.10 A leave granted in accordance with provision 20.9 above may be supplemented in accordance with the bereavement provision in Article 19, Sick Leave, if requested by the employee.
- 20.11 The term "significantly close person" as used in this Article shall mean:
- The employee's spouse or registered domestic partner;
 - The employee's; and/or spouse's (or registered domestic partner's): parent, step-parent, grandparent, great-grandparent, sibling, child or grandchild (including foster, adopted, and step), parent's siblings;
 - The employee's child-in-law;
 - A person living in the immediate household of the employee, except domestic employees, roomers, boarders, and/or roommates.
- 20.12 The employee shall give notice of the need to use bereavement leave to the Appropriate Administrator as soon as possible. Upon return to work, and only upon request, the employee shall provide the name and relationship of the deceased.

Citizen's Necessity Leave

- 20.13 Any non-citizen unit member who is completing a process for becoming a U.S. citizen upon written request may be granted two (2) hours time off without loss of pay to attend oath of allegiance ceremonies.
- 20.14 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.

Parental Leave

- 20.15 An employee shall be entitled to up to thirty (30) workdays "parental leave" with pay, which shall commence within sixty (60) days after the arrival of each new child(ren). The maximum benefit of thirty (30) workdays with pay within any twelve (12) month period shall be provided in connection with the arrival of a new child(ren) and the placement of one (1) or more foster children with the employee or the employee's spouse or registered domestic partner. **Effective for leaves beginning on or after July 1, 2026, the maximum benefit will be increased to fifty (50) workdays.**

Parental leave shall be taken consecutively and in full-day increments unless mutually-agreed otherwise by the employee and the appropriate administrator. Such leave runs concurrently with any other related leaves for which the employee is eligible.

Parental leave shall be provided in connection with either:

- a. The birth and ongoing care in the employee's home of a child(ren) with the employee, employee and their spouse or the employee and their registered domestic partner, or
- b. The placement of a child(ren) in the employee's home, for the purpose of adoption or foster care, with the employee, the employee and their spouse, or the employee and their registered domestic partner.

An exception to the requirement for the child(ren) to be in the employee's home shall be made when the employee provides documentation that the child(ren) is in the

hospital or the child(ren) is with the spouse or registered domestic partner in another location and the employee is going to that location to care for the child(ren).

Organ Donor and Bone Marrow Leave

- 20.16 Upon presentation of written verification that they are organ or bone marrow donors and there is a medical necessity for the donation, employees who have exhausted all available sick leave are eligible for the following leaves of absence with pay:
- a. A paid leave of absence not exceeding thirty (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 (5) consecutive calendar days in any one year period to any employee who is donating their bone marrow to another person.

ARTICLE 21

NON-DISCRIMINATION


- 21.1 The CSU prohibits discrimination on the basis of 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 as 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 successors¹. The Non-Discrimination Policy is formerly known as Executive Order 1096.
- 21.2 An employee, who alleges discrimination, harassment, retaliation or sexual misconduct in violation of the CSU systemwide 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~~ **California Civil Rights Department**.

For Academic Professionals of California:

Lee O. Norris

Lee O. Norris
Labor Relations Manager

For the California State University:



Joseph J. Jelincic III
Assistant Vice Chancellor, Collective Bargaining

¹ References to “successor” or “superseding” Executive orders and/or Technical Letters in this article shall not be taken as a waiver of APC’s right to request to meet and confer over proposed changes to matters within the scope of representation, and/or on proposed changes that have reasonably foreseeable impacts on matters within the scope of representation.

ARTICLE 22

LEAVES OF ABSENCE WITHOUT PAY

- 22.1 A full-time employee or a less than full-time permanent employee may be granted a full or partial leave of absence without pay. Leaves of absence without pay shall normally be limited to one (1) year.
- 22.2 Leaves of absence without pay may be granted in accordance with this Article for the following purposes or reasons:
- a. loan of an employee to another governmental agency;
 - b. outside employment that would lessen the impact of a potential layoff or a layoff;
 - c. temporary incapacity due to illness or injury;
 - d. Parental leave;
 - e. Military leave;
 - f. Pregnancy Disability leave;
 - g. to care for a “significantly close person” as defined in provision 20.11 with a serious health condition; and/or
 - h. other satisfactory reasons.

Leaves of absence without pay granted for C., D., E. and F. above shall also be subject to Article 19, Sick Leave. Leaves under G. above to care for a “significantly close person” other than a child, parent, registered domestic partner, or spouse of the employee shall not be considered a family care and medical leave.

- 22.3 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. The applicant shall receive a written response regarding granting or denial of the leave within thirty (30) days.
- 22.4 Family and medical leave (“FML”) 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, or to care for a child, parent,

registered domestic partner, spouse, 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 this Article.

- 22.5 Parental leave shall refer to a leave for the purpose of a parent preparing for the arrival of a new infant and the care of a new infant.

A permanent employee is entitled to a parental leave without pay of up to twelve (12) months upon their written request, subject to the conditions of provision 22.12 of this Article. This leave shall satisfy the family care leave requirements of permanent employees for reason of the birth of a child of the employee, the placement of an infant child with an employee in connection with the adoption or foster care of the child by the employee, or to care for an infant child who has a serious health condition. At least thirty (30) days prior to the ending date of the leave, the employee shall inform the appropriate administrator in writing of their intention to return from leave. Changes in the terms of the leave may be made by mutual agreement of the appropriate administrator and the employee.

- 22.6 The amount of parental leave that may otherwise be granted under Article 22 may be reduced by the amount of FML granted to an eligible employee for reasons set forth in this Article.

Family Care or Medical Leave

- 22.7 The family and medical leave provisions in this Article incorporate both the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) and will be denoted by FML. An employee who has at least one (1) academic year or twelve (12) months of service is entitled to FML.

- 22.8 Eligible employees may take up to twelve (12) weeks of FML for an FML qualifying event within a twelve (12) month period.

- 22.9 An FML-qualifying event is 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, spouse, registered domestic partner, sibling, grandparent, ~~or~~ grandchild, or Designated Person of the employee who has a serious health condition; or for the employee's own serious health condition.

As set forth in Government Code Section 12945.2, a Designated Person is any “individual related by blood or whose association with the employee is the equivalent of a family relationship.” A Designated Person is identified at the time the employee requests the leave and is limited to one Designated Person per 12-month period.

- 22.10 When the appropriate administrator becomes aware that an employee has taken or intends to take time off for an FML-qualifying event as defined in Article 22.9, the employee may be asked to provide documentation from a medical professional asserting that there is an FML-qualifying reason. FML-qualifying leaves may be designated as FML.
- 22.11 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.
- 22.12 Before granting a family leave for the serious health condition of a child, parent, registered domestic partner, spouse, sibling, grandparent, ~~or grandchild~~ **or Designated Person** the President may require certification of the serious health condition from the health care provider.
- 22.13 Upon expiration of the period which the health care provider originally estimated that the employee needed to care for the child, parent, registered domestic partner, spouse, sibling, grandparent, ~~or grandchild~~ **or Designated Person** the President may require the employee to obtain re-certification if additional leave is requested.
- 22.14 FML is unpaid leave; however, employees shall utilize appropriate leave credits prior to being placed on any unpaid portion of FML.
- 22.15 If an employee asks to use vacation or other paid time off without reference to an FML-qualifying purpose, the CSU may not ask the employee if the leave is for an FML-qualifying purpose.
- 22.16 If the employer denies the employee’s request to use vacation or other paid time off and the employee then provides information that the requested time off is or may be for an FML-qualifying purpose, the employer may inquire further into the reasons for the absence. If the absence is FML-qualifying, employees shall utilize appropriate leave credits in accordance with this Article.

- 22.17 When FML is granted for an eligible employee's own serious health condition, an employee shall use applicable leave credits, including sick leave, vacation, compensatory time off (CTO) and Personal Holiday before going on any unpaid portion of FML. However, if the leave is due to the employee's own serious health condition and also qualifies as an Industrial Disability Leave (IDL) Temporary Disability, or Non-Industrial Disability Leave (NDI), the appropriate guidelines shall apply.
- 22.18 When FML is taken by an employee to care for an eligible family member or Designated Person, employees must utilize all accrued vacation, personal holiday, compensating compensatory time off (CTO) that they are eligible to take prior to utilizing any unpaid period of FML.
- 22.19 An employee may use sick leave for the care of the immediate family as defined in provision 19.11 or Designated Person during the period of family leave upon mutual agreement between the employee and appropriate administrator, and the use of such sick leave during the period of family leave shall not be limited to forty (40) hours as required in provision 19.12 of this Agreement. The use of sick leave shall be in accordance with the appropriate provisions of Article 19 of this Agreement.
- 22.20 Family and medical leave are separate and distinct from the right of a female employee to take a pregnancy disability leave under Government Code Section 12945, subdivision (b) (2). If a female employee takes part or all of the maximum four (4) months of pregnancy disability leave, she 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 parental leave available to a permanent employee pursuant to provision 22.5 of this Article.
- 22.21 An employee shall provide the President with reasonable 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 possible will be provided. In cases of emergency, when no advance notice is possible, written notice of the need for leave shall be provided within five (5) working days of learning of the need for the leave.
- 22.22 If the employee's need for family leave is foreseeable due to the planned medical treatment or planned supervision of a child, parent, registered domestic partner, ~~or~~ spouse or Designated Person 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.

- 22.23 The granting of a family care or medical leave assures to the employee a right to return to their former position or a comparable position upon expiration of the family leave. If the former position and any comparable position have 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 lay off 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.
- 22.24 An employee on family care or medical leave shall retain employee status and shall continue to accrue seniority points pursuant to Article 33 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. However, if any paid portion of the family care or medical leave is less than twelve (12) weeks, upon request of the employee to continue coverage, the CSU shall continue to make Employer contributions toward health, dental and vision coverage for the unpaid remainder of the twelve (12) week period. If an employee fails to return at the end of the family care or medical leave, the CSU may require repayment of insurance premiums paid during the unpaid portion of the leave. The CSU shall not require repayment of premiums if the employee's failure to return is due to their serious health condition or due to circumstances beyond the employee's control.
- 22.25 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.
- 22.26 Upon the expiration of an authorized leave of absence without pay, an employee has the right to return to their former position or an equivalent position within their classification and the time lost shall not constitute a break in service.
- 22.27 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.

- 22.28 Service credit shall not be granted to an employee on a leave of absence without pay, except when the leave is granted pursuant to provision 8.17, Article 8, Union Rights, or when the President determines that the purpose of the leave is of benefit to the campus and expressly grants such service credit.
- 22.29 When requested by the President, an employee granted a leave of absence without pay shall provide verification that the conditions of the leave were met.
- 22.30 An employee on a leave of absence without pay for more than fifteen (15) working days may opt to continue their benefits at their own expense. An employee on a leave of absence without pay for fifteen (15) working days or less shall receive benefits only if the employee earns a sufficient amount to cover their share of any benefit costs.

Military Leave

- 22.31 An eligible employee who is the spouse, registered domestic partner, child, parent or “next of kin” of an injured, covered service member is eligible for Service Member Care Leave pursuant to the Fiscal Year 2010 National Defense Authorization Act and related laws. Employees eligible for Service Member Care Leave are eligible for a total of twenty-six (26) work weeks of leave without pay, which includes Service Member Care Leave and the twelve (12) weeks of leave available for any other FML-qualifying event within a twelve (12) month period.
- 22.32 An eligible employee with family members in the regular Armed Forces, National Guard or Reserves is entitled to Military Exigency Leave pursuant to the Fiscal Year 2012 National Defense Authorization Act and related laws. Military Exigency Leave is FML for the purpose of addressing issues which may arise from a covered military member’s deployments or call to active duty to a foreign country. The length of time off from work varies under Military Exigency Leave based on type of leave taken and shall be deducted from the twelve (12) week FML entitlement.

For Academic Professionals of California:

For the California State University:

Lee O. Norris

Lee O. Norris
Labor Relations Manager



Joseph J. Jelincic III
Assistant Vice Chancellor, Collective Bargaining

ARTICLE 23

SALARY

23.1 The salary schedule that pertains to employees in this bargaining unit shall be the schedule found in Appendix G of this Agreement.

Employees may receive salary adjustments on the salary schedule due to General Salary Increases (GSIs) and/or in-range progressions.

23.2 An employee shall be assigned to a rate within the open salary range appropriate to their classification.

23.3 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) three percent (3%).~~

~~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.~~

~~For fiscal year 2023/2024, effective July 1, 2023 all bargaining unit employees in active pay status (or on leave) at the time of processing shall receive a GSI of five percent (5%).~~

~~If the CSU agrees to provide another CSU bargaining unit with a General Salary Increase in excess of 5% for fiscal year 2023/24, then the Union may request to re-open negotiations on Provision 23.3b for fiscal year 2023/24. The request must be made within 60 days of final ratification of such an agreement. A General Salary Increase is understood to be an across-the-~~

~~board percentage increase, in the same amount, for all employees in that bargaining unit. In the event the Parties are unable to reach agreement each Party retains their contractual and statutory rights (e.g., the ability to proceed to impasse procedures).~~

*For fiscal year 2024/2025, effective July 1, 2024 all bargaining unit employees in active pay status (or on leave) as of that date shall receive a GSI of ~~four percent (4%)~~ **of five (5%) percent.***

*For fiscal year 2025/2026, the Union and CSU shall have the option to re-open negotiations on Article 23, Article 24, and Article 32 (Salary and Benefits) by providing a written request after the Governor has released the 2025/2026 May Revision, but prior to July 31, 2025. **These negotiations may include implementation of a step system.***

*For fiscal year 2026/2027, the Union and CSU shall have the option to re-open negotiations on Article 23, Article 24, and Article 32 (Salary and Benefits) by providing a written request after the Governor has released the 2026/2027 May Revision, but prior to July 31, 2026. **These negotiations may include implementation of a step system.***

Salary scale maximums and minimums for all classifications shall be increased by the amount of the General Salary Increases. These changes will be effective as of the date of the General Salary Increase in each fiscal year of this Agreement.

Bonus/Stipend Programs

- 23.4 a. Bonus/stipend programs shall be established as provided below. Such programs shall consist of one-time lump-sum payments to employees which are not re-occurring base salary increases. The funding for the Bonus/Stipend Programs was established from monies set aside (\$1,112,709, inclusive of benefits) pursuant to the parties' 2000-2003 Agreement.

Upon the expiration of this Agreement, the bonus programs provided in this Agreement shall continue in effect utilizing the available funds as specifically provided in this Agreement, unless modified in accordance with HEERA. However, CSU shall not be required to provide additional funds for the bonus programs during the term of this contract or in future contracts unless such additional funds are provided in a successor collective bargaining agreement. The parties agree to maintain the bonus/stipend programs in 23.4 of the Agreement until June 30, ~~2027-2024~~.

The parties agree that for Fiscal Years 2024/25, 2025/26 and 2026/27 ~~2022/23 and 2023/24~~, the Merit Bonus pool created in Fiscal years 2005/06 and Fiscal Year 2006/07 (\$762,300) will be added to the monies available for the Budget Shortfall Mitigation (BSM) Bonus.

b. Long-Term Service (LTS) Bonus Program

A lump-sum bonus shall be paid to all eligible employees who, during any of the fiscal years 2003/04 through the expiration of this Agreement complete a 5-year anniversary of continuous campus employment beginning at the employee's 10th year (employee's 10th, 15th, 20th, 25th, 30th, 35th, 40th, etc. years of qualified monthly service on the campus).

To be eligible, the employee must not have received disciplinary action as defined by Article 12.1 (B) during the five (5) year period immediately preceding the employee's appropriate 5-year anniversary (10th, 15th, 20th, 25th, 30th, 35th, 40th, etc.). Years in which an employee is under formal investigation for or has a disciplinary action under Article 12.1 (B) pending resolution, will not count toward or against the five (5) year eligibility period. For eligible employees paid on a 12-month basis, the bonus amount shall be equal to five percent (5%) of the employee's monthly salary rate as of the employee's 5-year anniversary date, multiplied by twelve (12). Eligible employees on other pay plans shall receive an appropriate pro-rata amount. Each employee's bonus amount shall be expressed as a percentage of the employee's previous calendar year's earnings (including overtime, if any).

For employees with a time base, qualified monthly service is defined as a month in which the employee is in pay status for eleven (11) or more workdays, regardless of the number of hours of work each day. For intermittent employees, any month in which an employee works at least forty-two (42) hours will count as a month of qualifying service.

A year of qualifying service means twelve (12) consecutive pay periods and ten months of qualifying service for a 10-month or 10/12 employee; twelve (12) consecutive pay periods and eleven (11) months of qualifying service for an 11/12 employee; twelve (12) consecutive pay periods and twelve (12) months of qualifying service for a 12-month employee; and completion of one (1) full academic year of qualifying service for an academic year employee.

The Long-Term Service Bonuses for each fiscal year shall be paid no later than September 1 following the end of the fiscal year.

Decisions regarding the granting or denial of a Long-Term Service Bonus shall not be subject to Article 10, Grievance Procedure. However, APC may grieve an alleged violation of a specific term of this provision 23.4, subject to provision 10.5.F.4.

c. Educational Achievement Stipend (EAS) Program

The Educational Achievement Stipend Program established in the parties' 2000-2003 Agreement shall be continued for employees who receive a master's and/or doctoral degree during the term of this Agreement. The amount of each stipend for a master's degree shall be \$2,272.37, and the amount of each stipend for a doctoral degree shall be \$2,840.46. Educational Achievement Stipends shall be paid out of available bonus/stipend funds as specified in provision 23.4.A above, provided sufficient funds are available from the pool of \$1,112,709. If sufficient funds are not available, the parties will meet to discuss whether to reduce the amount of the stipends or to delay some or all of the payments until the next year in which sufficient funds are available.

The Educational Achievement Stipends for each fiscal year shall be paid no later than September 1 following the end of the fiscal year for those employees who are on the payroll on August 1 following the end of the fiscal year.

d. Budget Shortfall Mitigation (BSM) Bonus Program

In each fiscal year of this Agreement, all active or on-leave bargaining unit employees with a time base as of May 1 of the applicable fiscal year shall receive a Budget Shortfall Mitigation Bonus. The amount of the BSM Bonus shall be the same amount for each full-time employee and a pro-rated amount, based on time base, for each part-time employee.

The amount of each year's bonus will be determined by dividing the remaining bonus/stipend funds by the number of eligible full-time equivalent bargaining unit employees. The remaining funds are the funds in the pool of \$1,112,709, inclusive of benefits (established pursuant to the parties' 2000-2003 Agreement) less the funds paid for that fiscal year's Long-Term Service Bonuses and Educational Achievement Stipends.

Should the BSM Bonus be less than \$100.00 per full-time equivalent bargaining unit employee, the bonus will not be paid and the pool available for the BSM Bonus will be rolled over to the next fiscal year's funds available for BSM Bonuses.

BSM Bonuses will be paid no later than November 1 immediately following each fiscal year.

Merit Bonus Program

- 23.5
- a. The Merit Bonus Program funds shall be dedicated to providing one-time, lump-sum bonuses awarded in recognition of above average performance on a project, recognition of one-time or special project performance, for members of a team in recognition of their performance as a team based on criteria established by the campus, above average performance in general, or other significant contributions to the campus and/or CSU community.
 - a. The Merit Bonus Program award shall be expressed as a percentage of gross pay for the period of time of performance for which the bonus is awarded.
 - b. The decision of the President, the President's designee, or other appropriate administrator as to who is to receive a Merit Bonus Program award and/or the amount of an award shall not be subject to Article 10, Grievance Procedure. However, APC may grieve an alleged violation of a specific term of this provision 23.5 subject to provision 10.5.F.4.
 - c. All funds in the Merit Bonus Program pool shall be awarded prior to the end of the fiscal year in which the funds are available.
 - d. For Fiscal Years 2024/2025, 2025/2026 and 2026/2027 ~~2022/2023 and 2023/2024~~ there will be no merit bonuses from the Merit Bonus Program pool. The monies in the pool will be combined with monies available for the Budget Shortfall Mitigation Bonus and awarded as a Budget Shortfall Mitigation Bonus.
 - e. In addition to the Merit Bonus Program pool established for General Fund employees, a similar pool shall be established for all non-General Fund employees on each campus. The amount of the Merit Bonus Program pool for non-General Fund employees shall be the same percentage amount of their

salaries and related benefit costs as is the case for General Fund employees. An individual campus may augment its General Fund Employee Merit Bonus Program pool above the amount specified in the Agreement, and the non-General Fund Merit Bonus pool may exceed the amount provided for herein.

Salary Stipends

23.6 An employee may receive a monthly salary stipend for additional work assigned by an Appropriate Administrator. These additional work assignments are to be made in writing and must have a specific beginning and ending date.

Nothing in Article 23.6 will supersede any other provision of the Collective Bargaining Agreement (e.g., Article 28 – Hours of Work).

The Appropriate Administrator's decision regarding the stipend shall be final, and shall not be subject to the Grievance Procedure.

Salary Adjustments Due to Reclassification

23.7 When an employee is reclassified to a classification with a lower salary range within the same series, the appropriate rate in the salary range shall be determined by considering any previous related service in a higher or lower class. Notwithstanding the above, in no case shall the new salary exceed the rate previously received in the higher class.

23.8 When an employee is reclassified to a classification with a lower salary range in another series, the appropriate rate in the salary range shall be determined by the appropriate administrator. Notwithstanding the above, in no case shall the new salary exceed the rate previously received in the higher class. Determination of the appropriate rate in such cases shall be made by applying the criteria that would normally be used for making an initial appointment to that class.

23.9 When an employee is reclassified to a classification with a higher salary range, the appropriate rate in the salary range shall be determined by the appropriate administrator. The rate in the higher salary range shall be an increase of at least five percent (5.0%).

Additional Bonus Programs - Campus Funded

- 23.10 The CSU may award lump-sum bonuses (not permanent increases in base salary) for reasons identified below. Such bonuses may be awarded at the discretion of the President at any time and only for the following three (3) reasons:
- a. A recruitment bonus may be offered to a candidate as an inducement to commit to employment with the CSU. If the candidate does not complete the probationary period, the bonus must be returned to the CSU.
 - b. A retention bonus may be awarded to an employee for staying with the CSU and who is in a position in a classification that is critical to the ongoing operations of the CSU, is in short supply in the labor market, and is a difficult to recruit for classification. The requirements for the retention bonus must be in writing. The minimum time period that an employee must commit to stay with the CSU in order to receive a retention bonus is twelve (12) months.
 - c. A critical skills bonus may be awarded to an employee who possesses and uses skills that are necessary and critical to the ongoing operations of the CSU. The employee must be actively using the skills in order to receive the bonus.
 - d. Provision 23.10 shall not be subject to Article 10, Grievance Procedure. The decision of the President to award or not award a bonus under this provision, or regarding the amount of such a bonus, shall be final and non-grievable. However, APC may grieve an alleged violation of a specific term of this provision 23.10, subject to provision 10.5.F.4.
 - e. The bonuses in this provision 23.10 shall be campus funded.
- 23.11 For non-exempt employees, all bonus and stipend awards provided by this Agreement are based on a percentage of the employee's annual gross salary, including overtime.

In-Range Progression - Campus Funded

- 23.12 An increase in an employee's pay rate within a salary range of a classification due to increased responsibilities and skills of the employee, in recognition of extraordinary performance, or for market or pay equity reasons, is referred to as in-range progression.

A request for an in-range progression review may be submitted by the appropriate administrator or employee ~~or manager~~. Employee initiated in-range progression requests shall be submitted to Human Resources. An employee shall not submit a request for an in-range progression prior to twelve (12) months following submission of any prior in-range progression request by the employee. Review of an in-range progression request shall be completed within ninety (90) days.

When an in-range progression occurs, the appropriate salary increase shall be determined by the President. Such increases shall be campus funded. This provision 23.12 shall not be subject to Article 10, Grievance Procedure. The decision of the President to award or not award an in-range increase under this provision, or regarding the amount of such increase, shall be final and non-grievable. However, APC may grieve an alleged violation of a specific term of this provision 23.12, subject to provision 10.5.F.4.

Information Reports

- 23.13
- a. The name, classification and campus of each recipient of a GSI, an in-range progression increase or other base salary increase, together with the salary as of June 30th and the dollar amount of each increase awarded each recipient, shall be reported annually to the APC Statewide Office no later than ninety (90) days following the end of each fiscal year. Increases shall also be reported by amount of increase, gender and ethnicity (but without individual names) for each campus. Reports shall identify all increases, including performance awards, by category: GSI, in-range progression increase, or other base salary increase.
 - b. Reports containing information described in 23.13.A above regarding Long-Term Service Bonuses (described in provision 23.4.B), Educational Achievement Stipends (described in provision 23.4.C), Merit Bonuses (described in provision 23.5) and Bonuses described in provision 23.9 shall be provided annually to the APC Statewide Office no later than ninety (90) days following the end of each fiscal year.
 - c. A report containing information described in 23.13.A above regarding Budget Shortfall Mitigation Bonuses (described in provision 23.4.D) shall be provided annually to the APC Statewide Office no later than ninety (90) days following payment of the bonuses.

ARTICLE 32

WORK ENVIRONMENT

- 32.1 An employee or group of employees may make recommendations and suggestions regarding maintenance/improvement of a professional work environment.
- 32.2 When such recommendations and suggestions are submitted to the appropriate administrator in writing, the appropriate administrator shall respond in writing giving the disposition of such recommendations or suggestions.

Library Privileges

- 32.3 In addition to current library privileges of unit members, an employee who teaches a university-approved course shall be entitled to full library privileges.

Recreational Facilities

- 32.4 Employees shall have access to campus recreational facilities during non-scheduled work hours unless the President has determined that such access interferes with the authorized use of the facilities. The standard campus fee may be charged for the use of CSU-operated facilities. The use of campus recreational facilities by employees, except when part of an assigned duty, shall be wholly voluntary and shall not be considered as time worked.

Parking

- 32.5 Employees wishing to park at any CSU facility shall pay the CSU parking fees. The CSU shall provide for payroll deductions for this purpose upon written authorization by the employee. Parking fees may be increased at any time during the fiscal year, but campuses may not increase parking fees more than once per fiscal year.

For the 2024/2025 fiscal year, parking fees may be increased one time by up to two dollars (\$2) per month, but in no case greater than the amount paid by students at the time of the increase.

For the 2025/2026 fiscal year, parking fees may be increased by up to two dollars (\$2) per month if the Parties agree to a General Salary Increase in the fiscal year, but in no case greater than the amount paid by students at the time of the increase.

For the 2026/2027 fiscal year, parking fees may be increased by up to two dollars (\$2) per month if the Parties agree to a General Salary Increase in the fiscal year, but in no case greater than the amount paid by students at the time of the increase.

~~Parking rates shall not be increased more than the percentage of any agreed upon General Salary Increase in Fiscal Year 2022/2023 and 2023/2024.~~ The increase may apply to all staff parking rates, which could include daily, monthly, semester and/or annual permits.

- 32.6 For the duration of the agreement, the campus shall not substantially reduce the availability of non-reserved staff parking for the use of APC represented staff with non-reserved parking permits.

APC represented employees employed at two or more campuses shall not be required to purchase multiple parking passes. Procedures to implement the terms of this provision shall be determined by the CSU.

ARTICLE 33

LAYOFF

- 33.1 When the President determines that a layoff is necessary on a campus because of a lack of work or lack of funds, the following procedures shall apply.
- 33.X1 The President may consider alternative programs to mitigate layoffs prior to implementation of the procedures in this Article. If the President determines such a program is appropriate, the CSU will notify the Union.**
- 33.2 When the CSU determines that there is a need for implementation of any procedures outlined in this Article, the CSU agrees to immediately notify the Union, and upon written request, meet and confer with APC on the bargaining unit impact. The campuses will copy the Union Steward, or the statewide APC office if the campus does not have a Union Steward, on layoff letters to employees.
- 33.3 Involuntary reduced worktime shall refer to an involuntary reduction in the time base of full-time employees in one (1) or more classifications within the bargaining unit, and shall be subject to this Article.
- 33.4 ~~At least forty five (45) days prior to the effective date of a layoff of a permanent employee, or thirty (30) days prior to the effective date of a layoff of a temporary or probationary employee, shall be made available. Response to these programs will be evaluated by the President to determine whether they will effectively mitigate the need to layoff.~~ **After providing the initial notice of layoff to an employee, the President shall make available** voluntary programs to avoid and/or mitigate layoff including, but not limited to, reduced worktime, unpaid leaves of absence (per Article 22), and use of the 10/12 and/or 11/12 pay plans (per provisions 27.1 – 27.9).
- 33.5 ~~Student assistants performing work that is the same as, or comparable to, the work performed by a probationary or permanent employee in a classification within an organizational unit undergoing layoff shall be separated prior to laying off any probationary or permanent employee in the classification within the organizational unit undergoing layoff.~~
- ~~33.6 When the CSU determines that there may be a need for implementation of any procedures in Article 33, Layoff, the number of student assistant hours and the~~

~~number of administrators shall not be increased for the purpose of performing bargaining unit work.~~

Order of Layoff

33.7 Layoff shall be within classifications determined by the President. Ten (10/12) month, eleven (11/12) month, twelve (12) month and academic year positions with the same class title shall, for the purposes of layoff, be considered a single class. The order of layoff shall be:

- a. first, intermittent employees;
- b. second, temporary employees;
- c. third, probationary employees;
- d. last, permanent employees.

Intermittent employees who perform work on an irregular basis may be excluded from layoff at the discretion of the President. Temporary and probationary employees in a classification shall be separated or laid off before permanent employees in the same classification. Non-reappointment of an intermittent or temporary employee does not constitute a layoff.

Temporary and Probationary Employees

33.8 The President shall establish the order of layoff for temporary and probationary employees in a classification by considering only the following factors:

- a. specialized skills and competency of the employee in relation to program need;
and
- b. documentable meritorious service of the employee.

Permanent Employees

- 33.9 The order of layoff for permanent employees in a classification shall be in reverse order of seniority.
- 33.10 A permanent employee who possesses documentable specialized skills that are needed for the program, not possessed by other employees in classification(s) undergoing layoff, may be excluded by the President from the layoff list.

Computation of Seniority Points for Permanent Employees

- 33.11 All seniority points calculated for and earned by permanent employees prior to June 30, 1983 shall remain unchanged. Such seniority points shall serve as the base to which additional seniority points, earned pursuant to the terms of this Agreement, shall be added. The computation of seniority points pursuant to the following provisions shall replace the existing method of computation for points earned subsequent to June 30, 1983. Thereafter, seniority points shall be calculated and provided to the Union by the Office of the Chancellor upon written request by the Union or those campuses that have notified APC of a layoff of Unit 4 employees.
- 33.12 Full-time permanent ten (10/12) month employees, eleven (11/12) month employees, twelve (12) month employees, and academic year employees shall earn one (1) seniority point of service credit in a given class for each qualifying month of employment. Part-time employees holding permanent status shall earn seniority points proportional to the time base served. In no case shall a permanent employee earn more than twelve (12) seniority points per year.
- 33.13 For the purpose of computing permanent employee seniority credit, length of service includes continuous time served on the campus as a temporary, probationary or permanent employee and is counted from the date of appointment to the current class held, consistent with provision 33.14 below plus any service in classes of equal or higher rank on the campus which has not been interrupted by a permanent separation. The term "class of equal rank" as used in this Article shall mean a class of not more than one-half (1/2) step (approximately two and one-half (2-1/2) percent) above or below the maximum salary of the employee's current class.

The term "class of higher rank" as used in this Article shall mean a class which has a maximum salary of more than one-half (1/2) step (approximately two and one-half (2-1/2) percent) above the maximum salary of the employee's current class.

- 33.14 After ratification of this agreement, a Unit 4 employee may be temporarily reassigned to serve in either an MPP or non-represented classification for up to twenty-four (24) months without the employee having a break in continuous service or losing prior earned seniority points. After twenty-four (24) months there will be a break in continuous service for the purposes of retaining Unit 4 seniority.
- 33.15 Service in another bargaining unit does not count for seniority purposes in Unit 4, but it does not count as a break in continuous service for the purposes of retaining previously earned Unit 4 seniority.
- 33.16 Seniority credit is counted from the first calendar month of appointment to the current classification held, or upon the return from leave without pay status (when such leave does not count for seniority credit pursuant to provision 33.18), if the appointment or return date is on or before the fifteenth (15th) calendar day of that month. Seniority credit is counted from the second calendar month of appointment to the current classification held, or upon the return from leave without pay status (when such leave does not count for seniority credit pursuant to provision 33.18), if the appointment or return date in the first calendar month is after the fifteenth (15th) calendar day in that month.
- 33.17 Seniority credit upon separation from a classification, or upon the commencement of leave without pay status (when such leave does not count for seniority credit pursuant to provision 33.18), shall terminate effective the end of the calendar month preceding the date of separation or leave if the date of separation is on or before the fifteenth (15th) calendar day of the month of separation. Seniority credit upon separation from a classification, or upon the commencement of leave without pay status (when such leave does not count for seniority credit pursuant to provision 33.18), shall extend until the end of the calendar month of separation or leave if the date of separation is after the fifteenth (15th) calendar day of the month of separation.
- 33.18 All time spent in family care, military, disability, loan of an employee to another governmental agency or leave with pay status shall count toward the accumulation of seniority points. All other time spent in leave without pay status, as well as periods of suspension without pay, shall not count toward the accumulation of seniority points; however, such time shall not constitute a break in continuous service.
- 33.19 In the event a class is abolished or the use of the class restricted and a new class established in its place, all time served in the prior comparable class shall be counted as service in the new class.

Tie-Breaking in the Order of Layoff

33.20 A tie exists when two (2) or more permanent employees in a classification undergoing layoff have the same number of seniority points.

33.21 The President shall break ties in establishing the layoff order of permanent employees by considering documentable specialized skills and the competencies of the employee.

33.X2 If the President is unable to break the tie pursuant to provision 33.21, the following method will be used:

- **In comparing CSU Employee Identification Numbers, the employee with the lowest last digit remains.**
- **If a tie still exists, the employee with the lowest second to last digit remains.**
- **The process continues until the tie no longer exists.**

Employee Notice of Layoff

33.22 Except as provided in Article 13, Appointment, a temporary, or probationary employee who is to be laid off shall receive notice of such layoff from the President no later than thirty (30) days before the effective date of layoff.

33.23 A permanent employee who is to be laid off shall receive notice of such layoff from the President no later than forty-five (45) days prior to the effective date of layoff.

33.24 **All notices of layoff shall be in writing and mailed by certified mail, return receipt requested, to the employee's last known mailing address. Notice of a layoff should be in-person, which includes virtual, and will be accompanied by a written notice (via hand or electronic delivery). A Proof of Service shall then be completed and retained by the campus.**

When a campus determines an in-person meeting is not practicable, notice shall be mailed with tracking to the employee's last know address.

Employee Options in Lieu of Layoff

- 33.25 A permanent employee who has received a notice of layoff may exercise their right to elect transfer to any vacancy on the campus in the bargaining unit for which they are currently qualified. Such qualifications shall be determined in the normal manner. When two (2) or more such permanent employees elect transfer to the same vacancy in accordance with this provision, the employee to be transferred shall be selected on the basis of any of the following factors:
- a. specialized skills and competencies of the employee; and
 - b. documented meritorious service of the employee.
- 33.26 A permanent or probationary employee who has received a notice of layoff may elect to be transferred or demoted to any classification in which they have served as a permanent employee during the period preceding the layoff, provided the class has not been abolished, there has been no break in service, and the employee is currently qualified for the position. If the class has been abolished and the University determines a comparable class has been established, the employee may, in accordance with the foregoing, transfer to the new class. An employee who elects transfer or demotion pursuant to this provision shall have their seniority points recomputed, pursuant to provisions of this Article, on the basis of the class to which they are moving.
- 33.27 In order to elect the options in provisions 33.25 - 33.26 above, an employee must notify the campus Human Resources Office in writing not later than seven (7) days after receiving the notice of layoff.
- 33.28 An employee replaced by the demotion or transfer of an employee who has received a notice of layoff shall have the same rights as outlined in provisions 33.25 and 33.26 above of this Article.

Reemployment Rights

- 33.29 In the event that intermittent bargaining unit work is available, such work shall first be offered to employees on the Article 33.30 reemployment list if the employee was in the classification series of the intermittent position and is qualified to perform the work. Offers of intermittent work shall first be offered to the most senior employee on the reemployment list in the classification series and in descending order of seniority, provided the employee is qualified to perform the work.

Declining intermittent work shall not negatively affect the employee standing on the Article 33.30 reemployment list.

33.30 The name of a laid off permanent employee shall be entered on a reemployment list by class in order of seniority. A name may remain on a reemployment list for five (5) years. It is the obligation of the laid off person to notify the campus of address change.

33.31 Position vacancies in a class for which there are names of qualified individuals on the reemployment list shall not be filled without first making an offer of reemployment to those on the list. If any individual on the reemployment list declines two (2) such offers, the employee waives their reemployment rights. An individual on a reemployment list may request inactive status for up to one (1) year.

33.X3 The following process will be used to offer reemployment:

- **The campus will contact the employee by telephone and email to offer the employee reemployment.**
- **If the employee has not accepted or declined the offer of reemployment within two (2) business days, then the campus will mail the offer to the employee's last known mailing address.**
- **The employee has fourteen (14) days from the date of the first telephone call and email to accept or decline the offer of reemployment.**
- **If the employee fails to respond within the fourteen (14) day period, the offer will be considered declined.**

33.32 An employee reemployed under the conditions of this Article shall retain permanent status rights, service credit (subject to California Public Employees' Retirement System (CalPERS) regulations), salary rate, sick leave, and seniority credits they held at the date of layoff.

33.33 The CSU **shall post all bargaining unit vacancies to the CSU Careers Website (<http://csucareers.calstate.edu>).** ~~shall provide a job clearinghouse to advise and inform employees in classifications undergoing layoff of employment opportunities at other campuses. The services of the clearinghouse shall be available upon request to permanent employees in receipt of a notice of layoff or former permanent employees on a reemployment list.~~ A campus may not fill a vacancy without ascertaining whether such an employee or former employee has applied. If such an employee has applied for a vacancy, their application shall be

considered, and if qualified for the vacant position, they shall be granted an interview. Such qualifications shall be determined in the normal manner.

ARTICLE 34

DURATION AND IMPLEMENTATION

- 34.1 This Agreement shall become effective upon ratification by both parties and shall remain in full force and effect up to and including June 30, ~~2027~~ 2024.
- 34.2 All contractual provisions changed from the prior Agreement shall be effective upon ratification of this Agreement by both parties except that wherever a date is specifically indicated herein as the effective date for a change, such specifically indicated date shall govern.
- 34.3 Negotiations for a successor agreement shall commence when one of the parties delivers to the other its proposals in writing, no earlier than February 1 and no later than March 1, immediately preceding the expiration of this agreement.
- 34.4 Any term(s) of this Agreement which is deemed 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(s). 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.

MEMORANDUM OF UNDERSTANDING

CONTRACT EXTENSION – APC/CSU

September 3, 2024

The California State University (“CSU”) and the Academic Professionals of California (“APC”), collectively referred to as the “Parties,” hereby agree to the following:

The Parties have reached a Tentative Agreement to a successor Collective Bargaining Agreement, which expired on June 30, 2024. In light of the Tentative Agreement, the Parties agree to extend the terms of Collective Bargaining Agreement, retroactively, from July 1, 2024 until either the date the Tentative Agreement is ratified by both Parties, or until one party notifies the other party in writing that the ratification of the Tentative Agreement was not successful.

For Academic Professionals of California:

For the California State University:

Dagoberto Argueta

Dagoberto Argueta (Sep 3, 2024 20:15 PDT)

Dagoberto Argueta

President



Joseph J. Jelincic III

Assistant Vice Chancellor, Collective Bargaining