

CSU proposal 1
12-17-19
Status quo

Time _____

Passed 11:00 am
TA 2/5/20 2:04 pm
Wiley

ARTICLE 5

EFFECT OF AGREEMENT

- 5.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union each voluntarily relinquishes and waives the right, and each agrees that the other shall not be obligated at any time during and throughout the term of this Agreement, to modify any terms or conditions of this Agreement.
- 5.2 This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings, policies, and prior practices related to matters included within this Agreement. It is understood that, in the absence of a specific expressed provision in this Agreement to the contrary, all CSU policies and procedures for employee wages, hours, and other terms and conditions of employment shall remain in effect unless changed in accordance with provision 5.3.
- 5.3 The CSU shall provide notification to the Union of proposed changes in written policies within the scope of representation, or with reasonably foreseeable impacts on matters within the scope of representation, in sufficient time to permit meeting and conferring on that policy, if so requested by the Union. The Union shall advise the CSU Chancellor's Office of any change of the official notification address. The current address is listed under the "Contact Us" section of the Teamsters Local 2010 website.

Passed 2:41 pm

ARTICLE 19

LEAVES OF ABSENCE WITHOUT PAY

Unauthorized Leaves of Absence

2/4/20 2:14 T/A
h. Helling ~~SA~~

19.1 Automatic Resignation

- a. The President shall have the right to terminate an employee who is absent for five (5) consecutive workdays without securing authorized leave from the President. Such a termination shall be considered to be an automatic resignation from CSU employment as of the last day worked. All unauthorized absences, whether voluntary or involuntary, shall apply to the five (5) consecutive workday limitation. The five (5) day period referred to above shall commence at the beginning of the first shift of such absence and shall be deemed to have been completed at the end of the employee's scheduled work hours on the fifth consecutive date of unauthorized absence.
- b. The President shall notify the employee that the University will be terminating him/her by automatic resignation under this Article. This notification requirement shall be satisfied either by service in person or by certified mail to the employee's last known address and shall include:
 1. the dates the employee was absent without leave;
 2. the intended effective date of the employee's resignation; and
 3. the employees appeal rights under this Article.
- c. If the employee responds to the President by certified mail, return receipt requested, within twenty-one (21) calendar days of notification as defined above, the employee will be provided with the opportunity for a pre-termination review in accordance with the current campus practice for State Personnel Board hearing appeals. The President may agree to extend the employee's time to respond. This pre-termination review will be conducted by a campus administrative officer designated by the President. No termination shall be final until a decision is made by the administrative officer. This decision shall be transmitted by certified mail to the employee's last known address and shall state:

1. whether the employee was absent for five (5) consecutive workdays;
 2. whether the employee had proper authorized leave to be absent; and
 3. whether the employee should be or is being terminated by automatic resignation. If an action other than automatic resignation is proposed, it shall be stated along with the reasons for its use.
- d. Any employee who is terminated by the President under this provision may, within twenty-one (21) days after mailing of the President's decision, request a hearing of the matter by the State Personnel Board as provided in Section 89539 of the Education Code. A request for a hearing by the State Personnel Board must be filed with the State Personnel Board with a copy to the President within the twenty-one (21) day time requirement noted above.
- e. Any employee who is reinstated under this provision shall not be paid salary for the period of unauthorized absence.
- f. Provision 19.1 of this Article 19, Leave of Absence Without Pay, shall supersede Section 89541 of the California Education Code.

Other Leaves of Absence Without Pay

- 19.2 A permanent full-time employee is entitled to parental leave without pay of up to twelve (12) months upon her/his written request. At least thirty (30) days prior to the ending date of the leave, the employee shall inform the appropriate administrator in writing of her/his 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.
- 19.3 A full-time or part-time permanent employee may be granted a full or partial leave of absence without pay for up to one (1) year.
- 19.4 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. Family Care and Medical Leave; and
- e. other satisfactory reasons.

Leaves without pay granted for "d" above shall also be subject to Article 18, Leaves of Absence with Pay. Periods of disability related to pregnancy are subject to the provisions of Article 18, Leaves of Absence With Pay.

- 19.5 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 appropriate administrator. The appropriate administrator shall determine if such a leave shall be granted and the conditions of such a leave.
- 19.6 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 appropriate administrator.
- 19.7 Service credit shall not be granted to an employee on a leave of absence without pay.
- 19.8 A leave so granted assures to the employee a right to return to his/her former position or a position within his/her classification upon expiration of the leave and the time lost shall not constitute a break in service.
- 19.9 When requested by the appropriate administrator, an employee granted a leave of absence without pay shall provide verification that the conditions of the leave were met.
- 19.10 An employee on a leave of absence without pay for more than fifteen (15) days may opt to continue his/her fringe benefits at his/her own expense. Upon written request of an eligible employee as defined in Article 25, Benefits, the CSU shall provide a system for the continued payment of his/her insurance premiums including health and dental benefits during the period of unpaid leave of absence. During this period, such an employee shall pay both the employee's and the CSU's contributions. The CSU shall not advance such payments. Such an employee shall pay all contributions prior to the date each payment is due. Failure to pay such premiums will result in coverages lapsing unless the employee makes other arrangements.

Family Care and Medical Leave

- 19.11 An employee who has met the requirements of either the California Family Rights Act (CFRA) or the Family Medical Leave Act (FMLA), ~~has one (1) year of service, and has actually worked 1250 hours in the twelve (12) months preceding the request for leave,~~ is entitled to a family care and medical leave without pay under that Act.
- 19.12 Employees may take up to a total of twelve (12) weeks of family care and medical leave in a 12-month period.
- 19.13 An employee may be granted family care and medical leave for the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, or to care for a child, parent or spouse or registered domestic partner of the employee who has a serious health condition, or for the employee's own serious health condition.
- 19.14 For family care and medical leave taken for reason of the birth of a child or adoption/foster care of a child by an employee, any leave taken shall be initiated within one (1) year of the birth of a child or placement of child with the employee in the case of adoption/foster care.
- The period of the family care and medical leave granted to an employee for the birth of a child shall run concurrently with the period of leave available to an employee under Education Code Section 89519.
- 19.15 The amount of family leave that may otherwise be granted under this article may be reduced by the amount of family care and medical leave granted to an employee for reasons set forth under provisions 19.11 through 19.26.
- 19.16 Before granting a family care and medical leave for the serious health condition of a child, parent or spouse, the Employer may require certification of the serious health condition from the health care provider.
- 19.17 Upon expiration of the period which the health care provider originally estimated the employee needed to care for the child, parent or spouse, the Employer may require the employee to obtain re-certification if additional leave is requested.

- 19.18 Family care and medical leave shall be leave without pay except that an employee must utilize his/her personal holiday and all accrued vacation that he/she is otherwise eligible to take during the otherwise unpaid period of the family care and medical leave.
- 19.19 An employee may use accrued sick leave during the period of family care and medical leave upon mutual agreement between the employee and appropriate administrator. Such requests for sick leave shall be made in accordance with Article 18 of this Agreement.
- 19.20 Family care and medical leave is separate and distinct from the right of a female employee to take a pregnancy disability leave under Government Code Section 12945, subdivision (b)(2). If a female employee takes part or all of the maximum four (4) months of pregnancy disability leave, however, she may request up to twelve (12) weeks additional family care and medical leave.
- 19.21 An employee shall provide the Employer with written notice of a need for family care and medical leave within five (5) working days of the date the event necessitating the leave becomes known to the employee.
- 19.22 If the employee's need for family care and medical leave is foreseeable due to the planned medical treatment or planned supervision of a child, parent or spouse with a serious health condition, the employee shall provide the Employer not less than fourteen (14) days notice of the need for 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 Employer.
- 19.23 Family care and medical leave may be deferred until the employee complies with the provisions of this Article.
- 19.24 A family care and medical leave so granted assures to the employee a right to return to his/her former position or a comparable position upon expiration of the family care and medical leave. If the former position and any comparable position has ceased to exist due to legitimate business reasons unrelated to the leave, the Employer shall make reasonable accommodation by alternative means. The family care and medical leave

shall not constitute a break in service for the purposes of length of service and/or seniority under this Agreement.

- 19.25 During a family care and medical leave an employee may continue to participate in benefits to the same extent and under the same conditions as would apply to any other personal leave of absence without pay pursuant to this Agreement. However, if any paid portion of the family care and medical leave is less than 12 weeks, the CSU shall continue to make employer contributions toward health, dental and vision coverage for the unpaid remainder of the 12-week period, unless coverage is canceled by the employee. If an employee fails to return at the end of the family care and medical leave, the CSU may require repayment of insurance premiums paid during the unpaid portion of the leave. The CSU shall not require repayment of premiums if the employee's failure to return is due to his/her serious health condition or due to circumstances beyond the employee's control.
- 19.26 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.
- 19.27 If there are changes to state or federal law during the term of this Agreement that require CSU to amend any of the provisions relating to leaves without pay covered by this Article then, pursuant to article 5.3 of this Agreement, the CSU will provide notification of the changes that have reasonably foreseeable impacts on matters within the scope of representation to the union.

CSU proposal 1
12.17.19
Status quo

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ARTICLE 21

OUTSIDE EMPLOYMENT

- 21.1 Outside employment shall not conflict with the regularly scheduled responsibilities and duties of the employee to the CSU.

TA 2/28/20 2:13
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ARTICLE 26

APPRENTICESHIP PROGRAM

Apprenticeship Program

- 26.1 The CSU and Teamsters Local 2010 agree to administer the apprenticeship standards approved by the Joint Apprenticeship and Training Committee (JATC). All CSU apprentices shall be registered with the State of California Department of Apprenticeship Standards (DAS) and with the JATC. The working conditions of Apprentices shall be determined by the JATC.

Joint Apprenticeship Committee

- 26.2 The apprenticeship committee, hereafter referred to as the "Joint Apprenticeship and Training Committee" or "JATC", will represent all of the California State University Campuses and will consist of ten members, five of whom shall be selected by and represent the California State University and five of whom shall be selected by and represent Teamsters Local 2010. In addition, there shall be an apprenticeship consultant representing the Division of Apprenticeship Standards (DAS Administrator) and any other advisors as the committee shall determine. These advisors shall act without vote.
- 26.3 The JATC shall meet on dates mutually agreed-upon by the parties. JATC members shall be released from work without a loss in pay for time spent in attendance at such meetings. Additional release time may be provided on an individual basis to meet special needs related to work schedules, travel requirements and preparation for JATC members for JATC meetings.
- 26.4 Prior to establishing an apprenticeship program on a campus, the campus shall establish a Campus Apprenticeship Sub-Committee (CAS), consisting of four members, two of whom shall be selected by and represent the California State University on that campus and two of whom shall be selected by and represent Teamsters Local 2010 on that campus. By mutual agreement the number of members on the CAS may be increased or decreased.

2-27-2020

- 26.5 The JATC and the CAC shall comply with the DAS Standards and Apprenticeship Handbook created by the JATC.
- 26.6 In addition to the responsibilities of the JATC delineated in the Apprenticeship Standards, the JATC may also elect to:
- a. Explore and, if feasible, develop training to upgrade the skill levels of journey-level employees.
 - b. Explore alternative methods of skill-based training for Apprentices.

Training Fund

- 26.7 The parties agree to explore methods for seeking funding from non-CSU sources in order to establish a Joint Apprenticeship Fund. This fund, once established, shall be administered by the Joint Apprenticeship and Training Committee and shall be used to pay for training and tools for CSU Apprentices.

Working Conditions

- 26.8 All provisions of the CSU/Teamsters Local 2010 Agreement shall apply to apprentices, except for the following sections or modifications:
- a. Provision 2.12 (f), Employee Status, defines the term "Apprentice Employee" as used in this Agreement, as a bargaining unit employee who is serving in a certified CSU Apprentice program for a specified period of time.
 - b. Provisions 2.21 and 2.22 (workday and worktime), shall not include any time spent by apprentices in connection with courses of related and supplemental instruction. All such time shall be non-compensable except for any course of instruction which is given on a job site during worktime.
 - c. The arbitration procedure outline in Article 9, Provisions 9.10 through 9.16 shall not be utilized by apprentices. In lieu of arbitration, the following Level IV and Level V procedure shall apply to apprentices:

1. In the event the grievance is not settled at Level III, the grievant may file a Level IV grievance with the Chair of the Joint Apprenticeship and Training Committee not later than seven (7) days after the receipt of the Level III response. The committee shall meet as a whole within thirty (30) days to hear the grievance.
 2. If the Joint Apprenticeship Committee is unable to resolve or adjust the grievance because of a divided vote, the grievance shall be submitted to the DAS Administrator for final determination. The DAS Administrator shall not have the power or authority to alter, add to, detract from, or amend any provision of the applicable MOU or of the apprenticeship standards.
 3. The parties agree that the standard of review of both the JATC and the DAS Administrator is whether the CSU violated or misapplied a specific provision(s) of the Agreement between the parties as hereby amended.
 4. Any decision by either the JATC or the DAS Administrator shall not establish a precedent.
- d. Article 10 - Appointment, shall have no application to apprentices, except for Section 10.1, 10.3, 10.8 and 10.10.
- a. Article 11 - Probationary Period, shall have no application to apprentices.
- b. Article 12 - Evaluation, shall have no application to apprentices. Evaluation of apprentices shall be made in accordance with the terms of the apprenticeship standards.
- g. Article 20 - Assignment/Reassignment, shall have no application to apprentices.
- h. The parties agree that the words "work schedule(s)" wherever they appear in Article 22, Hours of Work, shall not include scheduled courses of related and supplemental instruction, except for any course of instruction which is given on a job site during worktime.
- i. The parties agree that "overtime" as defined in Provision 23.1 of Article 23, Overtime, shall not include time spent by apprentices in connection with any course of related or supplemental instruction except for any course of instruction given on a job site during worktime.

- j. Article 24 - Salary. Apprentices are eligible for any General Salary Increases (GSI's) which may be negotiated, but are not eligible for Performance-based Salary Increases (PSI's).
- k. The parties agree that Article 27, Training and Development, shall have no application to apprentices except that a fee waiver will be granted for any course of related or supplemental instruction pertaining to apprenticeship authorized by the Joint Apprenticeship Committee which is given by The California State University at a campus within a reasonable driving distance from the apprentice's residence.
- l. Article 30 - Layoff. For the purposes of layoff, apprentices shall at all times during the period of their apprenticeship be considered as "apprentice" employees under Article 29 and will be subject to layoff pursuant to the terms thereof. If an apprentice who is subject to layoff held permanent status in another classification, he/she shall have the right to return to that classification with permanent status in that class.

Apprentice Agreements

- 26.9 Each apprentice agreement shall conform to state law governing apprentice agreements, and shall be signed by the Employer, the Joint Apprenticeship and Training Committee, and the apprentice and must be approved in advance by the Joint Apprenticeship and Training Committee.

Apprentice Standards

- 26.10 The parties agree that each apprentice and/or potential apprentice applicants shall be provided a copy of the Apprenticeship Standards and Qualification Standards for the Apprentice Program. Copies will be available with the Director of Plant Operations.

Completion of Apprenticeship Program

- 26.11 Upon successful completion of CSU Apprenticeship, a CSU apprentice shall be given consideration for current open positions within the classification at their campus.

ARTICLE 27

TRAINING AND DEVELOPMENT

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General Training

- 27.1 An employee wishing work-related training may submit a written request to the appropriate administrator. Such a request may include, but is not limited to, release time with pay, flexible working hours, tuition, and travel. The appropriate administrator shall respond to such requests in writing.
- 27.2 When an employee is required by an appropriate administrator to take work-related training, the employee shall be granted release time for such training if it occurs during working hours. When an employee is required by an appropriate administrator to take work-related training during nonworking hours, such time shall be counted as hours worked for the purpose of computing overtime pay. Appropriate costs for such training shall be borne by the CSU. Documented completion of the training may be required by the CSU for payment.

Employee Fee Waiver

- 27.3 The appropriate administrator may approve requests from all full-time employees and part-time permanent employees for enrollment in a maximum of two (2) CSU courses or six (6) units, whichever is greater, per semester/quarter (exclusive of courses in self-support programs) on the fee waiver program subject to the following conditions:
- a. The course shall be job-related or shall be a part of an approved Career Development Plan.
 - b. The operational needs of the department are met in an orderly and normal manner.
 - c. CSU admission requirements shall be met or waived for an approved Career Development Plan. CSU admission requirements shall not apply for job-related courses.
- 27.4 An employee taking a course(s) subject to provision 27.3 of this Article shall be granted reasonable release time for one (1) on-campus course per semester/quarter. An employee

at the Chancellor's Office shall be granted an amount of time during working hours equal to actual class time.

- 27.5 The course of study for a Career Development Plan will be established by the employee and an appropriate advisor. Career development courses shall relate to future career opportunities and assignments within the CSU.
- 27.6 Employees on a leave of absence who otherwise are eligible to request a fee waiver may request a fee waiver for enrollment in more than two (2) courses per semester/quarter.
- 27.7 In order for an employee to continue participating in this program normal academic standards shall be maintained. Courses taken on the fee waiver program shall be taken for credit and not audited.
- 27.8 A record of completed courses may be placed in the employee's official personnel file.
- 27.9 The term "fee waiver" as used in this Article means a program that waives or reduces fees for employees as listed below:

The following fees shall be fully waived:

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

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

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

An eligible employee enrolled in a doctoral program shall be provided a partial waiver, equivalent to the part-time Graduate Tuition Fee, of the applicable Doctorate Tuition Fee.

Such an employee shall be responsible for paying the difference between the part-time Graduate Tuition Fee and the applicable Doctorate Tuition Fee.

- 27.10 Employees taking CSU courses in addition to the CSU fee waiver courses shall pay the difference between the amount waived and the full State University Tuition Fee.
- 27.11 Participation in the fee waiver program shall entitle an employee to instructional services but not to student services.

Dependent Fee Waiver

- 27.12 Employees eligible for participation in the CSU Fee Waiver Program as defined in provision 27.3 may transfer their existing fee waiver benefit entitlement as defined in provision 27.3 to only one person at a time who is a spouse, **registered** domestic partner, or dependent child up to age 25, subject to the following conditions:
- a. The courses are taken by a spouse, **registered** domestic partner, or dependent child who is matriculated toward a degree and the courses are for credit toward the degree's requirements;
 - b. This fee waiver benefit does not apply to out-of-state tuition, or courses in self-support programs;
 - c. Participation by an eligible employee's spouse, **registered** domestic partner or dependent child is subject to each CSU campus' standard admission and registration policies and procedures.
 - d. For the purposes of this article, a dependent child is defined as: (1) the employee's child or stepchild under age 25 who has never been married; or (2) a child living with the employee in a parent-child relationship who is economically dependent upon the employee, under age 25, and has never been married; or (3) the employee's child or stepchild age 25 or above who is incapable of self-support due to a disability which existed prior to age 25.
- 27.13 The following fees shall be fully waived for a spouse, **registered** domestic partner or dependent child of the employee:
- Application Fee

- Identification Card Fee (if mandatory)
- State University Tuition Fee for courses taken in the Fee Waiver Program.

An eligible spouse, **registered** domestic partner or dependent child enrolled in a doctoral program shall be provided a partial waiver, equivalent to the part-time Graduate Tuition Fee, of the applicable Doctorate Tuition Fee. Such an eligible dependent shall be responsible for paying the difference between the part-time Graduate Tuition Fee and the applicable Doctorate Tuition Fee.

All other fees shall be paid at the regular rates.

- 27.14 A spouse, **registered** domestic partner or dependent child of the employee shall be entitled to student services in addition to instructional services.

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ARTICLE 29

WORK-INCURRED INJURY OR ILLNESS

General Benefits

- 29.1 An eligible employee injured at work may elect to receive either Worker's Compensation Temporary Disability benefits or Industrial Disability Leave (IDL). The campus Human Resource Office shall provide information concerning an individual employee's rights under Non-Industrial Disability Leave, IDL, Temporary Disability, Sick Leave, Catastrophic Leave, Social Security, and/or CALPERS retirement options.

Industrial Disability Leave Benefits

- 29.2 The CSU shall make available to eligible employees Industrial Disability Leave (IDL) Benefits in lieu of Workers' Compensation Temporary Disability for a period not exceeding fifty-two (52) weeks within two (2) years from the first day of disability. The 52-week eligibility period is equivalent to 365 calendar days.
- 29.3 IDL benefits shall be administered in accordance with the CSU policy. This policy is currently codified in the CSU Industrial Disability Leave Administrative Guide that can be obtained through the campus Human Resource Office.
- 29.4 If an employee is unable to work as a result of a work-related injury or illness, he or she may elect to receive Industrial Disability (IDL) payments. IDL provides full pay for the first 22 days of disability. Thereafter, IDL benefits will be equivalent to two-thirds of the employees' salary, payable for the next eleven months of disability.
- 29.5 Upon written notification to CSU by an eligible employee, he/she may elect to supplement IDL payments with his/her accrued sick leave. Such an election shall be made no later than fifteen (15) days after the report of the injury for which the IDL is being paid.

- 29.6 Sick leave supplements shall continue until the employee has exhausted his/her accrued sick leave or until the employee provides to the CSU written notification he/she wishes to discontinue the supplement. Such a notice shall be provided fifteen (15) days prior to the effective date of such a discontinuation.
- 29.7 Sick leave supplements to IDL payments shall not result in the employee receiving a payment in excess of his/her regular salary or wage.
- 29.8 All payments received by an employee while on IDL shall be subject to mandatory and authorized voluntary deductions.

Right of Representation

- 29.9 An employee is entitled to be represented during the IDL process outlined in this Article. This representative may be the Union if requested by the employee.
- 29.10 Each CSU campus will designate a claims coordinator to facilitate the administration of the IDL benefit program while the injured employee is obtaining medical treatment.

Employee Pre-designation of Physician

- 29.11 Unless the injured employee has filed a pre-designation form with the campus Human Resource Office naming the treatment facility or physician of their choice, the injured employee shall be directed to seek treatment for the first thirty (30) days from the date of the work-incurred injury at the campus designated medical facility. Pursuant to California Labor Code Section 4600, the employee designated physician must:
- a. be the employee's primary care physician,
 - b. have treated the employee in the past,
 - c. retain his or her medical records (including medical history) and
 - d. agree to be pre-designated.

Appeal Process

29.12 Alleged violations of this Article and of the CSU IDL policy shall not be subject to the grievance and arbitration procedures of Article 9. However, when an employee has complaints regarding the campus determinations regarding:

- a. the CSU's liability for provision of medical care;
- b. whether the disability was industrially caused; or
- c. regarding eligibility for Workers' Compensation Temporary Disability or IDL payments;

the employee must first seek administrative remedy through the campus Human Resource office in writing within thirty (30) days of the event giving rise to the complaint. If the matter is not resolved to the satisfaction of the employee, he or she may appeal the campus decision to the Workers' Compensation Appeals Board of the Division of Industrial Accidents.

Confidentiality of Medical Records

29.13 The CSU shall maintain the confidentiality of injured employees' medical records pursuant to state and federal laws.

Time _____

ARTICLE 30

LAYOFF

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- 30.1 It is the intent of the Employer to provide stability of employment to the employees.
- 30.2 When the President determines that a layoff is necessary on a campus because of a lack of work and/or a lack of funds, the following procedures shall apply.

A layoff shall refer to an involuntary separation, involuntary reduction in an employee's timebase, or an involuntary pay plan change. Non-reappointment of a temporary employee does not constitute a layoff.

Notice of Layoff

- 30.3 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. The Union may submit a written request to the Office of the Chancellor to meet and confer with the Union on the bargaining unit impact including, but not limited to, voluntary programs, reduced work time, leaves of absence, and any other remedy to mitigate layoffs.

Order of Layoff

- 30.4 Layoff shall be within a defined occupational series grouping as established by Appendix B. The order of layoff shall be:
- first, Limited Hourly employees;
 - second, Temporary employees;
 - third, Apprentices;
 - fourth, probationary employees; and,
 - last, permanent employees.

~~30.5 Non-reappointment of a temporary employee does not constitute layoff.~~

- 30.5 When there is a layoff pursuant to provision 30.2 above, Limited Hourly, temporary, apprentice, and probationary employees shall be laid off in a defined occupational series grouping without regard to length of service. Layoff is to be determined by merit and competency in relation to program needs.
- 30.6 Permanent employees shall be laid off in a defined occupational series grouping as defined in Appendix B in reverse order of seniority.
- 30.7 An 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 pPresident from the layoff list.

Computation of Seniority Points

- 30.8 All employees (Limited Hourly, Temporary, Apprentice, Probationary, and Permanent) earn seniority points but are not credited with these seniority points until they become permanent employees.
- 30.9 Permanent employees shall be credited with seniority points for service in a defined occupational series grouping for each qualifying month of employment as described in provision 30.11 below.
- 30.10 For the purpose of computing permanent employee seniority credit, length of service includes continuous time served as a Limited Hourly, temporary, apprentice, probationary, or permanent employee in a defined occupational series grouping, and is counted from the date of appointment to a class within a defined occupational series grouping.

Time worked is credited as follows:

- a. One (1) seniority point for every month worked on an appointment of more than three-quarters.
- b. Three-quarters (.75) points for every month worked on a three-quarters appointment.
- c. One-half (.5) point for every month worked on a half-time appointment.
- d. Five hundredths (.05) of a point for month worked on an intermittent appointment.

- 30.11 Seniority credit is counted from the first calendar month of appointment to the current classification or classification within a defined occupation series grouping, if the appointment 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 or skill level within a classification held if the appointment is after the fifteenth (15th) calendar day in that month.
- 30.12 ~~Effective July 1, 1996, the~~ parties may mutually agree that an employee may be temporarily assigned to a position in another classification at a salary rate appropriate for the temporarily assigned duties and responsibilities. Such temporary assignment shall not exceed six months (180 days), except by mutual agreement of the parties. A temporary assignment implemented under this provision shall not be considered as a break in service for computation of seniority points, and an employee on such temporary assignment shall retain bargaining unit status.
- 30.13 In no case shall a permanent employee earn more than twelve (12) seniority points per year.
- 30.14 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, as long as both classes are within the same occupational series grouping.

Tie-Breaking in the Order of Layoff

- 30.15 A tie exists when two (2) or more permanent employees in a defined occupational series grouping undergoing layoff have the same number of seniority points.
- 30.16 In establishing the layoff order of permanent employees, ties shall be broken considering only the following factors:
- a. specialized skills and competencies of the employee; and
 - b. documented meritorious service by the employee.

Voluntary Programs to Avoid Layoff

- 30.17 At least seventy-five (75) days prior to the effective date of a layoff, the ~~p~~**President** shall make available voluntary programs to avoid layoff in order to determine whether such programs can effectively mitigate the need to layoff.

30.18 Such programs shall include, but shall not be limited to:

- a. A voluntary reduced worktime program may reduce the time worked by an employee within the workweek or within the workyear.
- b. Leaves of absence without pay in accordance with Article 19 Leaves of Absence Without Pay, of this Agreement.

Notice of Layoff

30.19 A temporary, intermittent, apprentice or probationary employee who is to be laid off shall receive notice of such layoff from the **pPresident** no later than forty-five (45) calendar days before the effective date of layoff.

30.20 A permanent employee who is to be laid off shall receive notice of such layoff from the **pPresident** no later than sixty (60) calendar days prior to the effective date of layoff. Such notice shall be in writing and mailed by certified mail, return receipt requested, to the employee's last known address.

Employee Options in Lieu of Layoff

30.21 A permanent employee who has received a notice of layoff shall have the right to elect transfer to any vacancy for which he/she is currently qualified in the unit at the campus where notice occurred. Such qualification shall be determined in the normal manner. When two (2) or more such permanent employees elect transfer to the vacancy, the employee to be transferred shall be selected on the basis of any of the following factors:

- a. specialized skills and competencies of the employees; and
- b. documented meritorious service by the employee.

30.22 A permanent, probationary, or apprentice employee who has received a notice of layoff may elect to be transferred or demoted to any previously held classification outside of the occupational series grouping in which he/she held permanent status at the campus, provided there has been no break in service.

30.23 In order to elect provision 30.22 or 30.23 of this Article, an employee must notify the campus Personnel Office in writing of his/her election not later than seven (7) calendar days after receiving the notice of layoff.

- 30.24 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 30.22 and 30.23 of this Article.
- 30.25 If an employee elects a demotion in lieu of layoff, he/she shall receive a payment above the maximum in accordance with Article 24, Salary.

Re-employment Rights

- 30.26 The names of laid off permanent **employees** shall be entered on a re-employment list by classification in order of seniority. An employee's name shall remain on the re-employment list until he/she returns to a position within the defined occupational series group in the same classification or lower classification held at the time of layoff and at the same timebase as previously held.

In no case shall a name remain on the re-employment list for more than **3three (three3)** years.

- 30.27 Position vacancies in the same or lower classifications in a defined occupational series group for which there are names of qualified individuals on the re-employment list as established in provision 30.27 above shall not be filled without first making an offer of re-employment to those on the list. If an individual on the re-employment list declines two (2) such offers, he/she waives his/her re-employment rights. An individual on a re-employment list may request inactive status for up to one (1) year.

- 30.28 An employee re-employed under the conditions of this Article shall retain permanent status rights, service credit (subject to PERS regulations), salary step, sick leave, and seniority credits he/she held at the date of layoff.

- 30.29 Provisions of this Article shall apply only to the campus where the layoff occurred, except for provision 30.31 below.

Re-employment Opportunities

- 30.30 The CSU shall post all bargaining unit vacancies on the CSU careers section of the CSU website, thereby making available to employees information regarding employment opportunities at all CSU campuses. Employees in receipt of notice of layoff shall be notified of the opportunity to register online at the CSU Careers website in order to receive RSS feeds,

or emails announcing position vacancies in the bargaining unit. Should such an employee be unable to receive such communications, he/she may request that Teamsters Local 2010 be sent those communications on his/her behalf.

No campus may fill a vacancy without first ascertaining whether there are individuals in the applicant pool who hold reemployment rights under Article 30.27. If such individuals have applied for the vacancy and self-identified as a laid-off employee or an employee in receipt of a layoff, they shall be interviewed.

- 30.31 The number of student work hours in this unit at a campus shall not be increased in the event of layoff of bargaining unit employees at that campus.

CSU proposal 1
12.17.19
Status quo

Time_____

ARTICLE 31

SAVINGS CLAUSE

- 31.1 If any provisions of the Agreement are held to be contrary to law by a court of competent jurisdiction or governmental administrative agency having jurisdiction over the provisions, such provisions will be considered invalid except to the extent permitted by law, but all other provisions of the Agreement shall remain in full force and effect. Any such invalidated provision shall, at the request of either party, be subject to negotiation between the parties but in no event shall the result of such negotiations circumvent the law.

TA
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3:20 PM
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