

*August 8, 2022 – June 30, 2024*

Unit 4 –  
Academic  
Support

APC

Academic Professionals of California

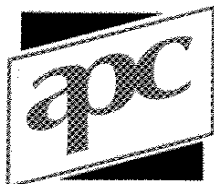
**Collective Bargaining Agreement**

between the

***BOARD OF TRUSTEES OF  
THE CALIFORNIA STATE UNIVERSITY***

and the

***ACADEMIC PROFESSIONALS OF CALIFORNIA***



Academic Professionals of California  
P.O. Box 41237  
Sacramento, CA 95841



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Office of the Chancellor  
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## THE 23 OUTSTANDING CAMPUSES OF THE CSU



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## **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.



## ARTICLE 2

### DEFINITIONS

- 2.1 Appropriate Administrator - The term "appropriate administrator" as used in this Agreement 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 a grievance or appeal. Unit 4 employees cannot be "managerial employees" as defined in 3562 (k) of HEERA, or "supervisory employees" as defined in subsection 3580.3 of the Act. The requirement that the appropriate administrator be the "immediate non-bargaining unit supervisory or management person" means that one Unit 4 employee cannot act as the appropriate administrator in respect of another Unit 4 employee, or group of Unit 4 employees.
- 2.2 Bargaining Unit - The term "bargaining unit" as used in this Agreement refers to the bargaining unit defined in Article 1, Recognition.
- 2.3 Calendar Year - The term "calendar year" as used in this Agreement refers to the period of time from January 1 through December 31.
- 2.4 Campus - The term "campus" as used in this Agreement refers to one university and all its facilities which is a member institution of The California State University. The term "campus" shall also refer to the Office of the Chancellor, when appropriate.
- 2.5 Chancellor - The term "Chancellor" as used in this Agreement refers to the chief executive officer of the CSU or their designee.
- 2.6 CSU - The term "CSU" as used in this Agreement refers collectively to the Trustees, the Office of the Chancellor, and the universities.
- 2.7 Day - The term "day" as used in this Agreement refers to a calendar day. The time in which an act provided by this Agreement is to be done is computed by excluding the first day and including the last day, unless the last day is a holiday or other day on which the Employer is not regularly open for business, and then it is also excluded. Deadlines for an act provided by this Agreement may be extended by mutual agreement of the parties.
- 2.8 Employee - The term "employee," except as defined elsewhere in this Agreement, refers to a bargaining unit member who is a full-time employee, a part-time employee, a probationary employee, a permanent employee, or a temporary employee.

- 2.9 Employer - The term "Employer" as used in this Agreement refers to the Trustees, the Chancellor, the Presidents, or their designees as they may act on behalf of the Employer.
- 2.10 Emergency Temporary Position – The term emergency temporary position shall refer to a position that is required to be filled while the campus conducts a competitive search to fill the vacant position. A person appointed into an emergency temporary position must meet the minimum qualifications for the position. Emergency temporary positions shall not exceed one hundred twenty (120) days, and campuses may not make consecutive/recurring emergency temporary appointments for the same vacant emergency temporary position.
- 2.11 Fiscal Year - The term "fiscal year" as used in this Agreement refers to the period of time from July 1 through June 30.
- 2.12 Full-Time Employee - The term "full-time employee" as used in this Agreement refers to a bargaining unit employee who is serving in a full-time appointment.
- 2.13 Hours Worked - The term "hours worked" as used in this Agreement refers to all time that an employee is required to be on duty, or on the Employer's premises, or at a prescribed workplace for the Employer, and all times during which the employee is suffered or permitted to work for the Employer.
- 2.14 Intermittent Employees – The term “intermittent employee” as used in this agreement refers to employees appointed for a specified period of time to do bargaining unit work on an as needed hourly basis and are paid only for hours worked.
- 2.15 Parties - The term "parties" as used in this Agreement refers to the CSU and the Academic Professionals of California.
- 2.16 Part-Time Employee - The term "part-time employee" as used in this Agreement refers to a bargaining unit employee who is serving in less than a full-time appointment.
- 2.17 Pay Status - The term "pay status" as used in Article 33, Layoff, of this Agreement refers to the time an employee: is in actual work status; is using authorized paid vacation, CTO, or sick leave; or is on a leave of absence for which seniority credit has been authorized.
- 2.18 Permanent Employee - The term "permanent employee" as used in this Agreement refers to a bargaining unit employee who has been awarded permanent status.

- 2.19 President - The term "President" as used in this Agreement refers to the chief executive officer of a university or their designee. The term "President" shall also refer to the Chancellor or their designee, when appropriate.
- 2.20 Probationary Employee - The term "probationary employee" as used in this Agreement refers to a full-time bargaining unit employee who has received a probationary appointment and is serving a period of probation.
- 2.21 Temporary Employee - The term "temporary employee" as used in this Agreement refers to a bargaining unit employee who is serving in a temporary appointment for a specified period of time.
- 2.22 Substitute Temporary Position – The term "substitute temporary position" shall refer to a temporary appointment of more than thirty (30) days to replace a Unit 4 employee who is temporarily absent on a leave of absence. A person appointed into a substitute temporary position must meet the minimum qualifications for the position. Substitute temporary positions shall not exceed one hundred eighty (180) days, or the date on which the incumbent employee returns from leave, whichever is less. Campuses may not make consecutive/recurring substitute temporary appointments for the same substitute temporary position vacancy.
- 2.23 Trustees - The term "Trustees" as used in this Agreement refers to the Board of Trustees of the CSU.
- 2.24 Union - The term "Union" as used in this Agreement refers to the Academic Professionals of California.
- 2.25 Union Representative - The term "Union Representative" as used in this Agreement refers to a bargaining unit member or union officer or staff member who has been officially designated in writing as a Union Representative.
- 2.26 Workday - The term "workday" as used in this Agreement refers to the hours an employee is scheduled for work on any one (1) calendar day.

## ARTICLE 3

### EFFECT OF AGREEMENT

- 3.1 This Agreement constitutes the entire Agreement of the Trustees and the Union, arrived at as a result of meeting and conferring. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties in an expressed written amendment to the Agreement. This Agreement supersedes all previous Agreements, understandings, policies, and prior practices related to matters included within this Agreement.
- 3.2 The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to offer proposals with respect to any subject or 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. Except as provided for in this Agreement, the Employer and the Union, for the life of this Agreement, voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- 3.3 When the CSU determines that a study to develop new classifications or to revise current classifications is necessary, the CSU shall notify the Union. Within fifteen (15) days of such notification, the Union may request a meeting with the CSU to discuss the classification study. Such a meeting shall be held at the Office of the Chancellor.

#### Policies

- 3.4 Notwithstanding the provisions of Article 3 of this Agreement, the Parties agree that certain issues involving the implementation of policies that are within the mandatory scope of representation under HEERA shall be subject to the negotiation and resolution procedures set forth below.

### Scope of Procedure

- a. Only those issues related to the implementation of or changes in policies that:
  1. affect Unit 4 employees; and
  2. are not addressed in the Agreement; and
  3. are within the mandatory scope of representation under HEERA; and
  4. have not been waived by the Unionshall be subject to this procedure.
- b. Further, only those issues where the CSU has given official notice to APC on or subsequent to September 1, 2004 shall be subject to this procedure. Official notice shall be defined as written notice to the APC President at the Union's Statewide Office.
- c. The terms of this procedure shall not apply to policies that are required to be implemented by law.

### Procedure

- a. Upon receipt of the proposed policy, APC will advise the CSU that APC either (1) has no objection to the policy, (2) desires to meet and discuss the proposed policy, or (3) desires to meet and confer regarding the proposed policy.
- b. Bargaining will be required pursuant to this procedure only if the APC has requested in writing to the CSU that it desires to meet and confer on such issue(s) within the time period provided in the notification or within thirty (30) days of receipt of the notification, whichever is longer.
- c. If the conditions set forth in provisions A. and B. above are met, the Parties will meet within thirty (30) days of the Union's request to meet, unless there is mutual agreement to extend the time period in which to meet, to negotiate over any portions of the policy that are within the mandatory scope of representation under HEERA or, in the case of a change in an existing policy, the portions of the change that are within the mandatory scope of representation under HEERA.

- d. If there is a dispute as to whether the conditions set forth in provisions A and B above are met, the parties will meet within thirty (30) days of either party notifying the other of this dispute to discuss whether the policy in question is subject to the procedure set forth in this Article. APC retains the right to challenge before PERB any implementation of a policy alleged by the CSU to be required under law if APC believes the CSU failed to honor a duty to bargain under HEERA. APC also retains the right to challenge before PERB any implementation of a policy regarding which the parties did not agree that the policy (1) was within the mandatory scope of representation, (2) was not already addressed in the Agreement, or (3) had not been subject to waiver by APC.

### Arbitration

- a. After a period of negotiations of no less than sixty (60) days, either Party may request arbitration of any remaining issue(s) in dispute. Upon agreement of the other Party, that request may involve the consolidation of issues dealing with a single issue or type of policy arising on more than one CSU campus.
- b. Upon filing of a dispute for arbitration, the matter shall be set for hearing according to the arbitration procedures under Article 10 of the Agreement.
- c. The arbitrator shall have the authority to resolve any case scheduling disputes that may arise.
- d. The arbitrator may issue a remedy that requires a deletion of the disputed portion(s) of the policy; this decision relative to the disputed portion(s) must be accepted or rejected as a whole. The decision of the arbitrator on disputes presented for resolution under this procedure shall be final and binding on the Parties, unless the CSU decides, after receipt of the decision, not to implement the disputed portion(s) of the policy. If the CSU decides not to implement the policy, the CSU will not bring forward another policy that addresses the same claim or controversy in dispute at that campus or, in the case of system wide policies, another systemwide policy that addresses the same claim or controversy in dispute, until the expiration date of the Agreement. When CSU decides not to implement the policy the CSU shall pay all of the arbitrator's and all of the court reporter's fees when the parties mutually agree to use a court reporter. The arbitrator shall have no power to determine whether the need exists for the implementation of the policy, except that the arbitrator may issue a remedy that requires a deletion of the disputed portion(s) of the policy.

- e. Except as provided in provision C above, policies brought forward for negotiation and resolution under this procedure shall not be implemented in Unit 4 unless (1) agreed by the parties, (2) ordered by the arbitrator, and in the form ordered by the arbitrator, or (3) APC does not exercise its right to bargain pursuant to provision E above.

Duration

- a. Absent an agreement by the parties to the contrary, no cases may be submitted to adjudication under the terms of this procedure after the expiration of this Agreement.

## ARTICLE 4

### SAVINGS CLAUSE

- 4.1 If the University believes that any provision of this Agreement is contrary to law, the University shall provide sixty (60) days' advance notice to the Union that such provision will be of no force or effect, but the remainder of this Agreement will continue in full force and effect. The notification shall include the specific reasons why the University believes that the provision(s) is contrary to law, including reference to relevant court decisions and/or statutory changes or any other relevant adjudicated rulings by an agency or court of competent jurisdiction.
- 4.2 In the event that the Union disagrees with the University's decision to nullify such a provision, the Union reserves the right to contest the University's determination by appealing the decision to Level III, arbitration, pursuant to Article 10, Grievance Procedure. The parties expressly agree that, in such cases, the arbitrator shall have the authority to determine whether the CSU's decision regarding the application of the law is correct. Either party may seek to vacate an award in accordance with California Code of Civil Procedure Sections 1285, et seq. if the party believes that the arbitrator's award is in violation of the law, provided such petition is filed within one hundred (100) days of receipt of the award.
- 4.3 At the request of either party, negotiations on a replacement provision will commence within sixty (60) days of such request.



## 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 all 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. If mail delivery is used, it shall include a proof of service by mail which 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).

## **ARTICLE 6**

### **MANAGEMENT RIGHTS**

- 6.1 The CSU retains and reserves unto itself, without limitation, whether exercised or not, all powers, rights, authorities, duties and responsibilities which have not been specifically abridged, delegated or modified by this Agreement.

## **ARTICLE 7**

### **CONTRACTING OUT**

- 7.1 When the President deems it necessary in order to carry out the mission and operations of the campus, the President may contract out work.
- 7.2 When the contracting out is to be on a long-term basis, the CSU shall notify the Union. The Union may request to meet and confer on the impact of contracting out work when such contracting out is to be on a long-term basis. “Long-term basis” in this provision means six (6) months or more. The CSU shall meet with the Union for this purpose within thirty (30) days of such a request.

## **ARTICLE 8**

### **UNION RIGHTS**

- 8.1 Upon request of the APC, the CSU shall provide at no cost facilities not otherwise required for campus business for union meetings that may be attended by employees during non-worktime. Except as provided in this Agreement or as otherwise agreed in writing, use of CSU resources by an employee is governed by the California Government Code, Section 8314. The University shall inform employees, in writing, of any other federal and State law(s) governing the use of public resources, and shall provide each employee with a copy of the applicable law(s).
- 8.2 The APC shall bear the cost of all campus materials and supplies incident to any union meeting or union business conducted on campus. The APC shall also bear the cost of any overtime pay or other extraordinary clean-up costs which may be incurred as a result of the union meeting. When a meeting request is submitted and the APC inquires, the campus shall inform the APC whether or not costs shall be charged.
- 8.3 Intra-campus mail service shall be available to the APC at no cost for official union communications. The APC shall package and label materials for convenient handling according to the normal specifications of the campus, which shall be communicated upon request of the APC. The name of the APC shall appear on all union materials sent through the campus mail service.
- 8.4 The APC shall have the use of an adequate number of designated bulletin boards for the posting of union material. Such bulletin boards shall be visible and accessible to employees and in areas frequented by employees.
- 8.5 A copy of union material posted on bulletin boards and union material extended for general distribution to employees through campus mail service shall be provided in a timely manner to the appropriate administrator.
- 8.6 Union business involving employees shall be conducted during non-worktime except as provided for elsewhere in this Agreement. Union business shall not interfere with campus programs or operations.
- 8.7 APC Representatives shall have the right to visit members of the unit on the campuses during non-worktime. The appropriate administrator shall be notified of the presence of an APC Representative who is not a campus employee either upon the representative's arrival at the campus or by telephone in advance of arrival.



- 8.8 The campus Human Resources Office shall provide to the APC upon request, a monthly list of all employees new to the bargaining unit, employees reclassified, and those who have terminated their employment. Such lists shall contain names of the affected employees and department name and code. This information shall be provided at no cost to the APC.
- 8.9 The CSU shall modify CSU Careers to send an RSS feed to APC whenever a new Unit 4 vacancy is posted.
- 8.10 The CSU will provide to the Statewide APC job descriptions where there is a material substantive change to the description. A “material and substantive” change to an incumbent employee’s job description is one which adds duties that cannot reasonably be understood to be among those explicitly enumerated in the classification and qualification standards (CQS) for the employee’s current classification or would result in the incumbent employee being reclassified to a position outside of Unit 4.
- 8.11 The CSU will provide to the Statewide APC a list of proposed transfers of work, job functions, and /or positions which will result in a Unit 4 incumbent losing timebase.
- 8.12 The CSU will provide to the Statewide APC a list of proposed transfers of work, job functions, and/or positions exclusively performed by Unit 4 to a non-Unit 4 employee.
- 8.13 Upon request of the APC, employee lists and public information shall be provided to the APC. An employee’s home address shall be released to the APC unless the employee has officially informed the CSU that the employee wishes the home address withheld. The cost of such employee lists and public information shall be borne by the APC.
- 8.14 The APC shall, within fourteen (14) days of the execution of this Agreement and thereafter within fourteen (14) days of a change in designation of a steward, advise the President and the Office of the Chancellor in writing of the name of the union steward(s) on each campus.
- 8.15 The CSU shall provide release time of one (1) full day for each scheduled meet and confer session for up to six (6) employees in the bargaining unit. Additional release time shall be provided on an individual basis to meet special needs related to transportation and work schedules.

Up to three (3) APC representatives shall be provided with release time to attend Board of Trustees meetings. Requests to attend such meetings shall be submitted to the Office

of the Chancellor far enough in advance to permit scheduling of APC speakers pursuant to rules and regulations of the Trustees and to arrange the appropriate release time.

8.16 Upon request of the APC made pursuant to A, B or C below, the CSU shall grant a union leave without loss of compensation as follows:

A. Non-Reimbursable Statewide Officer Leave

1. The APC shall submit to the CSU in advance of the first date of leave requested a list of employees who are entitled to leave as APC Statewide Officers pursuant to this provision. Not more than two such Officers at any one campus may be designated. Such a list shall include the employee's name and campus.
2. Leave hereunder shall not exceed an aggregate amount for all Statewide Officers of seven hundred eighty (780) working days per contract year to conduct union business.
  - a. No more than two hundred sixty (260) working days of union leave taken under this provision may be used at any one campus in a contract year.
  - b. Use of leave under this provision shall only be as designated by APC and may be partial or full time.
  - c. Such leaves must be in six (6) months to twelve (12) months increments.
  - d. The CSU shall make reasonable efforts to backfill the positions of employees on union leave for six (6) to twelve (12) months.
  - e. Notice of any absence must be given to the campus by the employee at least thirty (30) calendar days in advance of the absence. The Leave requests citing the leave provision shall be submitted to the Statewide Officer's campus Human Resources Office with a copy to the Office of the Chancellor.
  - f. Employees on full-time leave will remain on Non-Reimbursable Leave for all work days off during the designated Non-Reimbursable Leave (holidays, vacation, meeting of the Trustees, etc.)

- g. No carry over from one fiscal year to another is permitted.
- h. If a leave is to be ended early and the employee returns to work, APC shall give the campus a minimum of two (2) weeks' notice.
- i. APC must report to the CSU when the statewide or campus maximum is reached.
- j. The CSU reserves the right to refuse union leave requests for bona fide work reasons. If union leave is denied, the campus shall state the reasons for the denial in writing at the Union's request.
- k. An employee on such a leave shall continue to earn service credit and retirement credit.
- l. Vacation, holiday and sick leave credit(s) shall not accrue during such a leave.
- m. The employee on such a leave shall have the right to return to their former position upon expiration of the leave.
- n. Such a leave shall not constitute a break in service for the purpose of salary adjustments, sick leave, vacation, or seniority.

B. Reimbursable Statewide Officer Leave

- 1. Employees eligible for non-reimbursable leave, as identified pursuant to 8.16.A.1, also shall be eligible for reimbursable leave, not to exceed an aggregate amount of five hundred twenty (520) working days per contract year.
  - a. No more than two hundred sixty (260) working days of union leave taken under this provision may be used at any one campus in a contract year.
  - b. Use of leave under this provision shall only be as designated by APC, and may be partial or full time.
  - c. Notice of any absence must be given to the Human Resources Office of the employee's campus, with a copy to the Office of the

Chancellor, by APC at least five (5) working days in advance of the absence.

- d. Notice of any absence of more than one month must be given at least thirty (30) calendar days in advance to the Human Resources Office of the employee's campus with a copy to the Office of the Chancellor.
  - e. Employees on full-time leave for thirty (30) calendar days or more will remain on Reimbursable Leave for all days off during the designated Non-Reimbursable Leave (holidays, vacation, meeting of the Trustees, etc.)
  - f. If a leave is to be ended early and the employee returns to work, APC shall give the campus a minimum of two (2) weeks' notice.
  - g. No carry over from one fiscal year to another is permitted.
  - h. The CSU reserves the right to refuse union leave requests for bona fide work reasons. If Union leave is denied, the campus shall state the reasons for the denial in writing at the Union's request. APC must report to the CSU when the statewide or campus maximum is reached.
  - i. An employee on such a leave shall continue to earn service credit and retirement credit.
  - j. Vacation, holiday and sick leave credit(s) shall not accrue during such a leave.
  - k. The employee on such a leave shall have the right to return to their former position upon expiration of the leave.
  - l. Such a leave shall not constitute a break in service for the purpose of salary adjustments, sick leave, vacation, or seniority.
2. The CSU shall be reimbursed by APC for all compensation (including benefits) paid the employee during such a leave. Reimbursement shall be made by APC no later than thirty (30) calendar days of its receipt of the CSU certification of payment of compensation to the employee. The parties

agree that failure to reimburse the CSU within thirty (30) calendar days may result in the denial of any subsequent requests for leave under this provision until all delinquent payments have been made.

C. Non-Reimbursable Steward Leave

1. APC shall furnish to the CSU per 8.14 an up-to-date list indicating the steward(s) assigned to each campus that will be eligible for union leave hereunder.
2. APC shall be provided a systemwide allotment of two hundred ninety-nine (299) working days per fiscal year for steward(s) to conduct union business provided that all the requirements of provision 8.6 are met. No more than forty-eight (48) days of Steward Leave may be used at any one campus per fiscal year.
3. Notice of any absence must be given to the Office of the Chancellor in writing by APC at least ten (10) or more working days in advance of the absence; any request not received ten (10) working days in advance shall be deemed denied. Requests received at least ten (10) working days in advance of the absence will be considered approved unless the Office of the Chancellor notifies APC within five (5) days of receipt of the request.
4. Any Steward Leave that both parties agree is unused at the end of each contract year shall be added to the following year's two hundred ninety nine (299) day allotment and shall become available for use by APC in accordance with the requirements of this provision. Any Steward Leave used during a contract year in excess of the total amount available that year shall be deducted from the following contract year's two hundred ninety nine (299) day allotment. APC will provide the Office of the Chancellor with a semi-annual report of Steward Leave used under this provision; the report will be provided no later than thirty (30) days following the end of each six-month period. Failure to provide a report will result in the suspension of Steward Leave use until that report is provided.
5. The CSU reserves the right to refuse union leave requests for bona fide work reasons. If a request for union leave is denied, the campus shall give reasons for the denial in writing at the Union's request.

- 8.17 APC may request unpaid leaves of absence for a specified period of time for members of the bargaining unit designated by APC. Such leaves shall be subject to provisions of Article 22, Leaves of Absence Without Pay.
- 8.18 It is the intent of this provision to provide payroll dues deduction for APC members to be deducted from their pay warrants insofar as permitted by law. The CSU agrees to request that the State Controller deduct and transmit to APC all authorized deductions from all APC members within the bargaining unit who have signed and approved authorization cards for such deductions on a form provided by APC, less necessary administrative costs incurred by the State Controller. Such employee authorization may be withdrawn at any time, provided the employee follows APC's procedures for withdrawal.
- 8.19 The amount of dues deducted from APC members' pay warrants shall be set by APC and changed by the CSU upon written request of APC. APC shall give the University thirty (30) days' notice of any changes in deduction amounts.
- 8.20 Employees shall be free to join or not to join APC. APC representatives will be informed of the date and time of any new employee orientation program organized by the campus that includes new Unit 4 employees, and shall be provided with an opportunity to present information about APC to new Unit 4 members at some stage during, or immediately following, the campus program.
- 8.21 APC agrees to indemnify, defend, and hold the CSU/SCO harmless against any claim made of any nature and against any suit instituted against the CSU/SCO arising from its payroll deduction for APC dues and deductions.
- 8.22 An employee shall not suffer reprisals for participation in union activities.

## 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.
- 9.4 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"). 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 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 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) or 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. The following types of hearings shall, at the request of either party, be held 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. 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 12

### CORRECTIVE AND DISCIPLINARY ACTION

#### Corrective and Disciplinary Actions

- 12.1 The University may administer corrective action or disciplinary action to an employee.
- a. Corrective action includes oral warnings and written reprimands.
  - b. Disciplinary action shall be limited to dismissal, demotion, or suspension without pay.

#### Reprimands

- 12.2 An employee may receive from an appropriate administrator an oral warning and/or written reprimand. Such a warning or reprimand shall be confidential and given within a reasonable time of event(s) giving rise to the warning or reprimand. As used in this Agreement, the term “reprimand” shall refer to any written communication from an appropriate administrator to an employee that criticizes or otherwise comments negatively upon the personal/professional conduct and/or job performance of the employee if that written communication is placed in the official personnel file, but does not include performance evaluations or notices of performance expectations or rules and regulations.
- 12.3 An employee shall be provided with a copy of a written reprimand at least five (5) days prior to the possible placement of such a reprimand in the employee's personnel file.
- 12.4 An employee may request a conference with the administrator who issued the reprimand to discuss the reprimand. Such a request shall not be unreasonably denied. The employee may be represented at such a conference by another employee or an APC representative. An employee may appeal the decision to place a written reprimand in their personnel file to the President within five (5) days after the conference held pursuant to this provision. The President may hold a meeting with the employee and their representative, if any. Within ten (10) days of receipt of the appeal, the President shall provide a written response to the employee.
- 12.5 Any written reprimand shall be placed in the official personnel file of the affected employee and shall be subject to Article 11, Personnel File. The employee shall be

provided with a copy of a written reprimand. Written reprimands referred to in this provision do not include written communications that are not placed in the official Personnel File.

- 12.6 The employee shall have the right to attach a rebuttal to a written reprimand and/or request correction of the record pursuant to Article 11, Personnel File.
- 12.7 Reprimands shall not be subject to Article 10, Grievance Procedure, except for alleged violations of the procedures described in this Article.
- 12.8 The appropriate administrator may at any time retract a reprimand or modify a reprimand. The appropriate administrator shall notify the employee of such retractions or modifications.

#### Temporary Suspensions With Pay

- 12.9 The President may temporarily suspend with pay an employee for reasons related to (a) the safety of persons or property, (b) the prevention of the disruption of programs or operations, and/or (c) investigation of allegations which may lead to a notice of disciplinary action.
- 12.10 The President shall notify the employee in writing of the immediate effect of a temporary suspension and the general nature of the allegations being investigated unless, disclosure of the general nature of the allegations would compromise the university's ability to investigate. Such notification shall be placed in the official personnel file of the affected employee and shall be subject to Article 11, Personnel File.
- 12.11 The President may terminate or extend a temporary suspension and shall notify the employee of any such extension and the anticipated completion date of the investigation, in writing, at the beginning of each thirty (30) day period.
- 12.12 Temporary suspensions are not subject to Article 10, Grievance Procedure, of this Agreement, except for alleged violations of the procedures described in this Article.

### Notice of Disciplinary Action

- 12.13 Any notice of disciplinary action shall be issued by the President and served in person or by certified mail at the employee's last known address. Disciplinary actions so noticed in accordance with this provision shall not be covered by any other term of this Agreement.
- 12.14 Upon receipt of a notice of disciplinary action, the potentially affected employee and unit 4 employee representative, if any, shall each be provided with reasonable release time for consultation and preparation for the Skelly Review.
- 12.15 An employee in receipt of a notice of disciplinary action pursuant to provision 12.13 may accept the disciplinary action at any time by filing a letter of acceptance with the President. An acceptance of discipline shall result in the imposition of the sanction, but is not an admission by the employee of misconduct.
- 12.16 The employee shall be provided a notice of the disciplinary action proposed to be taken; a copy of the charges and materials upon which the disciplinary action is based, and notice of the right to respond, either orally or in writing.
- 12.17 Within thirty (30) days of receipt of a notice of disciplinary action, an employee may request a hearing before the State Personnel Board pursuant to Education Code Sections 89538 and 89539. Except as provided elsewhere in this Article, such a request is the sole and exclusive procedure that may be utilized by a member of this bargaining unit for appeal from a disciplinary action.
- 12.18 The University retains the right to promulgate procedures to implement employee pre-discipline due process rights that comply with *Skelly v. State Personnel Board*.

### Corrective Action and Discipline for Violations of Campus and Systemwide Policies

- 12.19 The University may administer corrective actions for violation of campus and/or systemwide policies. Such corrective action shall not be subject to Article 10, Grievance Procedure, except as provided in provisions 12.20 and 12.21 of this Article.
- 12.20 If an employee subsequently is disciplined and the notice of disciplinary action includes reference to corrective action for violation of a campus and/or systemwide policy, the employee may elect to either:

- a. Appeal the disciplinary action to the State Personnel Board pursuant to Education Code Sections 89538 and 89539, or
- b. Appeal the disciplinary action directly to the Grievance Procedure (Article 10) beginning at Level II.

12.21 Corrective action, notice of performance expectations, notice of rules and regulations, and/or temporary suspension with pay for violation of campus and/or systemwide policies shall be subject to review in arbitration if such action is cited in a notice of disciplinary action and that subsequent disciplinary action is appealed to arbitration pursuant to provision 12.20.B.

12.22 Any appeal of disciplinary action pursuant to Article 12.20.B by a representative of an employee other than APC is permitted only if accompanied by a written authorization of representation, which shall be signed by the employee. An arbitrator's award in any appeal of disciplinary action pursuant to Article 12.20.B by a representative of an employee other than APC shall not be treated as precedent in any appeal of disciplinary action pursuant to 12.20.B by APC.

## ARTICLE 13

### APPOINTMENT

- 13.1 Notices of campus position vacancies in the Academic Support Unit except for emergency temporary positions as defined in Article 2.10, substitute temporary positions as defined in 2.22, and temporary positions of sixty (60) or fewer days<sup>1</sup>, shall be posted for fourteen (14) days in the campus Human Resources Office and on the campus website in any listing of campus position vacancies, and on other appropriate bulletin boards. Upon request, copies of such notices shall be provided to the union steward on each campus.
- 13.2 Such announcements shall include the classification title, description of duties, desirable experience, minimum qualifications, salary range, and procedures to be followed by applicants applying for such vacancies.
- 13.3 An employee who believes they are qualified for such a vacant position may apply within the specified application period. Such an application, together with the applications of other qualified persons, shall be considered.
- 13.4 When utilizing a search or interview committee to fill a vacancy in the bargaining unit, at least one (1) bargaining unit member shall be included on the committee.
- 13.5 Appointments shall be made by the President. Appointments may be temporary, probationary, or permanent. Appointments shall be made through official written notification by the President. No employee shall be deemed to be appointed in the absence of such official written notification. Such notification shall include the classification title and time base to which the employee is being appointed, the initial salary, the employment status of the employee, and the effective date of the appointment.
- 13.6 Temporary appointments shall be for periods of time determined by the President and may be extended by the President except as limited by this Article. Temporary appointments shall specify in writing the expiration date of the appointment and that the appointment may expire prior to that date. Such an early separation shall normally require a fifteen (15) work-day notification. Temporary appointments automatically expire at the end of the period stated and do not establish consideration for subsequent

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<sup>1</sup> Temporary positions of sixty (60) days or fewer are intended to fill the short term non-recurring needs of the campus. At the end of the sixty (60) day period the position must be vacated for a period of not less than sixty (60) days.



appointments or any further appointment rights except as provided for in this Article. No other notice shall be provided.

### Full-Time Temporary Employees

- 13.7
- a. No full-time temporary employee may be appointed or employed for a period exceeding four (4) years of consecutive full-time temporary service in a classification series at the campus.
  - b. Full-time incumbent temporary employees with four (4) or more years of consecutive full-time temporary service in a classification series on the campus as of the date of the tentative agreement shall be awarded permanency at a one hundred percent (100%) time base in the classification held at the time permanency is granted.
  - c. In the event that a full-time temporary employee exceeds four (4) years of consecutive full-time temporary service in a classification series on the campus, they shall be granted permanency at a one hundred percent (100%) time-base in the classification held at the time permanency is granted.
  - d. When a full-time temporary employee has achieved three (3) years of consecutive full-time temporary service in a classification series on a campus, any reduction of the duration or time base of their appointment in the year preceding a grant of permanency pursuant to 13.7 (C) shall be by mutual agreement, or as a direct consequence of the demonstrable operational needs of the campus.

### Part-Time Temporary Employees with a Time Base of 50% or More

- 13.8
- a. No part-time temporary employee with a time-base of fifty percent (50%) or more may be appointed or employed as a temporary employee for a period exceeding four (4) consecutive years at a time base of fifty percent (50%) or more in a classification series on the campus.
  - b. A part-time temporary employee who has been employed for at least four (4) consecutive years with a time base of fifty percent (50%) or more in a classification series on the campus as of the date of the tentative agreement shall be awarded permanency at the time base held at the time of the granting of permanency and in the classification held at that time.

- c. A part-time temporary employee who has been employed as a temporary employee for at least three (3) consecutive years, but less than four (4) consecutive years, with a time base of fifty percent (50%) or more in a classification series on the campus as of the date of the tentative agreement, shall be awarded permanency upon completion of four (4) consecutive years of temporary service in that series on the campus, regardless of their time base in the last two (2) of those years.
- d. Permanency shall be granted to a part-time temporary employee upon completion of four (4) years of consecutive temporary service with a time base of fifty percent (50%) or more in a classification series on the campus.
- e. Permanency granted a part-time temporary employee under provisions 13.8.C or 13.8.D, above, shall be granted at the time base and in the classification held at the time permanency is granted. Neither the time base nor duration of an appointment shall be reduced in the appointment immediately preceding the grant of permanency pursuant to Article 13.8 (D) unless by mutual agreement, or as a direct consequence of the demonstrable operational needs of the campus.

### Miscellaneous Provisions

- 13.9
  - a. “Year,” as used in these provisions 13.7 through 13.8, shall be a period of three hundred sixty-five (365) days commencing on the date of appointment or anniversary date during which a temporary employee is in compensable status for two hundred seventy-five (275) days or more.
  - b. Nothing in these provisions shall result in temporary service being credited toward the probationary period except as provided for in provisions 14.4 and 14.5.
  - c. These provisions shall not apply to hourly intermittent employees.
  - d. The parties intend for the above provisions to supersede any statute on matters specifically covered in these provisions.
- 13.10 An employee may apply for a vacant position at any CSU campus for which they are qualified. Such applications, along with applications of other qualified persons, shall be considered by the President.

13.11 An employee appointed to a position at another campus shall transfer their accumulated sick leave and retirement credit, and may transfer earned vacation credit.

13.12 Employees who believe they are misclassified may request a classification review in accordance with campus procedure. APC may also request a classification review in accordance with the campus procedure if the Union believes employee(s) are misclassified. The decision or outcome of the classification review cannot be appealed to the grievance or arbitration procedures contained in the agreement.

If the results of the classification review result in a material, substantive change to the position description as defined in Article 8.10, or the posting of a new Unit 4 position, the CSU will notify APC as outlined in Article 8.8, 8.11 and 8.12.

## ARTICLE 14

### PROBATION AND PERMANENCY

- 14.1 A probationary period is the period of credited service an employee who has received a probationary appointment shall serve in order to qualify for a permanent appointment.
- 14.2 A probationary employee is an employee serving a period of probation.
- 14.3 The probationary period for employees is normally one (1) year of continuous credited service in a particular classification, unless extended by mutual agreement of the employee and the University, for employees new to the bargaining unit and for employees who apply for and are awarded a new position into a new bargaining unit classification. For employees whose positions are reclassified into any other bargaining unit classification, the one-year period begins from the first day of the pay period following the date the request for the classification review was received in the campus Human Resources Office.

The preceding provisions shall apply to any current employee who has served the applicable probationary period as of thirty (30) days following ratification of this Agreement by the parties.

#### Service Credit for Probation

- 14.4 Part-time temporary service shall not count as credited service for probation. Full-time temporary service may count as credited service for probation when granted by the President.
- 14.5 Time spent by an employee in a temporary assignment to a higher or lateral classification pursuant to provision 17.4, Article 17, Assignment/ Reassignment, may be credited towards probation if the employee receives an appointment to that same higher or lateral classification.
- 14.6 A year of service for an employee in an academic year position is two (2) consecutive semesters or three (3) consecutive quarters of employment within an academic year. For an academic year employee at a facility with a quarter system, year-round operation, a year of service is any three (3) quarters in a period of four (4) consecutive quarters.

- 14.7 A year of service for an employee in a twelve (12) month position is any consecutive twelve (12) months of full-time employment.
- 14.8 A year of service for an employee in a ten (10) month or eleven (11) month position is, respectively, ten (10) or eleven (11) months of full-time employment within a twelve (12) month period of time. The ten (10) or eleven (11) months of required service for each twelve (12) month period shall be determined by the President upon appointment of the employee.

#### Change of Position

- 14.9 When a position is vacant and the campus policy requires that a recruitment search be conducted, the employee selected for a position that requires movement to a new classification may be required to serve a new probationary period. The length of service required for such a new probationary period shall be determined by the President, but any such new probationary period shall not exceed one year.
- 14.10 When a permanent CSU employee receives an appointment at another campus in the same classification in which they hold permanency, the President may reduce the length of the probationary period to be served.
- 14.11 If a reclassification action is taken and an employee is placed in a new classification, the employee may be required to serve a new probationary period. The length of service required for such a new probationary period shall be determined by the President, but any such new probationary period shall not exceed one year.
- 14.12 If a full-time employee with permanent status in a lower classification is advanced to a probationary appointment in a higher classification at the same campus and is denied permanency in the higher classification, they shall have the right to return to the lower classification with permanent status in that class. If the lower class has been abolished or superseded and the University determines a comparable class has been established, the employee shall have the right to move to the lower equivalent class with permanent status in that class.

### Breaks in Service

- 14.13 An employee who is absent on any combination of WC, IDL, NDI, LWOP, or paid sick leave for a cumulative total of more than twenty-two (22) workdays during their probationary period may have their probationary period extended, but by no more than the number of workdays they were absent in excess of twenty-two (22).
- 14.14 If an employee who has made formal application for WC, IDL, or NDI would gain permanent status between the time of application for benefits and the granting or denial of benefits, and the employee's performance justifies rejection, a rejection may be processed in the usual manner.
- 14.15 Except as otherwise provided for in this Agreement, the President shall determine if there has been a break in service when a full-time probationary employee is granted a partial leave of absence. When a probationary employee takes a leave of absence or is appointed to a new position, the President shall determine whether the time served before the leave or new appointment is counted in determining the remaining length of probationary service.

### Rejection During Probation

- 14.16 a. A probationary employee may be separated from service at any time by the President upon written notice of rejection during probation. The employee should normally be given not less than three (3) weeks' notice of rejection during probation.
- b. An employee rejected during probation may not use Article 10, Grievance Procedure, to grieve the decision to reject during probation. An employee may utilize the provisions of Article 5, Reconsideration Procedure, up to and including the Presidential level, to appeal the decision to reject during probation.

### Permanent Status

- 14.17 Employees shall be awarded permanent status only by official written notification of the President, or designee, or by successful completion of the employee's probationary period.
- 14.18 A full-time employee may hold permanent status in only one (1) classification at any given time.

## ARTICLE 15

### CAREER ADVANCEMENT

#### Career Development Plan

- 15.1 The purpose of a career development plan is to facilitate an employee's acquisition of education, training, and experience needed to meet the qualification requirements for entry into a higher level position on the campus.
- 15.2 A career development plan may be developed by an employee working in conjunction with an appropriate administrator and/or advisor/mentor. Prior to implementation, the plan shall be signed by the employee and subject to written approval by the appropriate administrator. A copy of the plan shall be sent to the campus Human Resources Office.
- 15.3 Except as provided for elsewhere in this Agreement, the employee shall be responsible for acquiring education and training on their time and at their expense as necessary to meet the requirements of the career development plan.
- 15.4 The appropriate administrator shall approve requests from the employee for enrollment in the CSU fee waiver program, provided such requests are consistent with the career development plan and subject to provisions of Article 16, Professional Development.
- 15.5 The career development plan is subject to at least annual review and renewal by the appropriate administrator. Lack of satisfactory progress by the employee towards the goals of a career development plan may be cause for withholding further approval of the plan.

#### Career Opportunities

- 15.6 After successful completion of a career development plan:
- a. Notice of such successful completion shall be placed in the employee's personnel file.
  - b. An employee may submit with their application for appointment to a higher level position, a statement regarding experience and education acquired under the plan.

- c. A qualified employee who applies for a vacant posted position consistent with the plan shall be interviewed.
  
- d. The President, at their sole discretion, may appoint the employee to a vacancy in a higher level position. At the time of such an appointment, the employee shall have met the minimum qualifications of the appropriate classification. A vacant position filled by an appointment made pursuant to this provision shall not require posting. An employee receiving such an appointment shall serve a new probationary period, pursuant to the provisions of Article 14, Probation and Permanency.



## ARTICLE 16

### PROFESSIONAL DEVELOPMENT

#### General Provisions

- 16.1 Professional development opportunities shall include:
- a. the fee waiver program;
  - b. training directly of benefit to the campus;
  - c. professional development leaves directly of benefit to the campus;
  - d. continuing education.
- 16.2 Application procedures by which an employee may request professional development opportunities shall be determined by the President. Upon request of an employee or APC, such application procedures shall be made known to the requestor.
- 16.3 Upon request of an employee or the APC on behalf of an employee, the administrator responsible for the professional development opportunities listed in 16.1 shall endeavor to provide information regarding the availability of training funds.
- 16.4 The President may establish requirements that an employee shall meet upon completion of a professional development opportunity. Such requirements shall be established prior to the commencement of the professional development opportunity.

#### Fee Waiver - Employees

- 16.5 The appropriate administrator may approve a request 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 on the fee waiver program subject to the following three conditions:
- a. The course shall be job-related or shall be a part of an approved career development plan.
  - b. An employee who qualifies for admission to a campus in accordance with established CSU standards and criteria shall be admitted, except that fees may be waived pursuant to this Article. An employee who does not qualify for

regular admission may be admitted pursuant to the authority of the President, except that fees may be waived pursuant to this Article.

- c. The fee waiver program may not be used to take courses in self-support programs.

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

The following fees shall be fully waived for employees:

- Application Fee
- Professional Program Fee
- Health Services Fee
- Identification Card Fee (if mandatory)
- Instructionally Related Activity Fee

The following fees shall be reduced to one dollar (\$1.00) for employees:

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

All other Category I and II fees as defined in Executive Order 1054, except the doctoral program fee and the Non-Resident Tuition Fee shall be waived for employees.

The State University Tuition Fee shall be waived for employees for the units of courses taken in the fee waiver program. Employees taking CSU courses in addition to the CSU fee waiver courses shall pay the difference between the full State University Fee and the part-time State University Fee. A participating Unit 4 employee enrolled in a doctoral program shall be eligible for a partial fee waiver equivalent to the part-time Graduate Tuition Fee, and shall be responsible for paying the difference between the applicable Doctorate Fee and the part-time Graduate Tuition Fee.

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

- 16.8 Provided the operational needs of the employee's department are met in an orderly and normal manner, an employee shall be granted reasonable release time for one (1) on-campus course per semester/quarter taken pursuant to provision 16.5 of this Article.
- 16.9 An employee on a leave of absence who, pursuant to provision 16.5, is eligible to request a fee waiver may request a fee waiver for enrollment in more than two (2) courses per semester/quarter.
- 16.10 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.
- 16.11 A record of completed courses may be placed in the employee's official personnel file.
- 16.12 Dependent Fee Waiver
- a. An employee eligible for participation in the CSU Fee Waiver Program as defined in provision 16.5 may transfer their existing fee waiver benefit entitlement to only one person at a time who is a spouse, dependent child up to age 25, or registered domestic partner of the employee, subject to the following conditions:
    1. The courses are taken by a spouse, dependent child, or registered domestic partner who is matriculated toward a degree and the courses are for credit or progress toward the degree's requirements; and
    2. This fee waiver benefit does not apply to out-of-state tuition or tuition fees for self-support programs.
  - b. Participation by an eligible employee's spouse, dependent child, or registered domestic partner is subject to each CSU campus' standard admission and registration policies and procedures. Eligibility criteria for registered domestic partners shall be those used to determine such eligibility for health benefits.
  - c. The following fees shall be fully waived for a spouse, dependent child, or registered domestic partner of the employee:
    - Application Fee
    - Identification Card Fee (if mandatory)
    - State University Fee for the courses taken in the fee waiver program.

The State University Tuition Fee shall be waived for employees for the units of courses taken in the fee waiver program. Employees taking CSU courses in addition to the CSU fee waiver courses shall pay the difference between the full State University Fee and the part-time State University Fee. A participating spouse, dependent child up to age 25, or registered domestic partner employee enrolled in a doctoral program shall be eligible for a partial fee waiver equivalent to the part-time Graduate Tuition Fee, and shall be responsible for paying the difference between the applicable Doctorate Fee and the part-time Graduate Tuition Fee<sup>2</sup>.

- d. All other fees shall be paid at the regular rates by a spouse, dependent child, or registered domestic partner of the employee.
- e. A spouse, dependent child, or registered domestic partner of the employee shall be entitled to student services in addition to instructional services.

### Training

- 16.13 An employee wishing to participate in training, including workshops, seminars, short courses, professional meetings, or other professional activities, may submit a written request to the appropriate administrator. Such a request may include release time with pay, flexible working hours, tuition, and travel. The appropriate administrator shall respond to such requests in writing.
- 16.14 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 eligible for overtime is required by an appropriate administrator to take work-related training during non-working hours, the employee shall be granted overtime pay or compensatory time off (CTO) pursuant to Article 28, Hours of Work.
- 16.15 An employee may request release time for the purpose of taking examinations to acquire or maintain a required specialized license or certificate.

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<sup>2</sup> The CSU agrees that an individual who is currently enrolled in a CSU Doctor of Education program shall continue to be eligible to receive the current fee waiver benefit for the remainder of the program provided that they remain in good academic standing within the program

16.16 A full-time permanent employee may request at the Human Resources Office or be offered the opportunity for a temporary assignment in a higher level position on a training and development basis.

Upon request, an employee serving on such a temporary assignment shall be provided with a letter of verification of such service. A copy of such a verification letter shall be placed in the personnel file of the employee.

16.17 Employees may prepare and present training proposals for bargaining unit employees. The Union also may submit such proposals to the Human Resources Office.

16.18 The appropriate administrator(s) shall consider any training proposal(s), and respond in writing regarding the training proposal(s).

16.19 Upon request of the Union, the appropriate administrator(s) shall meet with the Union and a reasonable number of affected employees to discuss the training proposal. Such a meeting shall be held at a time and place mutually agreeable to the appropriate administrator and the Union.

#### Professional Development Leaves

16.20 An employee may request, pursuant to Article 22, Leaves of Absence Without Pay, of this Agreement, a professional development leave without pay directly of benefit to the campus. Such requests may include leaves to:

- a. undertake specific projects, research, or scholarly activity;
- b. undertake professional activity or research subsidized by a grant;
- c. participate in a work experience program;
- d. pursue an educational program, advanced degree or other specialized training related to their professional development.

16.21 An eligible employee may request a leave pursuant to Appendix I of this Agreement.

## Continuing Education

- 16.22 Continuing Education training is only that training necessary to meet degree and licensure/certificate requirements mandated as an employee's condition of employment.
- 16.23 An employee eligible for Continuing Education training may request to participate in such activities in accordance with campus procedures and provision 16.13 above.

## ARTICLE 17

### ASSIGNMENT/REASSIGNMENT

- 17.1 An employee shall receive an initial assignment at the time of appointment. At the time of the initial assignment the employee shall be provided with the name of the appropriate administrator to whom the employee shall report, and a copy of their position description.
- 17.2 The President may, consistent with the provisions of this Article, reassign an employee any position/duties which the President determines to be necessary and desirable to the CSU's operations/programs.
- 17.3 Unless a reassignment is for training purposes, an employee who believes they have been reassigned to a position for which their qualifications are not commensurate may:
- a. request a meeting with the appropriate administrator to discuss the employee's qualifications;
  - b. place in their personnel file a written statement indicating the reasons the employee believes the reassignment is not commensurate with their qualifications.
- 17.4 An employee may be temporarily assigned to a position(s) in a higher or lateral classification within Unit 4, the Management Personnel Plan ("MPP"), or another bargaining unit by the President for no more than twenty-four months, when the President determines such an assignment is in the best interests of the campus. An employee shall be provided with notice of such a temporary assignment at least fourteen (14) days prior to the effective date of such a temporary assignment.

Said notification shall include a copy of their position description.

If a position description is to be altered, the employee shall be provided with a copy of the altered position description at least seven (7) days prior to its effective date. Position descriptions shall reflect the employee's assigned duties and responsibilities.

For the purposes of this provision, a lateral classification is a classification with a salary range approximately equal to the salary range of the classification from which the employee is being temporarily transferred. A higher classification is a classification in which the salary range maximum is five (5) percent greater than the salary range

maximum of the salary range for the classification from which the employee is being temporarily transferred.

- 17.5 Service in another bargaining unit, MPP or a non-represented classification will not count towards seniority in Unit 4 in accordance with Article 33.14.
- 17.6 An employee shall begin to receive the appropriate compensation of the higher classification from the effective date of the temporary assignment.
- 17.7 An employee serving such a temporary assignment of duties of another classification shall be provided with a letter of verification of such service upon request of the employee. A copy of such verification shall be placed in the personnel file of the employee.
- 17.8 Service in a temporary assignment in another bargaining unit or MPP position does not count toward the amount of service needed to obtain permanency in Unit 4 under Articles 13.7 or 13.8 of this agreement.
- 17.9 At the end of the temporary assignment of duties of another classification, the employee shall be returned to their former position or an equivalent position in the same classification from which they were temporarily reassigned.
- 17.10 A permanent employee temporarily assigned to a temporary position outside Unit 4 for twelve (12) consecutive months or more may not be reassigned to another temporary position outside of the Unit 4 for at least twelve (12) months following their return to their former position or an equivalent position in the same classification from which they were temporarily reassigned.
- 17.11 Student assistants may be assigned to perform work for which the President determines they are qualified. Such work may be work performed by employees in the bargaining unit. Student Assistants shall not displace bargaining unit employees. "Displacement" for the purpose of this provision means layoff, demotion, involuntary transfer to a new classification, involuntary transfer to a new satellite campus location or a location requiring a change of residence, and involuntary timebase reductions.
- 17.12 Appropriate administrators may perform work normally performed by employees in the bargaining unit when the President determines that the performance of such work is necessary and desirable to the CSU's operations/programs. Appropriate administrators shall not displace bargaining unit employees. "Displacement" for the purpose of this provision means layoff, demotion, involuntary transfer to a new



classification, involuntary transfer to a new satellite campus location or a location requiring a change of residence, and involuntary timebase reductions.

### Teaching Responsibilities

- 17.13 A qualified employee, as part of their assigned duties, may develop, develop and teach, or teach University approved non-credit bearing courses related to student services.

### Inter-Campus Assignments

- 17.14 When an employee is assigned away from their home campus for a period in excess of thirty (30) days, such an assignment shall be by mutual agreement between the employee and the appropriate administrator, or shall be a direct consequence of the demonstrable operational needs of the campus. Travel reimbursements for such assignments shall be governed by the CSU Travel Procedures and Regulations in effect at the time.

## ARTICLE 18

### EVALUATION

18.1 The appropriate administrator shall inform the employee in writing that a performance evaluation shall take place prior to the commencement of the performance evaluation process. Performance evaluation procedures shall be determined by the President. Such procedures shall be put in writing and provided to employees. Any evaluative procedure to be used in a department shall also be provided to an employee prior to the commencement of the performance evaluation process.

a. Employees shall be evaluated on at least an annual basis, using the form that appears in Appendix L, utilizing the following criteria:

1. quality of the employee's work;
2. quantity of the employee's work;
3. professional judgment and responsibility (also including attendance abuse and working relationships); and
4. specific contributions to the campus/CSU and/or specific contributions to the community in areas directly related to the employee's work assignment, if applicable.

b. Performance evaluations shall be based on the direct observation or supervision of the employee's work during the period since the employee's last performance evaluation. In the event the evaluator has not directly observed or supervised the employee's work, the evaluation shall be based primarily on the content of the employee's official personnel file, including the applicable position description(s) and input from individuals who have interacted with the employee as part of the employee's required job duties. If the employee receives any rating of less than satisfactory (or its equivalent), the document(s) and/or specific example(s) relied upon for the rating must be given to the employee and placed in the employee's official personnel file no later than the time at which the evaluation is given to the employee in draft form.

c. Performance evaluations shall be prepared in draft form. Such evaluation shall refer to key incidents relied on if they are not documented in the personnel file. A copy will be given to the employee who shall have fourteen (14) days to review

the draft evaluation, provide verbal feedback, and submit a rebuttal (if any) to the evaluator before the evaluation is finalized. An employee may request to discuss their evaluation with the evaluator within 14 days from the receipt of the draft evaluation. An employee may elect to submit any such rebuttal (accompanied by the draft evaluation it rebuts) to their personnel file. Any documents referenced in the draft evaluation which are not part of the employee's official personnel file at the time the draft is submitted to the employee shall be placed in the file at that time.

- d. An employee may submit materials for consideration during the performance evaluation process, including evaluative material from campus and community sources generated by individuals familiar with the employee's work.

18.2 A written record of a final performance evaluation shall be placed in the employee's personnel file and subject to the provisions of Article 11, Personnel File. The employee shall be provided with a copy of the written recommendation, if any, made at each level of the review.

18.3 If an employee disagrees with the record of a final performance evaluation which has been placed in their personnel file, the employee may submit a rebuttal statement which shall be attached to the record of the performance evaluation.

18.4 A performance evaluation shall not be considered a final personnel decision as referred to in Article 11.

18.5 All final decisions regarding permanency shall be made by the President.

18.6 A performance evaluation for the purpose of retention or permanency shall consist, at a minimum, of an administrative review. A performance evaluation may include a peer review component. If such a component is included then service on such a peer review committee shall be subject to provision 18.5, and such a committee shall consist of only permanent employees.

## **ARTICLE 19**

### **SICK LEAVE**

- 19.1 Following completion of one (1) qualifying pay period, a full-time employee shall accrue eight (8) hours of credit for sick leave with pay. Thereafter, for each additional qualifying pay period, eight (8) hours of credit for sick leave with pay shall be accrued.
- 19.2 Employees who are appointed less than full time shall accrue credit for sick leave with pay on a pro-rata basis.
- 19.3 Sick leave may be accumulated without limits, and no additional sick leave with pay beyond that accumulated shall be granted, except as provided for in provision 19.24.
- 19.4 An employee shall be responsible for promptly reporting an absence to the appropriate administrator.
- 19.5 An employee shall be responsible for promptly completing and submitting the campus' absence form to the appropriate administrator or their designee by a reasonable date designated by the appropriate administrator.
- 19.6 An employee may be required to provide a physician's statement or other appropriate verification when absent five (5) or more consecutive days due to illness/injury.
- 19.7 When the appropriate administrator has reasonable cause to believe there has been an abuse of sick leave, an employee may be notified that they are required to provide a physician's statement or other appropriate verification for any future absences.
- 19.8 Under no circumstances may an employee be granted sick leave for days during which the employee is laid off, or on a leave of absence without pay, or during periods when the campus or department is closed and the employee is not required to work.
- 19.9 An employee on vacation who becomes ill or injured and submits a physician's statement or other appropriate verification may request their vacation leave for such days be converted and charged to their accumulated sick leave. Such requests shall not be granted during any period after notice of pending separation.

## Absences Chargeable to Sick Leave

- 19.10 The use of sick leave may be authorized by the President only when an employee is absent because of:
- a. illness or injury;
  - b. exposure to contagious disease;
  - c. dental, eye, or other physical or medical examinations or treatments by licensed practitioners;
  - d. illness or injury in the immediate family;
  - e. death of a person in the immediate family; and/or
  - f. childbirth or disability related to pregnancy.
- 19.11 "Immediate family" as used in this Article shall mean:
- The employee's spouse or registered domestic partner;
  - The employee, spouse or registered domestic partner's: parent, step-parent, grandparent, great-grandparent, sibling, child or grandchild (including foster, adopted and step), parent's siblings;
  - The employee's child-in-law;
  - A person living in the immediate household of the employee, except domestic employees, roomers, boarders, and/or roommates.
- 19.12 Sick leave for family care is primarily for emergency situations. Up to five (5) days of accrued sick leave credit may be used for family care during any one (1) calendar year. The appropriate administrator may authorize the use of additional sick leave for family care.
- 19.13 The President may authorize up to forty (40) hours of accrued sick leave for bereavement pursuant to provision 19.10.E. When one (1) or more deaths occur in a calendar year, up to forty (40) hours of accrued sick leave credit may be authorized for each death.

- 19.14 Any disability caused by, or contributed to by, pregnancy is a justification for the use of sick leave and should be handled in the same way as illness or injury. A female employee in work status is entitled to use sick leave for childbirth and any period immediately preceding or immediately following the birth of the child provided the employee presents a physician's verification that she is medically unable to work.
- 19.15 A female employee on a maternity leave pursuant to Article 22, Leaves of Absence Without Pay, of this Agreement shall be entitled upon return to work status to use earned sick leave for the period of time she was disabled immediately prior to and immediately following childbirth. Earned sick leave shall only be charged for workdays in such a period of time. A physician's verification that the employee was medically unable to work is required for the use of this sick leave.
- 19.16 Upon request by an employee, the President may authorize the use of unpaid sick leave or the use of vacation for an employee who has exhausted their accumulated sick leave.
- 19.17 An employee may be required to undergo a medical examination as directed by the President if the President questions the employee's ability to perform their required duties. When such an examination is by a physician selected by the Employer, the CSU shall bear the cost of such medical examination. Time required to travel to and from the physician's office and time spent at the physician's office shall be considered time worked.
- 19.18 In the event an employee disagrees with the medical findings of the CSU-selected physician, the employee shall have the right to examination by a physician of their choice. The employee shall be required to bear the cost of such examination. The President shall consider the medical report from the employee's physician.
- 19.19 When an employee has restricted ability to carry out their duties due to illness as indicated by medical evidence, or when an appropriate administrator observes an employee unable to perform their duties, the President may direct an employee to take sick leave.

### Supplement to Industrial Disability Leave

- 19.20 Upon written notification to the CSU by an eligible employee, they may elect to supplement Industrial Disability Leave (IDL) payments with charges to their accrued sick leave. Such an election shall be made no later than fifteen (15) days after the report of the injury for which IDL is being paid.
- 19.21 Such supplement shall continue until the employee has exhausted their accrued sick leave or until the employee provides to the CSU written notification they wish to discontinue the supplement. Such a notice shall be provided fifteen (15) days prior to the effective date of such a discontinuation.
- 19.22 Such a supplement to IDL payments shall not result in the employee receiving a payment in excess of their regular salary or wage.
- 19.23 All payments received by an employee while on IDL shall be subject to mandatory and authorized voluntary deductions.

### Catastrophic Leave Donation Program

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

The following provisions shall apply:

- (1) Catastrophic Illness or Injury
  - a. An employee, their representative or the employee's family member must request the employee's participation and provide appropriate verification of illness or injury as determined by the campus President. The President shall then determine the employee's eligibility to receive donations based upon the definition provided above.
  - b. An incapacitated employee may elect to defer a request to participate during a period of Industrial Disability Leave eligibility.

- c. Employees may donate a maximum of forty (40) hours of leave credits per fiscal year in increments of one hour or more. Donations are irrevocable.
- d. Donated leave credits may be used to supplement only Industrial Disability Leave, Non-Industrial Disability Leave or Temporary Disability payments from the Third Party Administrator upon the application for the appropriate disability benefit by an eligible employee. The total amount of leave credits donated and used may not exceed an amount sufficient to ensure the continuance of the employee's regular monthly rate of compensation.
- e. The total donated leave credits shall normally not exceed an amount necessary to continue the employee for three (3) calendar months calculated from the first day of catastrophic leave within a twelve (12) month period. The President may approve an additional three-month period in exceptional cases. The leave should not be deemed donated until actually transferred by the campus record keeper to the record of the employee receiving leave credits.
- f. For employees whose appointments have not been renewed, donated time may not be used beyond the employee's appointment expiration date in effect at the beginning of the disability.
- g. Only vacation and sick leave credits may be donated.
- h. Donated leave credits may not be used to receive service credit following a service or disability retirement.
- i. Any CSU union may solicit leave donations from bargaining unit employees for direct transfer to employees eligible to receive such leave credits.
- j. Catastrophic illness or injury may also include an incapacitated member of the employee's immediate family if this results in the employee being required to take time off for an extended period of time in order to care for the family member and the employee has exhausted both all of their accrued vacation credits and all of their accrued sick leave credits which may be used for family care in accordance with the appropriate collective bargaining agreement. Only donated vacation credits may be used for such family care catastrophic leave. Immediate family member shall be defined in accordance with the definition contained in the sick leave provisions of the collective bargaining agreement covering the recipient employee.



- k. The provisions of this program shall be subject to the grievance procedure contained in the collective bargaining agreement covering the grieving employee.
  - l. Pledged leave credits will be formally transferred to the recipient employee only at the end of a pay period, and then in chronological order of the dates actually pledged. This will insure that any unused leave credits are never actually transferred until they can in fact be used by the recipient employee. In the event that an employee is unable to use all pledged credits in a pay period, the most recently donated leave credits which cannot be utilized will then never formally be transferred, thereby guaranteeing that they are in no way lost by an employee who wants to donate them in order to help a co-worker who needs the credits.
- (2) Natural Disaster and State of Emergency:
- a. Catastrophic leave for a natural disaster shall be leave for an employee who faces financial hardship because the employee has exhausted all of all of their accrued vacation credits; accrued sick leave credits; personal holiday credits; and C.T.O. credits; and is unable to work due to the effect of a natural disaster on the employee's principal residence.
  - b. The employee resides in one of the counties where a state of emergency exists as declared by the governor.
  - c. An employee or their representative must request the employee's participation and provide appropriate verification as determined by the campus President. The President shall then determine the employee's eligibility to receive donations based upon the definitions provided above.
  - d. Employees may donate a maximum of forty (40) hours of leave credits per fiscal year in increments of one hour or more. Donations are irrevocable.
  - e. The total amount of leave credits donated and used may not exceed an amount sufficient to ensure the continuance of the employee's regular monthly rate of compensation.
  - f. The total donated leave credits shall normally not exceed an amount necessary to continue the employee for three (3) calendar months calculated from the first day of catastrophic leave. The President may approve an additional three-month period in exceptional cases. The leave should not be deemed donated until actually transferred by the campus record keeper to the record of the employee receiving leave credits.

- g. For employees whose appointments have not been renewed, donated time may not be used beyond the employee's appointment expiration date in effect at the beginning of the natural disaster/state of emergency.
- h. Only vacation and sick leave credits may be donated.
- i. Donated leave credits may not be used to receive service credit following a service or disability retirement.
- j. Any CSU union may solicit leave donations from bargaining unit employees for direct transfer to employees eligible to receive such leave credits.
- k. Pledged leave credits will be formally transferred to the recipient employee only at the end of a pay period, and then in chronological order of the dates actually pledged. This will ensure that any unused leave credits are never actually transferred until they can in fact be used by the recipient employee. In the event that an employee is unable to use all pledged credits in a pay period, the most recently donated leave credits which cannot be utilized will then never formally be transferred, thereby guaranteeing that they are in no way lost by an employee who wants to donate them in order to help a co- worker who needs the credits.

## ARTICLE 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, spouse 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.

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 successors<sup>3</sup>. 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.

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<sup>3</sup> 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 of the employee who has a serious health condition; or for the employee's own serious health condition.

- 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 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 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, 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 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 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.

## 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.

- b. For fiscal year 2023/2024, the Union shall have the option to re-open negotiations on Article 23, Article 24, and Article 28 (Salary, Benefits, Hours of Work) by providing a written request to the CSU after the Governor has released the 2023/2024 May Revision, but prior to July 31, 2023. The re-opener on Article 28 shall be limited to the topic of telecommuting.

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, 2024.

The parties agree that for Fiscal Years 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 10<sup>th</sup> year (employee's 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, 25<sup>th</sup>, 30<sup>th</sup>, 35<sup>th</sup>, 40<sup>th</sup>, 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 (10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, 25<sup>th</sup>, 30<sup>th</sup>, 35<sup>th</sup>, 40<sup>th</sup>, 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.
  - b. 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.
  - c. 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.

- d. 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.
- e. For Fiscal Years 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.
- f. 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 Adjustments Due to Reclassification

- 23.6 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.
- 23.7 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.
- 23.8 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

23.9 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 23.9 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 23.9, subject to provision 10.5.F.4.
- e. The bonuses in this provision 23.9 shall be campus funded.

23.10 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

23.11 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 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 23.11 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 23.11, subject to provision 10.5.F.4.

### Information Reports

- 23.12
- 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 30<sup>th</sup> 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 23.12.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 23.12.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 24

### BENEFITS

#### Eligibility

- 24.1 The term "eligible employees" as used in this Article shall mean employees who are appointed half-time or more for more than six (6) months. Those excluded from benefits include intermittent employees or any employee paid wholly from funds not controlled by the CSU, or from revolving or similar funds from which a regular State share payment of the insurance premium cannot be made.
- 24.2 The term "eligible family members" as used in this Article shall mean the eligible employee's legal spouse, registered Domestic Partner, and children from birth to the end of the month in which the dependent children reach age twenty-six (26). An adopted child, stepchild, natural child recognized by the parent, or a child living with the employee in a parent-child relationship as certified by the employee at the time of enrollment of the child, and annually thereafter up to the age of twenty-six (26) is also eligible. A family member who is a disabled child over the age twenty-six (26) may also be enrolled if, at the time of initial enrollment of the employee, satisfactory evidence of such disability is presented to the carrier consistent with the carrier's requirements. Upon attaining age twenty-six (26), a disabled child who is already enrolled may be continued in enrollment if satisfactory evidence of that disability is filed with the carrier in accordance with the carrier's criteria. Eligibility for family members is defined by CalPERS.
- 24.3 The parties agree to extend health, dental and vision benefits to registered domestic partners, as defined pursuant to Section 297 et seq. of the Family Code, Article 9, Section 22867 et seq. of the Government Code and Section 1261 of the Health and Safety Code, of benefit eligible employees in the bargaining unit. The parties further agree that the registration of registered domestic partners of benefit eligible employees, and all other procedures and conditions required to receive health benefits, as currently set forth in CalPERS Circular Letter 200-189-04, shall also apply to the receipt of dental and vision benefits.

It is further understood and agreed that the parties to this Agreement do not intend to waive, and do not waive, their individual and/or collective rights to challenge, including in a court of competent jurisdiction, the propriety and/or legality of CalPERS regulations as set forth in CalPERS Circular Letter 200-189-04. If said CalPERS regulations are revised, Circular Letter 200-189-04 regulations as amended will control

the implementation of health, dental and vision benefits for the registered domestic partners of Unit 4 benefit eligible employees. Any such changes involving mandatory bargaining subjects under HEERA shall be subject to negotiation upon thirty (30) day notice by a party to this Agreement.

### Health

24.4 Eligible employees and eligible family members as defined by CalPERS shall continue to receive health benefits offered through the CalPERS system for the life of this Agreement. Payment for those benefits shall be based on rates established by CalPERS for participating members. The Employer contribution shall be based upon the formula as provided in Government Code Section 22871, and any changes to the employee contribution shall be effective on the date required under this Section even if it occurs during the life of this Agreement.

The contract does not supersede the Government Code as it applies to CalPERS law.

24.5 All bargaining unit employees who contribute toward health benefits pursuant to provision 24.4 shall be entitled to participate in the CSU Health Premium Conversion Program. The terms of this program shall be determined by the CSU. All administrative costs for participation shall be paid by participating employees.

### Healthcare Vesting for New Employees

24.6 Bargaining unit employees hired on or after July 1, 2018 and become members of CalPERS on or after July 1, 2018 shall receive the full portion of the CSU contribution payable for health benefits upon retirement at age 52 with at least 10 years of service credit (GC Section 22874.7). In addition, bargaining unit employees meeting these requirements shall be eligible for the full portion of the CSU contribution payable for basic dental plan (GC Section 22958.4).

### Dental

24.7 The dental benefits provided by the CSU through the insurer(s) selected by the CSU for the CSU Enhanced Prepaid Dental Plan and the CSU Enhanced Level II Indemnity Dental Plan shall be offered to eligible employees and eligible family members. The Employer's contribution to such plans shall equal one hundred percent (100%) of the basic monthly premium.

### Vision Care

24.8 The vision benefits provided by the CSU through carriers selected by the CSU shall be offered to eligible employees and eligible family members. The Employer's contribution shall equal one hundred percent (100%) of the basic monthly premium.

### Golden Handshake

24.9 If, during the duration of this Agreement, the Office of the Governor and the Department of Finance advise the CSU of the availability of the early retirement ("Golden Handshake") program for Unit 4 employees, the CSU agrees to notify the APC and, upon request, meet and confer regarding said availability.

### 403 (b) Plan

24.10 All members of the bargaining unit shall be eligible to participate in the 403(b) programs in accordance with regulations and procedures as established by the CSU.

### Dependent Care Reimbursement

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

### Health Care Reimbursement

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

### Enhanced 1959 PERS Survivors Benefit

- 24.13 The amount of benefit payable to a surviving spouse or dependent of a bargaining unit employee under the 1959 Survivors Benefit shall be increased to the levels of payment provided for in Government Code Section 21574.7.

Bargaining unit employees will continue to pay a premium of \$2 per month for this benefit as a result of negotiations implementing Government Code Section 21582. The CSU will pay the employer share plus the remaining portion of the employee contributions required for the benefit payable pursuant to Section 21574.7. In accordance with Section 21581 of the Government Code, the University and the employee shall split all costs above \$4.00. Should Section 21582 be amended to allow supersession of Section 21581 by this Agreement, the University agrees that all monthly premiums in excess of the employee contribution will be paid by the CSU.

### Life Insurance

- 24.14 The life and accidental death and dismemberment insurance shall be provided to eligible employees by the CSU through the insurer(s) selected by the CSU at no cost to the employee. This program shall provide insurance during the term of employment in the amount of twenty-five thousand dollars (\$25,000).

### Voluntary Life Insurance

- 24.15 The voluntary life insurance program provided by the CSU through the insurer(s) selected by the CSU shall be offered to eligible Unit 4 employees and eligible family members. The effective date shall be in accordance with the terms of the program.

### Long Term Disability

- 24.16 Effective May 1, 1994 the CSU shall provide eligible employees with a disability income protection plan at no cost to the employee. The level of benefits shall equal the CSU Group Long Term Disability Plan in existence on January 1, 1994.



Information Regarding Benefits

24.17 The campus Human Resources Office shall make available information concerning an individual employee's rights under NDI, IDL, Workers' Compensation, Social Security, and/or CalPERS retirement options.

Flex Cash Program

24.18 Effective on August 1, 1994, all employees eligible for either health insurance pursuant to provision 24.4 or dental insurance pursuant to provision 24.7, shall be entitled to waive health and/or dental insurance in exchange for the following monthly payments:

- |                                |                 |
|--------------------------------|-----------------|
| 1. waive medical & dental only | \$140 per month |
| 2. waive medical only          | \$128 per month |
| 3. waive dental only           | \$12 per month  |

In order to participate, an employee will be required to request participation and certify that they have alternate non-CSU coverage in the insurance being waived.

Part-Time, Seasonal, and Temporary Employees - Retirement

24.19 Part-time, seasonal, temporary and intermittent employees will continue to participate in the PST Retirement Plan administered by the California Department of Human Resources. The total cost of the plan will be paid by participating employees in the form of a seven and one-half percent (7.5%) pretax reduction, in accordance with Section 414(h) of the Internal Revenue Code, from a participating employee's covered wages each pay period. There shall be no cost to the CSU.

24.20 The maximum weekly payment for employees eligible for Non-Industrial Disability Insurance pursuant to Education Code Section 89529.15, or any successor(s), or substitute provision(s) of the code section, shall be two hundred fifty dollars (\$250.00).

## **ARTICLE 25**

### **HOLIDAYS**

- 25.1 The following paid holidays, except as provided in provision 25.3 below, shall be observed on the day specified.
- a. January 1
  - b. Third Monday in January (Martin Luther King, Jr. Day)
  - c. March 31 (Cesar Chavez Day)
  - d. July 4
  - e. First Monday in September (Labor Day)
  - f. November 11 (Veterans Day)
  - g. Thanksgiving Day
  - h. December 25
  - i. Any other day designated by the Governor for a public fast or holiday
- 25.2 The paid holidays listed in this provision shall be observed on the day specified unless they fall on a Saturday or Sunday, or are rescheduled by the President for observance on another day.
- a. February 12 (Lincoln's Birthday)
  - b. Third Monday in February (President's Birthday)
  - c. Last Monday in May (Memorial Day)
  - d. Admission Day
  - e. Second Monday in October (Columbus Day)
- 25.3 Any holiday listed in this Article which falls on a Saturday shall be observed on the preceding Friday. Any holiday listed in this Article which falls on a Sunday shall be observed on the following Monday.

25.4 A full-time employee in pay status on the day a holiday is officially observed shall be entitled to an eight (8) hour holiday. A less than full-time employee in pay status on the day a holiday is officially observed shall be entitled to an eight (8) hour holiday pro rata. An employee on a leave of absence without pay or other nonpay status on a day a holiday is officially observed shall not be entitled to the holiday.

For those employees on a 4/10 or a 9/80 work schedule as provided in Article 28, if a holiday falls on a day in which the employee is scheduled to work ten (10) hours or nine (9) hours, holiday pay shall be for all hours (ten or nine) that the employee was scheduled to work.

If a holiday is observed on Monday through Friday when an employee is not scheduled to work, the employee shall be entitled to observe the holiday on another scheduled workday. The rescheduled holiday shall consist of the number of hours equivalent to the number of hours of the employee's normally assigned workday (8 hours, 9 hours, or 10 hours). This holiday must be rescheduled by agreement of the employee and the University and used within ninety (90) days after the holiday was observed.

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

25.6 When possible, the CSU shall give sixty (60) days' notice of any campus closure.

25.7 An employee shall be permitted to use accrued vacation or CTO or may be permitted to work a sufficient number of extra hours in advance at the appropriate rate of compensation if the President closes the campus and there are an insufficient number of holidays scheduled to be observed during the closure.

25.8 Should an employee, because of length of service, have insufficient vacation or CTO accrued to cover the scheduled days of closure, where possible, they shall be provided sufficient work to prevent any loss of pay or benefits. Such work shall be compensated at the appropriate rate and shall be performed prior to the scheduled day(s) of closure, unless an appropriate administrator deems it necessary to assign an employee to work during the scheduled day(s) of closure.

25.9 An employee is entitled to one (1) Personal Holiday which must be taken on one (1) day during the calendar year. If the employee fails to take the Personal Holiday before the end of the year, the holiday shall be forfeited. The scheduling of the holiday shall be by mutual agreement of the employee and the appropriate administrator.

- 25.10 If the first working day of a new employee is preceded by a holiday, the employee shall not be entitled to holiday pay.
- 25.11 No provision of this Article, except for provision 25.9, Personal Holiday, shall apply to academic year employees.

### Holiday Work Compensation

- 25.12 A full-time non-exempt employee who works on the day a holiday is officially observed shall receive appropriate compensation in accordance with applicable provisions of this Agreement. Such compensation shall be in cash or CTO, as determined by the President. Such determination shall be made prior to the time the employee works on a holiday. This provision shall apply pro rata to less than full-time employees.

An exempt employee who is required to work on the day a holiday is officially observed shall receive informal time off in an amount approximate to the time worked on a holiday on a date mutually determined by the employee and the supervisor.

- 25.13 When a holiday is observed pursuant to provision 25.3 and an employee is not scheduled to work on the day the holiday is observed, but is required to work on the calendar date of such a holiday, they shall only receive holiday work compensation for time worked on the calendar date of the holiday. Such compensation shall be provided pursuant to provision 25.12, Holiday Work Compensation, of this Article.

**ARTICLE 26**

**VACATION**

26.1 All ten (10) month, eleven (11) month and twelve (12) month employees are eligible for paid vacation in accordance with the schedule in provision 26.2 below.

26.2 Service requirements below are in terms of full-time service. Vacation accrual shall be earned on a pro-rata basis by employees who work less than full time.

Vacation Accrual Per Monthly Pay Period

<b>SERVICE REQUIREMENTS</b>	<b>DAYS</b>	<b>HOURS</b> (Hourly Equivalent of Days)
1 Month to 3 Years	5/6	6-2/3
37 Months to 6 Years	1-1/4	10
73 Months to 10 Years	1-5/12	11-1/3
121 Months to 15 Years	1-7/12	12-2/3
181 Months to 20 Years	1-3/4	14
241 Months to 25 Years	1-11/12	15-1/3
301 Months and Over	2	16

26.3 Any full-time employee who, on October 1, 1984, was accruing sixteen (16) hours or two (2) days of paid vacation for each qualifying month of service, and who was subsequently moved into the SSP Series as a result of implementation of that series, shall continue to accrue vacation at that rate for the life of this Agreement, provided the employee remains in the SSP series. Vacation accrual shall be earned on a pro-rata basis by such an employee who works less than full time.

26.4 Academic year employees are not eligible for paid vacation.

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

- 26.6 An authorized leave of absence without pay shall not be considered service for the purposes of vacation accrual.
- 26.7 Vacation credits are cumulative to a maximum of three hundred and twenty (320) working hours for ten (10) or less years of qualifying service, or four hundred and forty (440) working hours for more than ten (10) years of such service. Accumulations in excess of these amounts as of January 1 of each year shall be forfeited by the employee, except as provided in 26.10 and 26.11.
- 26.8 Vacations shall be scheduled and taken only as authorized by the appropriate administrator. If a conflict in vacation requests arises, the appropriate administrator may give consideration to the employee(s) having the longest length of service at the campus provided that operational needs are met.
- 26.9 Requests for scheduling vacation shall be submitted in writing to the appropriate administrator at least thirty (30) days in advance. When authorized to do so by the appropriate administrator, an employee may take vacation without submitting such a request. When a request is submitted in writing, the appropriate administrator shall respond in writing, either approving or denying the request. Failure to respond within ten (10) days to a timely request shall constitute approval of the request.
- 26.10 The President may permit an employee to carry over more than the allowable credits pursuant to provision 26.7 when the employee was prevented from taking enough vacation to reduce the credits because the employee:
- a. was required to work as a result of fire, flood, or other extreme emergency;
  - b. was assigned work of priority or critical nature over an extended period of time;
  - c. was absent on full salary for a compensable injury; or
  - d. was prevented from using vacation previously scheduled to be taken in December because of being on paid sick leave.
- 26.11 Whenever an employee's accrued vacation amount will exceed or has exceeded the maximum accrual by the end of the calendar year as a result of the denial of one or more requests by the employee to schedule and use vacation in the last quarter of the calendar year, the following procedure shall apply:
- a. The employee shall submit a vacation request for the use of the excess vacation and the appropriate administrator shall respond to the request within ten (10) working days.

- b. In the event that the request has not been granted within the ten (10) day period, the employee and the appropriate administrator shall attempt to reach mutual agreement on alternatives dates on which to use the excess vacation.
- c. If the employee and the appropriate administrator are unable to reach agreement, the employee may suggest three (3) alternative, non-overlapping periods of vacation time to be completed no later than June 30 of the new calendar year to utilize the excess vacation. The appropriate administrator shall agree to one of the three scheduling options submitted by the employee.
- d. If the employee fails to submit the three (3) scheduling options for use of the excess vacation, the appropriate administrator will direct the use of vacation on days to be determined by the appropriate administrator.

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

26.13 Upon separation from service without fault on their part, an employee is entitled to a lump-sum payment as of the time of separation for any unused or accumulated vacation or CTO. The vacation sum shall be computed by projecting the accumulated time on a calendar basis so that the lump sum will equal the amount which the employee would have been paid had they taken the time off, but not separated from service.

26.14 Employees separated from service through fault of their own are entitled to a lump-sum payment for any unused or accumulated vacation or CTO. The computation of this sum shall be based on actual accumulated time without projection as provided in 26.13.

## ARTICLE 27

### GENERAL PROVISIONS

#### 10/12 or 11/12 Pay Plan

- 27.1 A twelve (12) month employee may request movement to a ten (10) or eleven (11) month work year pursuant to Article 28, Hours of Work.
- 27.2 Probationary and permanent employees with a ten (10) or eleven (11) month work year shall be eligible to request participation in the 10/12 or 11/12 pay plan, respectively.
- 27.3 Participation of an eligible employee in the 10/12 or 11/12 pay plan shall be by mutual agreement of the appropriate administrator and the employee. Final approval by the President is required prior to employee participation in the 10/12 or 11/12 pay plan.
- 27.4 Withdrawal from participation in the 10/12 or 11/12 pay plan and return to a twelve (12) month annual work year may be requested by the employee. The President shall make a final determination as to the approval or denial of such requests.
- 27.5 An employee participating in the 10/12 or 11/12 pay plan shall receive their annual salary in twelve (12) salary warrants and appropriate benefits on a twelve (12) month basis.
- 27.6 An employee granted participation in the 10/12 or 11/12 pay plan shall retain their salary anniversary date.
- 27.7 An employee on the 10/12 or 11/12 pay plan shall accrue sick leave and vacation during the full twelve (12) month period.
- 27.8 Ten (10) or eleven (11) months of service by an employee in the 10/12 or 11/12 pay plan shall constitute one (1) year of service for Long-Term Satisfactory Service Bonuses and retirement.
- 27.9 Approval and denial of written employee requests by the President as specified in provisions 27.3 and 27.4 shall be in writing and shall not be subject to Article 10, Grievance Procedure.



Travel Reimbursement

27.10 Employee expenses incurred as a result of travel on official CSU business shall be reimbursed in accordance with CSU travel regulations.

## ARTICLE 28

### HOURS OF WORK

- 28.1 Academic year employees shall be available for assignment on each academic workday as specified on the campus academic calendar.
- 28.2 Ten (10) and eleven (11) month employees shall be available for assignment on all workdays within the assigned ten (10) or eleven (11) months, respectively.
- 28.3 Twelve (12) month employees shall be available for assignment on all workdays within the assigned twelve (12) months.
- 28.4 For those employees assigned a five (5) day workweek, the workday shall normally consist of eight (8) hours. The workweek for such employees shall normally be Monday through Friday, inclusive.
- 28.5 For those employees assigned a four (4) day workweek, the workday shall normally consist of ten (10) hours.
- 28.6 For those employees assigned a 9/80 work schedule, a schedule shall consist of nine (9) hour shifts on four (4) consecutive days during each calendar week plus an additional eight (8) hour shift every other week. In calendar weeks in which the employee works the eight (8) hour shift, the eight (8) hour shift shall be worked on (1) the day following the fourth consecutive nine (9) hour workday or (2) on the day prior to the four (4) consecutive nine (9) hour workdays.

The President shall designate that the workweek period begins at the midpoint of the bi-weekly eight (8) hour day so that the first four (4) hours of the eight (8) hour shift shall fall within one workweek, and the last four (4) hours of the eight (8) hour shift shall fall within the next workweek. Accordingly, each workweek shall consist of forty (40) hours. An employee shall not be entitled to overtime pay unless the employee works in excess of the foregoing schedule.

The two possible schedules are:

Schedule A - Employee works a 9/80 schedule which consists of working nine (9) hour shifts each Monday through Thursday. Employee works every other Friday for eight (8) hours.

Schedule B – Employee works a 9/80 schedule which consists of working nine (9) hour shifts Tuesday through Friday. Employee works every other Monday for eight (8) hours.

The two schedule options would be the following:

**Schedule A**

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
	9 hrs	9 hrs	9 hrs	9 hrs	4 hrs	
					4 hrs	
	9 hrs	9 hrs	9 hrs	9 hrs		

**Schedule B**

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		9 hrs	9 hrs	9 hrs	9 hrs	
	4 hrs	9 hrs	9 hrs	9 hrs	9 hrs	
	4 hrs					

An employee’s manager may approve change requests to the alternate schedule after input from appropriate departments (e.g., Human Resources) on related impacts (e.g., timing, pay) of the proposed change have been reviewed and coordinated as appropriate. All schedule changes must be approved in advance.

- 28.7 Less than full-time employees shall be assigned hours and days of work as determined by the appropriate administrator.
- 28.8 Daily and weekly work schedules shall be established by the appropriate administrator. An employee shall be provided with notification of a permanent work schedule change or a summer work schedule change at least twenty-one (21) days prior to the effective date of the work schedule change.

Meal Periods

- 28.9 An employee shall generally be entitled to a meal period of not less than 30 minutes or not greater than sixty (60) minutes. The time of such a meal period shall be designated by the appropriate administrator. The appropriate administrator may adjust meal

periods to account for variations in work schedules. Such meal periods shall not count toward hours worked, except as provided for in provision 28.10.

- 28.10 An employee in a classification listed in Appendix D who is required to remain on the job at their work station for a full workday shall be permitted to take a meal period, not to exceed thirty (30) minutes, during worktime.

#### Meal Allowance

- 28.11 When an employee is required to work more than two (2) hours before or two (2) hours after a regularly scheduled workday, they may claim the actual cost of each overtime meal up to the maximum of fifteen (15) dollars. All claims for overtime meal reimbursements must be supported by a voucher. The time taken to consume the overtime meal will not be included in the computation of overtime for the purposes of this allowance.

- 28.12 An employee shall not be required to interrupt their work to consume their overtime meal. Overtime meals may be taken before, after or during the overtime period. This provision shall not apply to employees receiving a per diem rate.

#### Employee Request for Work Schedule Change

- 28.13 An employee may submit a written request to the appropriate administrator for a permanent change in the work hours and/or workdays of their work schedule and/or work year. Such a request shall be submitted twenty-one (21) days prior to the requested effective date of the change. An employee shall not submit more than four (4) such requests per year. The appropriate administrator shall respond in writing to the employee regarding approval or denial of such a request.

#### Rest Periods

- 28.14 An employee in a classification listed in Appendix D shall be allowed rest periods each workday of fifteen (15) minutes for each four (4) hours worked. Rest period schedules shall be determined by the appropriate administrator in accordance with the requirements of the department. Rest periods shall be counted toward hours worked. Rest period time not taken shall not be cumulative.

## Overtime

- 28.15 Overtime is defined as authorized time worked in excess of forty (40) hours in the designated workweek.
- 28.16 For full-time employees in classifications listed in Appendix D, the workweek shall consist of seven (7) consecutive twenty-four (24) hour periods beginning at 12:01 a.m. on Sunday and ending at 12:00 midnight the following Saturday. The President may approve alternate workweeks of any other seven (7) consecutive twenty-four (24) hour periods. These employees shall work a minimum workweek of forty (40) hours and are eligible for overtime compensation. Authorized work may include participation in committee assignments and participation in approved career development activities.
- 28.17 Overtime shall be compensated at one and a half (1 1/2) times the employee's regular hourly rate.
- 28.18 Paid holiday, paid sick leave, and paid vacation time shall be counted as time worked for the purposes of this Article.
- 28.19 All overtime hours worked shall be compensated by cash or compensatory time off (CTO) as determined by the appropriate administrator. If an employee has been unable to take their CTO and has a CTO balance in excess of one hundred twenty (120) hours as of December 31, they shall be paid in cash for all hours in excess of one hundred twenty (120). Such payment shall be made by February 1 of each year.
- 28.20 The only official methods for the computation and accumulation of overtime in this bargaining unit are those provided in this Article.
- 28.21 Overtime shall be authorized and assigned by the appropriate administrator.
- 28.22 The appropriate administrator shall endeavor to equalize the overtime work among all qualified employees who have expressed interest in overtime work. An employee shall be required to work overtime if no qualified volunteer is available.
- 28.23 Requests for scheduling CTO shall be submitted to the appropriate administrator at least seven (7) days in advance. CTO shall be scheduled and taken only as authorized by the appropriate administrator. When authorized to do so by the appropriate administrator, an employee may take CTO without submitting such a request.

- 28.24 Upon seven (7) days' notice to the employee, the appropriate administrator may direct the employee to take earned CTO. When possible, the scheduling of such CTO shall be by mutual agreement of the employee and the appropriate administrator.
- 28.25 Upon request of the employee, the appropriate administrator shall provide an accounting of the employee's CTO balance.
- 28.26 When an employee is separated from service, they are entitled to a lump-sum payment for any earned CTO by reason of previous overtime worked.
- 28.27 Exempt Employees

The intent of this section 28.27 is to comply with the requirements of the Fair Labor Standards Act (FLSA).

- a. For full-time employees in classifications listed in Appendix C, the workweek shall be an average of forty (40) hours per week during any six (6) consecutive pay periods. This provision shall apply pro rata to less than full-time employees. Authorized work may include performance of specialized professional services, participation in committee assignments and participation in approved professional activities. Work in excess of the average workweek is not compensable in cash or CTO, and shall not be deemed overtime.
- b. Employees shall not be assigned an unreasonable or excessive workload.
- c. Employees who have absences of less than a full day shall receive a full day's salary and shall neither have their salary docked nor be required to use sick leave or vacation for such absences of less than a full day.
- d. CSU employees in exempt classifications are exempt from FLSA which means they are exempt from overtime payment requirements. If exempt employees need to work hours in excess of the normal business week or business day, they do not receive overtime or CTO. Exempt employees are expected to accomplish assigned work without regard for numbers of hours worked. When it is necessary for employees to work extended hours, managers may authorize informal adjustments in work hours. Normally, it is not necessary to keep complex records of hours worked. If a manager feels an employee is not working an appropriate number of hours, the employee should be counseled. If corrective actions are being considered, performance records should be maintained. Any non-disciplinary, corrective action by supervisors should be addressed to failures by

the employee to meet job performance standards and requirements. Typically, such cases should usually involve consultation by the supervisor with the campus Human Resources Office. Human Resources is informed of FLSA requirements and is able to obtain advice from the Office of General Counsel as needed.

The provisions of this section 28.27 are subject to the grievance procedure and pursuant to Article 10, grievances may be filed by individual employees, groups of employees or the Union on behalf of a unit employee or group of unit employees.

At the option of APC, in the event that a grievance alleging a violation of this provision is not settled at Level I, APC may submit solely the issue of whether a violation of this provision occurred directly to arbitration no later than thirty (30) days after the Level I response. In considering whether this provision has been violated, the Arbitrator shall not be precluded from reviewing the contract as a whole. Such arbitration hearing shall be held on a mutually agreeable date within forty-five (45) days of the date of the arbitration submission. Any party, its witnesses or the arbitrator may elect to participate in such arbitration hearings via conference telephone call. Such arbitrations concerning this provision shall be conducted without court reporter's transcripts or briefs.

Each individual's case will be decided on its own merits and grievance/arbitration decisions concerning this provision shall not operate as a precedent for other cases. The Arbitrator shall issue a written award but no opinion. With regard to provisions A, B, and D above, the sole and exclusive remedy for the CSU's violation of the terms of this provision shall be limited to a prospective cease and desist order.

## On-Call Time and Call-Back Residence Life Employees

### 28.28 Definitions

#### a. On-Call Time

“On-call time” as used in this Article refers to time during which a residence life employee must be available to work if deemed necessary by the appropriate administrator.

b. Call-Back

“Call-Back” refers to any instance in which the appropriate administrator deems it necessary that a residence life employee actually work while on on-call time.

28.29 Additional Terms and Conditions of Employment

Residence life employees may be required to complete and sign an appointment letter or job offer letter as determined by each campus. The letter may include the terms of the use of campus-provided living accommodations, the terms of use of campus dining plans and residential or priority parking lots, the terms of campus facilities and accommodations by family members and guests, pet policies, the terms of use of campus facilities and/or equipment, use of vacation or other leave programs, on-call scheduling, and/or clarification of work and training schedules. The terms and conditions of this Agreement remain in full force and effect for residence life employees except as modified in Article 28.30-28.31 below.

28.30 Compensation for On-Call Time

a. Unrestricted

When the CSU does not impose mandatory restrictions on an employee’s use of on-call time other than being available to report for work fit for duty and in a timely manner, the first two (2) hours of continuous on-call time shall be considered as:

1. For non-exempt employees, a compensable part of the “workday” within the meaning of Article 28.4 and 28.5, the “shift(s)” within the meaning of Article 28.6, and “time worked” within the meaning of Article 28.15; and
2. For exempt employees, “hours worked” within the meaning of Article 28.27.

b. Restricted

When the CSU imposes mandatory restrictions on an employee’s alcohol use or their geographical location while on-call other than being available to report for work fit for duty and in a timely manner, the entire period of continuous on-call time while under such restrictions shall be considered as:



1. For non-exempt employees, a compensable part of the “workday” within the meaning of Article 28.4 and 28.5, the “shift(s)” within the meaning of Article 28.6, and “time worked” within the meaning of Article 28.15; and
2. For exempt employees, “hours worked” within the meaning of Article 28.27.

#### 28.31 Compensation for Call Back

When an employee is called back to actually work while on on-call time, and the amount of time worked when called back exceeds the two (2) hours for which the employee has already been compensated under Article 28.30, the actual time worked beyond the two (2) hours compensated under Article 28.30 shall be considered as:

- a. For non-exempt employees, a compensable part of the “workday” within the meaning of Article 28.4 and 28.5, the “shift(s)” within the meaning of Article 28.6 and “time worked” within the meaning of Article 28.15; and
- b. For exempt employees, “hours worked” within the meaning of Article 28.27.

## ARTICLE 29

### AUTHORSHIP OF CSU-PRINTED MATERIAL

- 29.1 Upon the request of an employee(s), the appropriate administrator may recognize authorship by including the name(s) of a principal contributor(s) as determined by the appropriate administrator on a page of the appropriate CSU publication(s). Decisions made by the appropriate administrator pursuant to this Article are final and not subject to Article 10, Grievance Procedure, of this Agreement.

## ARTICLE 30

### OUTSIDE AND ADDITIONAL EMPLOYMENT

#### Outside Employment

- 30.1 Outside employment shall not conflict with regularly scheduled work assignments, overtime requirements, or satisfactory performance of all duties of the employee.

#### Additional Employment

- 30.2 For any employee, the maximum aggregate time base of all appointments within the CSU shall be the equivalent of one (1) full-time position except as provided below.
- 30.3 Additional employment shall mean a compensated appointment in addition to a time base equivalent to one (1) full-time position.
- 30.4 The maximum allowable additional employment for employees is twenty-five percent (25%) above the equivalent of a full-time appointment. Such a maximum shall apply regardless of funding source for employee compensation.
- 30.5 An employee shall indicate, on a form provided by the CSU at the time of the offer of appointment, all current employment commitments within the CSU.
- 30.6 The granting or denial of an additional employment appointment to an employee is at the sole discretion of the President, but no employee shall be assigned additional employment pursuant to this Article without the employee's consent. The decision to deny an additional employment appointment to an individual shall not be subject to Article 10, Grievance Procedure.
- 30.7 During periods of approved vacation, employees may be appointed to position(s) in any CSU classification, up to the maximum aggregate time base of one (1) full-time position as augmented by 30.4 above.
- 30.8 During periods between academic years and academic terms academic year employees may be appointed to position(s) in any CSU classification, up to the maximum aggregate time base of one (1) full-time position as augmented by 30.4 above.

30.9 During periods outside of the assigned ten (10) or eleven (11) month work year, ten (10) or eleven (11) month employees may be appointed to position(s) in any CSU classification, up to the maximum of aggregate time base of one (1) full-time position as augmented by 30.4 above.

#### Limitations on Additional Employment

30.10 Employees are eligible for additional employment appointments to any classification except those listed in Appendix A. However, employees on other than a 12 month schedule (e.g., Academic Year or 10/12), are eligible for appointments in classifications listed in Appendix A during the months in which they are not scheduled to work.

30.11 Additional employment appointments shall be in addition to, and outside of, scheduled work hours and/or workdays of any other CSU employment. No employee is eligible to receive release time from their position in order to pursue or perform additional employment within the CSU.

30.12 An employee may, within the limitations set forth in provisions 30.2 through 30.11 of this Article, and pursuant to provision 28.13 of Article 28, Hours of Work, request an adjustment in their work schedule for the purpose of performing additional employment.

## ARTICLE 31

### SAFETY

- 31.1 The CSU recognizes the importance of safe and healthful working conditions and shall endeavor to maintain such conditions conducive to the health and safety of employees.
- 31.2 Safety equipment deemed necessary by the President shall be provided to the employee in accordance with campus procedures.
- 31.3 An employee shall endeavor to maintain safe working conditions and shall adhere to CSU-established safety rules, regulations, and practices.
- 31.4 An employee who observes or detects any safety hazard shall immediately report it to their immediate supervisor or appropriate administrator. All work-related injuries and illnesses shall be reported immediately to the appropriate administrator.
- 31.5 Recommendations and suggestions regarding safety and requests for safety equipment presented by an employee shall be considered. When such recommendations and suggestions are submitted to the appropriate administrator in writing, the appropriate administrator shall respond in writing.
- 31.6 When an employee in good faith believes that they are being required to work under unhealthy or unsafe conditions or without adequate safety equipment, they shall notify the appropriate administrator. The appropriate administrator or Environmental Health and Safety Officer shall investigate as soon as possible the alleged unhealthy or unsafe conditions or lack of safety equipment and shall immediately communicate with the employee as to the results of such an investigation and, if deemed necessary, the steps that shall be taken to correct the conditions.
- 31.7 An employee may request a temporary relocation when the employee believes in good faith that their present assignment presents a clear danger to their health or safety. The appropriate administrator shall respond promptly to such a request. Such a request shall not be unreasonably denied during the preliminary aspect of any investigation. If such an unsafe or unhealthy condition is found during such an investigation, a temporary relocation shall continue until a remedy is implemented.
- 31.8 One (1) employee from the bargaining unit on each campus shall be designated by APC to represent the safety interest of employees in the bargaining unit. Such representation shall be by membership on the existing campuswide safety committee. Such a

representative may submit agenda items related to health and safety. This provision shall not preclude other bargaining unit employees from serving on the campuswide safety committee when appointed by means other than those provided in this provision.

- 31.9 Upon request of, and at the expense of APC, the CSU shall provide APC with copies of existing reports in the possession of the CSU pertaining to employee and/or work place health and safety, exclusive of information defined as "confidential" or "personal" pursuant to the Information Practices Act of 1977. Nothing in this provision shall require the Employer to draft new or unique reports at the request of the Union.

## 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.

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.
- 33.2 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, 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), shall be made available.
- 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.

### 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.

### 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.

33.32 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 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, 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.

## **APPENDICES**



**APPENDIX A**

**UNIT 4 - ACADEMIC SUPPORT**

Shall INCLUDE:

<u>Class Code</u>	<u>Classification Title</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
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.

<u>Class Code</u>	<u>Classification Title</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.

**APPENDIX E**

**THE CALIFORNIA STATE UNIVERSITY  
GRIEVANCE PROCEDURE FORM**

UNIT 4

LEVEL OF FILING

DATE OF FILING

Campus: \_\_\_\_\_

Level I - President \_\_\_\_\_

Level II – Labor Relations, \_\_\_\_\_  
Office of the Chancellor

GRIEVANT'S NAME

CLASSIFICATION

CAMPUS TELEPHONE NUMBER

Specific term of agreement alleged violated (provide Unit 4 contract provision number):

Detailed description of the grounds of the grievance (include dates, places, times, etc.):

(If more space is needed, additional sheets may be attached.)

Proposed remedy:

Grievant's signature:

Grievant's address:

Name of representative:

Representative's address and telephone number:

Response

Level I //

Level II //

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Please provide one copy of each grievance filing or response to: a) employee; b) Employer (level of filing); c) Labor Relations, Office of the Chancellor, 401 Golden Shore, Long Beach, CA 90802; d) employee's representative.

(Revised 2005)





Response:

Level I //

Level II //

Level III //

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Please provide one copy of each reconsideration request filing or response to: a) employee; b) Employer (level of filing); c) Labor Relations, Office of the Chancellor, 401 Golden Shore, Long Beach, CA 90802; d) employee's representative.

(Revised 2005)

**APPENDIX G**  
**SALARY SCHEDULE**

The Unit 4 salary schedule can be found at

<http://calstate.edu/HRAdm/SalarySchedule/SalaryDocs.aspx>



APPENDIX I

LETTER OF UNDERSTANDING

Letter of Understanding

It is agreed by and between the undersigned parties as follows:

Employees eligible for a Difference in Pay Leave under the terms of the Unit 4 1984 Impact Agreement shall remain eligible under the terms in effect at that time.

For the California State University

*James H. Carlsba*

1-21-94  
Date

For the Academic Professionals  
of California

*Edward R. Baruch*

1/19/94  
Date

**APPENDIX J**  
**SUPERSESION**

This Agreement shall supersede the following codes as listed in HEERA:

<b><u>ISSUE</u></b>	<b><u>EDUCATION CODE</u></b>	<b><u>GOVERNMENT CODE</u></b>
Personnel File	89546	
Holidays		6700 19853 19854
Sick Leave		19859 19860 19861 19862 19864
Leaves of Absence Without Pay	89510 89512 89519	
Hours of Work	89502	19851 19852 19848
Layoff	89543 89550 89551 89552 89553 89555 89556	

**EDUCATION  
ISSUE**

**GOVERNMENT  
CODE**

**CODE**

Vacation

89504

19839

19858.1

19858.2

Probation and  
Permanency/Tenure

89531

89533

89534

## **APPENDIX K**

### **MEMORANDUM OF UNDERSTANDING** **TRAINEES**

The parties hereby agree as follows:

1. This Memorandum of Understanding shall become effective upon ratification by both parties.
2. In accordance with the existing classification standard, the training period for Evaluator Trainee or Credential Analyst Trainee shall be six (6) to twelve (12) months.
3. Trainees shall be appointed at a salary rate within the appropriate classification's salary range. If at the time of appointment, the trainee is a person employed on the campus, the salary rate shall be at the trainee's current salary rate unless the rate is outside the trainee classification salary range. In such cases, the trainee's salary shall be at the salary rate within the range which is closest to the trainee's current campus salary.
5. Trainee classifications shall be temporary classifications and shall not be utilized beyond the training period specified in the classification standard or this Memorandum of Understanding.
6. Upon the successful completion of training (as determined by the President), an employee shall be appointed to the appropriate Level I classification and shall be granted a salary increase of no less than five percent (5%). In such cases, the employee shall receive credit of six (6) months toward completion of their Level I probationary period for the time worked in the trainee classification.
7. If at any time during or at the completion of the training period the President determines that an employee is not performing successfully, the employee shall return to the Unit 4 classification and salary held immediately prior to the training period only if such employee held permanent status in that classification.
8. The Parties agree that the SSP I A classification will be amended to state that the classification provides a training opportunity for approximately six months to twelve months (not to exceed twelve months).



## APPENDIX L

### INSTRUCTIONS FOR COMPLETION

**USE:** The Report of Employee Performance form is to be used for the evaluation of employees in Unit 4, Academic Support. Evaluations are conducted during the employee's probationary period and annually thereafter. The evaluator may wish to evaluate an employee more often than the prescribed intervals. When doing so, mark the box labeled Special. If space is inadequate, the evaluator may attach extra sheets containing comments, or Page 3 of this document provides additional space.

**Section A:** Check one column for each factor. When a factor is not considered applicable to a particular job or when the evaluator has not been able to observe the behavior, the category may be recorded as Not Applicable (NA). Check marks in Columns "1" and "2" require specific explanation in Section D. Record the overall performance in the section entitled Overall Evaluation, taking into account all factors and total performance over the period being evaluated. The Overall Evaluation should not be viewed as an average of all areas rated. The value applied to a factor may vary depending on the duties assigned to the position.

**Meets Expectations:** Meets all normal requirements of the position in a competent manner. **Exceeds Expectations:** Consistently competent performance exceeding normal standards in all critical factors for the position. **Outstanding:** Total performance is far above normal standards for the position. **Below Expectations:** Total performance periodically or regularly falls short of expectations. Specific deficiencies should be noted in Section D or in a signed and dated attachment.

**Unacceptable Performance:** Performance is clearly inadequate. Employee has demonstrated an inability or unwillingness to improve or meet expectations. Performance is not acceptable for position held. Specific deficiencies should be noted either in Section D or in a signed and dated attachment.

**Section B:** Describe outstanding qualities. Provide examples for check marks in Columns "4" and "5." (Attach additional sheets if necessary.)

**Section C:** Discuss progress or lack thereof toward achievement of goals during last rating period.

**Section D:** Discuss required improvement or correction. Provide examples for marks in Columns "1" and "2". (Attach Additional sheets if necessary.)

**Section E:** Record agreed-upon or prescribed performance goals for the next evaluation period.

**Section F:** Complete this section only if the employee is on probation. At any time during the probationary period, an employee may be rejected from further employment or, if permanent in another class, returned to that class. If the evaluator wishes to recommend rejection during probation, the evaluator must immediately notify the Office of Consultation will be provided at that time.

#### **RECOMMENDATIONS FOR COMPLETING THE EVALUATION PROCESS:**

1. Prepare an initial draft of the Report of Employee Performance. Prior to meeting with the employee to discuss the draft Report, the evaluator may request the employee to complete a self-evaluation, which will also be discussed during the performance evaluation interview.
2. Provide the employee with a draft copy of the Report of Employee Performance prior to a performance evaluation interview and inform the employee of the date, time, place and purpose of the evaluation interview. The employee shall have 14 days to submit a rebuttal (if any) to the evaluator before the evaluation is finalized. During the interview, the evaluator should encourage the employee to discuss their opinions and observations regarding the content of the evaluation.
3. Upon completion of the evaluation interview, the Report of Employee Performance is completed in final form and signed by the evaluator. The Report is then given to the employee for signature. The employee may include comments on the form or may attach written comments, if desired, and return the Report to the evaluator. If the employee refuses or declines to sign the Report, the evaluator must indicate this under EMPLOYEE'S SIGNATURE OR ACKNOWLEDGEMENT. If the employee disagrees with the final performance evaluation, the employee may also subsequently submit a rebuttal statement that will be attached to the final performance evaluation in the employee's personnel file.
4. The Report of Employee Performance is forwarded to the reviewing officer for signature. The reviewing officer is an MPP manager to whom the evaluator reports unless the college or department has designated another manager to act as reviewing officer
5. The completed Report of Employee Performance and any attachments must be copied and distributed by the evaluator as follows: **ORIGINAL**-to the Office of ; **COPY**-to the employee being evaluated; **COPY**-to the department.





**APPENDIX M**

**SIDE LETTER OF AGREEMENT\***

**23.8 AND 23.7 D.**

THE PARTIES AGREE THAT FOR FY 2009 – 2010 AND FOR FY 2010-2011 ONLY, THE MERIT BONUS POOL CREATED IN FY 2005/2006 AND FY 2006/2007 (\$762,300) WILL BE ADDED TO THE MONIES AVAILABLE FOR THE BUDGET SHORTFALL MITIGATION BONUS. IN EACH YEAR THE TOTAL AVAILABLE POOL CREATED PER PROVISION 23.7 PLUS THE \$762,300 WILL BE DISTRIBUTED PURSUANT TO PROVISION 23.7 D.

THIS AGREEMENT ENDS AFTER THE BUDGET SHORTFALL MITIGATION BONUS IS PAID FOR FY 2010 – 2011 AND THE PREVIOUS CONTRACT LANGUAGE IS REINSTATED.

**\*This side letter is for historical purposes in order to ensure clarity in the allocation of the funds referenced herein, because the parties agree that the substance of this side letter has been superseded by other provision(s) of the CBA.**