

## Metadata header

This contract is provided by UC Berkeley's Institute of Industrial Relations Library (IIRL). The information provided is for noncommercial educational use only. It may have been reformatted from the original and some appendices or tables may be absent. Note that subsequent changes, revisions, and corrections may apply to this document.

For more information about the IIR Union Contracts Project, contact:  
Lincoln Cushing, [lcushing@library.berkeley.edu](mailto:lcushing@library.berkeley.edu)

**IDnum** 401    **Language** English    **Country** United States    **State** CA

**Union** CSEA (California State Employees Association)

**Local** SEIU Local 1000, bargaining units 2,5,7,9

Occupations Represented
Multiple occupations represented

**Bargaining Agency** Trustees of the California State University

**Agency industrial classification (NAICS):**

61 (Educational Services)

**BeginYear** 2002    **EndYear** 2005

**Source** [http://www.calstate.edu/LaborRel/Contracts\\_HTML/CSEA\\_Contract/index.shtml](http://www.calstate.edu/LaborRel/Contracts_HTML/CSEA_Contract/index.shtml)

**Original\_format** PDF (unitary)

**Notes**

**Contact**

**Full text contract begins on following page.**

---

# COLLECTIVE BARGAINING AGREEMENT

CSEA

**Bargaining Units 2, 5, 7 and 9**

**July 1, 2002 - June 30, 2005**

## TABLE OF CONTENTS

<a href="#"><u>Article 1 - Recognition</u></a>	<a href="#"><u>Article 19 - Overtime</u></a>
<a href="#"><u>Article 2 - Definitions</u></a>	<a href="#"><u>Article 20 - Salary</u></a>
<a href="#"><u>Article 3 - Management Rights</u></a>	<a href="#"><u>Article 21 - Benefits</u></a>
<a href="#"><u>Article 4 - Effect of Agreement</u></a>	<a href="#"><u>Article 22 - Professional Development</u></a>
<a href="#"><u>Article 5 - Union Rights</u></a>	<a href="#"><u>Article 23 - Health and Safety</u></a>
<a href="#"><u>Article 6 - Concerted Activities</u></a>	<a href="#"><u>Article 24 - Layoff</u></a>
<a href="#"><u>Article 7 - Grievance Procedure</u></a>	<a href="#"><u>Article 25 - Non-Discrimination</u></a>
<a href="#"><u>Article 8 - Complaint Procedure</u></a>	<a href="#"><u>Article 26 - Cruise Employees</u></a>
<a href="#"><u>Article 9 - Employee Status</u></a>	<a href="#"><u>Article 27 - Labor Management Committees</u></a>
<a href="#"><u>Article 10 - Employee Performance</u></a>	<a href="#"><u>Article 28 - Duration and Implementation</u></a>
<a href="#"><u>Article 11 - Personnel File</u></a>	Appendix A - Included Classifications
<a href="#"><u>Article 12 - Corrective Action</u></a>	Appendix B - List of Per Diem Employees
<a href="#"><u>Article 13 - Unauthorized Leaves of Absence</u></a>	Appendix C - Overtime/Shift Differential
<a href="#"><u>Article 14 - Vacations and Holidays</u></a>	Appendix D - Supersession
<a href="#"><u>Article 15 - Leaves of</u></a>	Appendix E - Salary Schedule

[Absence With Pay](#)

[Article 16 - Leaves of  
Absence Without Pay](#)

[Article 17 -  
Assignment/Reassignment](#)

[Article 18 - Hours of Work](#)

Appendix F -Custodial Labor  
Management Committee

Appendix G - Letter of  
Understanding - Classification  
and Qualification Standards

Appendix H - Memorandum  
of Understanding - Salary  
Range Adjustments

## ARTICLE 1

### RECOGNITION

#### 1.1

The Trustees of The California State University (CSU) recognize the California State Employees' Association, (CSEA), Service Employees International Union (SEIU) Local 1000, AFL-CIO, the Union, as the sole and exclusive bargaining representative for Bargaining Units 2, 5, 7 and 9, which includes the employees in classifications described in Appendix A of this Agreement.

#### 1.2

The parties further agree that management, supervisory, and confidential employees as defined in the Higher Education Employer-Employee Relations Act of 1978 (HEERA) are excluded from the bargaining units.

#### 1.3

The parties agree that employees in classifications described in Appendix A of this Agreement appointed for ninety (90) days or less are excluded from the bargaining units and are not covered by the terms of this Agreement.

#### 1.4

The parties may mutually agree in writing to modify the unit to include or delete classification(s). If the parties disagree as to the inclusion or deletion of classification(s), either party may seek a unit modification pursuant to the procedures established by the Public Employment Relations Board (PERB).

#### 1.5

**The University reserves the right at any time to move a position into a Confidential classification when the duties are consistent with the Confidential designation as defined in HEERA. The Union reserves the right to challenge before PERB whether a position designated by the University is confidential within the meaning of HEERA. Any Confidential employee whose duties are changed to remove confidential duties as defined in**

**HEERA shall be appointed by the University to the classification and bargaining unit appropriate to the duties of the assignment.**

## ARTICLE 2

### DEFINITIONS

2.1

Administrator - The term "administrator" as used in this Agreement refers to an employee serving in a position designated management or supervisory as defined by HEERA.

2.2

Appropriate Administrator - The term "appropriate administrator" as used in this Agreement refers to the immediate non-bargaining unit supervisor or manager to whom the employee is normally accountable, or who has been designated by the President.

2.3

Bargaining Unit - The term "bargaining unit" as used in this Agreement refers to the bargaining unit defined in Article 1, Recognition.

2.4

Calendar Year - The term "calendar year" as used in this Agreement refers to the period of time from January 1 through December 31.

2.5

Campus - The term "campus" as used in this Agreement refers to one university or college 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.

2.6

Chancellor - The term "Chancellor" as used in this Agreement refers to the chief executive officer of the CSU or his/her designee.

2.7

Conversion - The term "conversion" as used in this agreement refers to the implementation of new classification structure(s) in which the original classification(s) are abolished and replaced with new classification structure(s) with a new set of classification(s) and the employees are placed in the new classification(s). The impact of any conversion

including, but not limited to, compensation shall be subject to the collective bargaining process.

2.8

Cruise Employee - A cruise employee is an employee who works at the California Maritime Academy and is scheduled to work on the same basis as employees under an Academic Year Pay plan and are required to work one (1) cruise a year.

2.9

CSEA/CSU Division Administrator – The term “CSEA/CSU Division Administrator” as used in this agreement refers to the position within CSEA assigned overall responsibility for the CSU Division of CSEA.

2.10

CSU - The term "CSU" as used in this Agreement refers collectively to the Trustees, the Office of the Chancellor, and the universities and colleges.

2.11

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, 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.

2.12

Employee - The term "employee" as used in this Agreement refers to a bargaining unit member who is a full-time, part-time, probationary, permanent, or temporary employee.

- a. Full-time Employee as used in this Agreement refers to a bargaining unit employee who is serving in a full-time appointment.
- b. Part-time Employee as used in this Agreement refers to a bargaining unit employee who is serving in less than a full-time appointment.
- c. Probationary Employee as used in this Agreement refers to a bargaining unit employee who has received a probationary appointment and is serving a period of probation.
- d. Permanent Employee as used in this Agreement refers to a bargaining unit employee who has been awarded permanent status and is serving in a permanent appointment.

- e. Temporary Employee as used in this Agreement refers to a bargaining unit employee who is serving in a temporary appointment for a specific period of time.
- f. Per diem Employee as used in this agreement refers to a type of hourly intermittent employee in classifications listed in Appendix B who are paid by a per diem salary rate which includes a base hourly rate plus twenty-nine percent (29%) of the hourly rate. A per diem employee does not accrue leave and is not eligible for benefits and is not covered by Articles 14, 15, 16, 21, and 22. A per diem employee is eligible for retirement pursuant to Provision 21.30 (Part-time Employees Retirement Plan) and in accordance with PERS regulations. Per diem employees shall not displace bargaining unit employees. "Displacement" includes layoff and demotion.
- g. Intermittent Employee as used in this Agreement refers to a temporary bargaining unit employee who works on an hourly-intermittent basis.

2.13

Fiscal Year - The term "fiscal year" as used in this Agreement refers to the period of time from July 1 through June 30.

2.14

In-classification Progression - The term "in-classification progression" as used in this Agreement refers to movement from one skill level to a higher skill level within a classification.

2.15

In-range progression – The term "in-range progression" as used in this agreement refers to an increase in salary within a salary range or sub-range.

2.16

Lead Work Assignment - The term "lead work assignment" as used in this Agreement refers to a written assignment made by an appropriate administrator to a bargaining unit member which includes a broad range of responsibilities for providing work direction to other bargaining unit members.

2.17

Notice - The term "notice" or "notification" as used in this Agreement in Articles 1, 3, 4, 9, 17, 21, 24, and 28 refers to the process of providing formal and official written communication to CSEA or the CSU. Unless

otherwise expressly agreed upon, notice to both CSEA and CSU shall be made to their respective headquarters.

2.18

Parties - The term "parties" as used in this Agreement refers to the CSU and the California State Employees' Association.

2.19

President - The term "President" as used in this Agreement refers to the chief executive officer of a university or college or his/her designee. The term "President" shall also refer to the Chancellor or his/her designee, when appropriate.

2.20

Skill Level - The term "skill level" as used in this Agreement refers to a designated level within a classification containing skill levels that defines the requirements of a position or the duties and capabilities expected of an incumbent at that level.

2.21

Sub-Range - The term "sub-range" as used in this Agreement refers to the identified minimum and maximum salary rates related to a specific skill level within a salary range.

2.22

Trustees - The term "Trustees" as used in this Agreement refers to the Board of Trustees of the CSU.

2.23

Union - The term "Union" as used in this Agreement refers to the California State Employees' Association (CSEA) exclusive bargaining representative.

2.24

Union Representative - The term "Union Representative" as used in this Agreement refers to a person who has been officially designated in writing by the Union as a Union Representative and shall include but not be limited to Campus Bargaining Unit Representatives, Chapter Presidents and Vice Presidents, Chapter Secretary/Treasurers, Chapter Job Stewards, Chapter Chief Job Stewards, Division Director, Deputy Division Director,

Bargaining Unit Council Chairs and Vice Chairs, and paid employees of CSEA.

2.25

Workday - The term "workday" as used in this Agreement refers to the hours an employee is scheduled for work on any one calendar day.

2.26

Worktime/Work Hours - The terms "worktime" and/or "work hours" as used in this Agreement refer to time spent in compensated employment except time spent on all paid disability leaves and workers' compensation.

2.27

Telecommuting - The term "telecommuting" as used in this Agreement refers to the performance of the assigned duties and responsibilities of an employee's position in a space specifically set aside as an office, typically in the employee's residence (home office).

## ARTICLE 3

### MANAGEMENT RIGHTS

#### 3.1

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.

#### Contracting Out

#### 3.2

When the Employer deems it necessary in order to carry out the mission and operations of the campus, the Employer may contract out work provided that the contracting out does not displace bargaining unit employees. "Displacement" includes layoff, demotion, involuntary transfer to a new classification, involuntary transfer to a new location requiring a change of residence, and involuntary time base reductions.

#### 3.3

The CSU shall notify the Union when contracting out is to be on a long-term basis. Long term contracting out shall mean contracting which is more than one hundred eighty (180) days. 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. The CSU shall meet with the Union for this purpose within thirty (30) days of such a request. Notice to the Union shall be no later than one hundred twenty (120) days prior to the commencement of the contracting out. In emergency circumstances, when the University enters into a contract under which contracting out will commence in less than forty (40) days, when possible, notification shall be made two (2) weeks prior to implementing the contract, but in no event later than ten (10) working days after commencement of the contracting out.

#### 3.4

Prior to meeting and conferring on long term contracting out, the University will provide to CSEA all relevant written information, including copies of all bids received, any cost analysis used by the University to evaluate the need for contracting out, and copies of all consultants' reports, if any, used by the University in making its decision regarding long term contracting out.

## ARTICLE 4

### EFFECT OF AGREEMENT

#### 4.1

This Agreement constitutes the entire Agreement of the Trustees and the Union, arrived at as the 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, and prior practices related to matters included within this Agreement. In the absence of any specific provisions in this Agreement, all CSU practices and procedures are at the discretion of the Employer.

The CSU shall provide notification to the Union of proposed changes in written systemwide policies affecting wages, hours and conditions of employment during the term of this Agreement. Whenever possible, such notice shall be prior to the implementation of changes in such policies. Upon written request of the Union, the CSU shall meet and confer regarding the impact of such changes.

Written campuswide policies shall be made available for review by employees. The Union shall be notified of changes to written campuswide policies affecting wages, hours and conditions of employment during the term of this Agreement. With respect to such campuswide policies, matters within the scope of bargaining under HEERA are subject to meet and confer. However, this provision shall not be interpreted as conferring a right to reopen any provision of this agreement.

#### 4.2

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject 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 CSU 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.

#### Savings Clause

4.3

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction or governmental agency having authority over the provisions, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of this Agreement will continue in full force and effect.

4.4

No later than sixty (60) days after a request by either party to meet and confer, negotiations regarding a substitute provision(s) for the invalidated provision(s) shall commence.

## **ARTICLE 5**

### **UNION RIGHTS**

#### Use of Facilities

##### 5.1

Upon request of the Union, the CSU shall provide at no cost adequate facilities not otherwise required for campus business for union meetings that may be attended by employees during non-worktime.

##### 5.2

The Union shall bear the cost of all campus materials and supplies incident to any union meeting or union business conducted on campus.

#### Campus Communication

##### 5.3

Intra-campus mail service shall be available to the Union at no cost for official union communications. The Union shall package and label materials for convenient handling according to the normal specifications of the campus which shall be communicated upon the request of the Union. The name of the Union shall appear on all materials sent through the campus mail service. Employee mailboxes, if any, may be utilized by the Union for purposes of union communication to bargaining unit employees.

#### Bulletin Boards

##### 5.4

The Union shall have the use of an adequate number of designated bulletin boards for the posting of union material. Such bulletin boards shall be visible, accessible to employees, and in areas frequented by employees.

##### 5.5

A copy of union material posted on bulletin boards and union material intended for general distribution to employees through campus mail service shall be provided in a timely manner to the appropriate administrator. The Union shall exercise responsibility for the content of such union material.

#### Union Business

##### 5.6

Union business involving employees shall be conducted during non-worktime except as provided for elsewhere in this Agreement. Union business shall not interfere with the campus programs or operations.

5.7

As a courtesy, the appropriate administrator shall be notified of the presence of a Union Representative who is not a campus employee either upon his/her arrival at the campus or by telephone in advance of arrival. As a courtesy, upon such notification, the appropriate administrator shall provide such a Union Representative with a daily parking pass at no cost to the Union.

5.8

One (1) Campus Bargaining Unit Representative per campus for each unit (2, 5, 7 and 9) shall be designated by the Union to officially represent the Union. The names of these Campus Bargaining Unit Representatives shall be provided in writing to the President.

Employee Lists

5.9

The campus Human Resources Office shall provide to the Campus Bargaining Unit Representative upon written request a monthly list of all employees new to bargaining units 2, 5, 7 and 9. Such lists shall contain names and department name or department code and campus mailing address and shall be provided at no cost to the Union. An employee's home address shall be released to the Union unless the employee has officially informed the CSU that he/she wishes the home address withheld.

5.10

Upon written request of the Union, employee lists (with name, classification, hire date and department) and public information shall be provided to the Campus Bargaining Unit Representative in a timely manner. The cost of such employee lists and public information shall be borne by the Union except as provided elsewhere in the Agreement.

Release Time for Union Business

5.11

- a. The CSU shall provide release time for up to ten (10) people employed by the CSU for each scheduled meet and confer session. Normally, the Union shall provide the Office of the Chancellor with the names of the employees for whom release time is being requested at least five (5) working days prior to the commencement of the meet and confer session(s). Additional release time

shall be provided on an individual basis to meet special needs related to transportation and work schedules. Upon the Union's request, such additional release time may include granting no more than one (1) additional day prior to the scheduled meet and confer session for an employee whose workday ends between midnight and 6:00 a.m. The parties may mutually agree to provide release time for bargaining unit members to caucus upon request by CSEA. Upon request an employee on the bargaining team on swing or graveyard shift shall be reassigned to the day shift for the duration of bargaining.

- b. The CSEA/CSU Division Director, or his/her designee, and the Bargaining Unit Chairpersons of bargaining units 2, 5, 7 and 9 or their designees shall be provided with release time to attend Board of Trustees meetings. Such requests shall be submitted to the Office of the Chancellor far enough in advance to permit scheduling of CSEA speakers pursuant to rules and regulations of the Trustees, and to arrange the appropriate release time.
- c. Upon request of the Union, the President may authorize an unpaid leave of absence for any Union Representative for up to one year for union business. Such leave shall not be unreasonably denied and, if granted, shall conform to Article 16, Leaves of Absence Without Pay.
- d. The CSEA and the CSU agree that effective July 1, 2002, an annual allotment of five hundred seventy-six (576) days will be available, as requested by CSEA Headquarters, provided that all the requirements of Provision 5.6 are met. The allotment of five hundred seventy-six (576) days will be used on a fiscal year basis from July 1 through June 30 of each year of the Agreement. Two hundred eighty-eight (288) days shall be allocated for union representatives to conduct union business at the campus on which they are employed, provided that all the requirements of Provision 5.6 are met. Such requests shall specify whether the leave is either on or off campus leave. Any days that both parties agree are unused at the end of the fiscal year become available for use of CSEA in accordance with the requirements of this provision. Two hundred eighty-eight (288) days shall be allocated for union representatives to conduct union business at any location. Requests for release time under this provision shall be submitted in writing by CSEA Headquarters to the CSU Headquarters. The request shall be submitted to CSU Headquarters at least five (5) days in advance of the requested time off. Any request not received five (5) days in advance shall be deemed denied. The campus shall grant such requests, provided operational needs are met. The CSEA Headquarters shall submit to the CSU thirty (30) days in advance of the first date of leave requested the names of the Union Representatives at each campus who shall be eligible for such leave. CSEA shall provide to the CSU a quarterly report of leave used under this provision.

## 5.12

The term "no cost" as used in this Article shall be exclusive of actual overtime costs or extraordinary clean-up costs incurred by the CSU in complying with the provisions of this Article. Such costs shall be borne by the Union. When the meeting request is submitted and the Union inquires, the CSU shall inform the Union whether or not costs shall be charged.

## Union Leave

### 5.13

Upon written request of normally not less than five (5) working days from the Union to the Office of the Chancellor, the CSU shall grant a union leave without loss of compensation to any Union Representative.

- a. Such a leave may be partial or full-time and shall not be less than one (1) day for exempt employees and shall be on an hour for hour basis for non-exempt employees. No leave may be more than one (1) year in duration. An employee on such a leave shall continue to earn service credit and retirement credit. An employee on such a leave shall have the right to return to his/her former position upon expiration of the leave. Such a leave shall not constitute a break in the employee's continuous service for the purpose of salary adjustments, sick leave, vacation or seniority.
- b. The CSU shall be reimbursed by the Union for all compensation paid the employee on account of such leave and for any incidental costs. Reimbursement by the Union shall be made no later than thirty (30) days after its receipt of the CSU certification of payment of compensation to the employee.
- c. Such a union leave in accordance with this Article shall also be provided to a bargaining unit employee upon becoming CSEA Statewide President.

### 5.14

An employee shall not suffer reprisals for participation in union activities.

## Union Security

### 5.15

It is the intent of this Article to provide payroll deduction for CSEA members to be deducted from their pay warrants insofar as permitted by law. The CSU agrees to deduct and transmit to CSEA all authorized deductions from all CSEA members within the bargaining units (2, 5, 7 and 9) who have signed and approved authorization cards for such deduction on a form provided by CSEA, less necessary administrative costs incurred by the State Controller.

### 5.16

The written authorization for CSEA deduction shall remain in full force and effect during the life of this Agreement provided, however, that any employee may withdraw from CSEA by sending a withdrawal letter to

CSEA within thirty (30) calendar days prior to the expiration of this Agreement.

5.17

Upon movement of an employee out of the bargaining unit, the employee may elect to withdraw from CSEA. Such withdrawal shall not be permitted if the employee moves to another bargaining unit in which CSEA is the exclusive representative and in which the Agreement contains a provision such as 5.16 above.

5.18

The amount of dues deducted from the CSEA members' pay warrants shall be sent to CSEA and changed by the CSU upon written request of CSEA.

5.19

Employees shall be free to join or not to join the Union. The Human Resources Office on each campus shall make available to new employees Union membership material provided by the CSEA.

5.20

CSEA agrees to indemnify, defend, and hold the CSU harmless against any claim made of any nature and against any suit instituted against the CSU arising from its payroll deduction for CSEA dues and deductions.

## **ARTICLE 6**

### CONCERTED ACTIVITIES

6.1

Employees shall not engage in strikes or any other concerted activity which would interfere with or adversely affect the operations or mission of the CSU. The Union shall play a responsible role in preventing any employee from participating in any such concerted activity and shall notify employees of such prohibitions.

6.2

The Union shall not promote, organize or support any strike or other concerted activity which would interfere with or adversely affect the operations or mission of the CSU.

6.3

The CSU agrees that it will not lock out any bargaining unit employee(s).

## ARTICLE 7

### GRIEVANCE PROCEDURE

#### Definitions

##### 7.1

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

##### 7.2

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

- a. permanent employee(s);
- b. probationary employee(s);
- c. temporary employee(s) employed for more than ninety (90) consecutive days immediately prior to the event giving rise to the grievance;
- d. intermittent employee(s);

who allege(s) in a grievance that he/she/they has/have been directly wronged by a violation, misapplication, or misinterpretation of a specific term(s) of this Agreement.

The term "grievant," as used in this Article, may refer to the Union when alleging a violation, misapplication, or misinterpretation of a specific term(s) of this Agreement.

##### 7.3

Representative - The term "representative" as used in this Article shall be a Union Representative or an employee who, at the grievant's request, may be present at all levels through Level IV. Representation at Level V shall be by the Union only.

##### 7.4

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. A

copy of all responses shall be concurrently served on the grievant's representative.

#### Level I - Informal

##### 7.5

A grievant shall have the right to present a potential grievance and to have that potential grievance considered in good faith. The grievant and representative, if any, shall discuss the potential grievance with the immediate non-bargaining unit supervisor no later than thirty (30) days after the event giving rise to the potential grievance, or no later than thirty (30) days after the grievant knew or reasonably should have known of the event giving rise to the potential grievance. If the employee chooses to have a representative present during this informal discussion, then the unit supervisor, by mutual agreement of the parties, may also have another University administrator present during the discussions.

##### 7.6

The grievant shall attempt to resolve the potential grievance informally with the immediate non-bargaining unit supervisor. The immediate non-bargaining unit supervisor shall provide a verbal response to the grievant as soon as possible after the Level I meeting.

##### 7.7

A resolution of a potential grievance at the informal level shall not be precedent setting.

#### Level II - Formal

##### 7.8

If the potential grievance is not resolved at Level I, Informal, the grievant may file a Level II grievance with the appropriate administrator no later than fourteen (14) days after the Level I meeting. The grievant shall state on a grievance form agreed to by the parties and provided by CSEA:

- a. the specific term(s) of the Agreement alleged to have been violated;
- b. a detailed description of the grounds of the grievance including names, dates, places, and times;
- c. a proposed remedy;
- d. the name, classification, mailing address, and signature of the grievant;

- e. the name and telephone number of the representative, if any;
- f. the name and address of the Union, if the representative is acting as an agent of the Union; and
- g. date of submission.

#### 7.9

Failure to provide the required information in items 7.8 (a) through (g) will be grounds for the return of the grievance to the grievant. A copy of the grievance shall also be sent to the union representative handling the case and to CSEA Headquarters. If the grievance is not amended and returned within twenty-one (21) days, the grievance will be deemed withdrawn.

#### 7.10

The appropriate administrator shall hold a meeting with the grievant and the grievant's representative, if any, at a mutually acceptable time and location within ten (10) days after receipt of the grievance. The appropriate administrator shall respond to the grievant no later than fifteen (15) days after the Level II meeting.

### Level III

#### 7.11

In the event the grievance is not settled at Level II, the grievant may file the Level III grievance with the President no later than fourteen (14) days after the Level II response. If a settlement is proposed at Level II, the grievant should include a written statement relevant to the settlement proposal. Within fourteen (14) days after receipt of the Level III filing, the President shall hold a meeting with the grievant and the grievant's representative, if any, at a mutually acceptable time and location. The President shall respond to the grievant no later than twenty-one (21) days after the Level III meeting.

#### 7.12

The grievant shall present at Level III all issues and evidence known, or which could have been reasonably known, related to the grievance. Additional issues and/or evidence which become known after the Level III meeting shall be allowed to be presented and may be cause for the grievance to be remanded to Level II based on mutual agreement of the parties. Issues and/or evidence must be made known before filing the grievance at Level V.

7.13

Amendments and/or modifications to the grievance shall not be made by the grievant after the Level III filing date except as provided for in Provision 7.12.

7.14

Prior to the Level III response date, the parties may, by mutual agreement, waive all procedures at Level III and expedite the grievance to Level IV. Level IV time limits shall commence on the date the agreement to expedite was reached.

#### Level IV

7.15

In the event the grievance is not settled at Level III, the grievant may file a written request for review with the Office of the Chancellor no later than fourteen (14) days after the Level III response. The grievant shall attach a copy of the Level II and Level III responses together with any documents presented at those levels.

7.16

Within fourteen (14) days of receipt of the Level IV filing, the representative of the grievant shall schedule a conference, at a mutually acceptable time and location with a designated individual in the Office of the Chancellor for the purpose of reviewing the matter. The designated individual in the Office of the Chancellor shall respond no later than twenty-one (21) days after the conference. The original Level IV response from the Office of the Chancellor shall be sent to the Union representative handling the case at Level IV. A copy of the Level IV response shall be sent to the grievant as long as the grievant provides an address on the grievance form. A copy of the response shall be sent to CSEA Headquarters. If the grievant has not provided an address, the grievant's copy shall be sent to CSEA Headquarters and CSEA will deliver it to the grievant.

#### Level V - Arbitration

7.17

If the grievance has not been settled at Level IV, the Union alone may, no later than forty (40) days after the Level IV response, submit the grievance to arbitration by giving notice to that effect by certified mail, return receipt requested, directed to the Office of the Vice Chancellor for Human Resources and Operations.

7.18

The parties hereby designate Sara Adler, Tom Angelo, Howard Block, Norman Brand, Richard Calister, R. Douglas Collins, Thomas Roberts, Carlton Snow and other mutually agreed to arbitrators as members of the Arbitration Panel under this Agreement. The panel members shall be designated to serve in the order of rotation noted above, provided the panel member reached has an available day within one hundred and twenty days (120) of notification, or the parties mutually agree to a later date. Either party to the Agreement may peremptorily challenge one panel member at any time during the term of this Agreement and such panel member shall be removed from the panel and replaced with a mutually acceptable replacement. Subsequent to ratification of the Agreement the parties shall attempt to agree to one (1) additional arbitrator to be added to the panel.

7.19

If an arbitrability question exists, the arbitrator shall determine the arbitrability question prior to hearing the merits of the grievance. The arbitrator may proceed to hear the merits of the grievance prior to meeting the requirements of Provision 7.20 below.

- a. When the grievance is found not arbitrable, the grievance shall be deemed null and void.
- b. When the grievance is found to be arbitrable, the arbitrator shall hear the merits of the grievance.
- c. Provision 7.19 above shall not prohibit the parties from mutually agreeing to a second arbitration hearing on the merits of the grievance or from mutually agreeing to select a second arbitrator to hear the merits of the grievance.

7.20

The arbitrator's award shall be in writing and shall set forth his/her findings, reasonings, and conclusions on the issue(s) submitted.

7.21

The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply at Level V.

7.22

It shall be the function of the arbitrator to rule on the specific grievance. The arbitrator shall be subject to the following limitations:

- a. The arbitrator's award shall be based solely upon the evidence and arguments appropriately presented in the hearing and upon any post-hearing briefs.
- b. The arbitrator shall have no power to alter, add to, detract from, or amend the provisions of this Agreement.
- c. The arbitrator shall not consider any issue not raised by the parties at Level IV of this Article. The arbitrator shall not consider any evidence which was known or reasonably should have been known and not raised by the parties at Level IV of this Article.
- d. Under no circumstances may an arbitrator make an award which will supersede the President's judgment on subjective business decisions.
- e. The award of the arbitrator may or may not include back pay. Any back pay award shall be less any compensation that the employee received, including unemployment compensation. Under no circumstances may interest be included in an award.
- f. The standard of review for the arbitrator is whether the CSU violated, misapplied, or misinterpreted a specific term(s) of this Agreement.

7.23

The arbitrator's award shall be final and binding on both parties.

7.24

A witness who is an employee shall be excused from worktime to appear at an arbitration hearing with no loss of pay. Other expenses of any witness called before the arbitrator shall be borne by the party calling the witness.

7.25

Each party shall bear the expense of preparing and presenting its own case. The cost of arbitration, excluding advocate, unilateral withdrawal, postponement, or cancellation fee, shall be borne equally by the parties.

7.26

The process to schedule a grievance for an arbitration hearing shall be initiated by a written request from the representative of the Union to the designated individual in the Office of the Chancellor. The request shall be for the parties to select an arbitrator pursuant to Provision 7.18. Any grievance filed into arbitration shall be considered withdrawn by the Union if it has not been scheduled within twelve (12) months of the filing

to arbitration from Level IV and no written request has been made by the Union. Within the twelve (12) months the parties shall confirm with an arbitrator that a hearing date has been set.

#### 7.27

Upon mutual agreement, the parties may agree to use the expedited AAA arbitration procedures for Health and Safety grievances.

#### 7.28 Mediation

The parties agree to participate in a mediation for the purpose of compromising, settling, or resolving a grievance. Grievances may be subject to mediation in accordance with the following:

- a. The party requesting mediation shall request mediation within thirty (30) calendar days after the Union has filed a request for arbitration.
- b. Grievances shall not proceed to mediation except by the mutual agreement of both parties.
- c. The timelines and order of the scheduling of grievances for arbitration pursuant to this Article shall not be affected by the parties' desire to invoke mediation.
- d. The parties shall establish a panel of three (3) mediators by mutual agreement, to serve in the north and in the south and who shall serve in alphabetical rotation. The panel shall consist of Louis Zigman, Ken Cloke and Kathy Kelly. Members of the arbitration panel established pursuant to this Article shall not be eligible to serve on this mediation panel.
- e. The procedures set forth in California Evidence Code Section 1152.5 shall be applicable to mediation conducted pursuant to this Agreement.
- f. All costs of mediation shall be borne equally by both parties.
- g. The recommendations of a mediator, if any, shall be advisory only and shall not be binding upon the parties. Neither party shall attempt to enter into evidence at a subsequent arbitration hearing any recommendation(s) of the mediator.

#### General Provisions

#### 7.29

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 this 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.

7.30

Time limits set forth in this Article may be extended by mutual agreement. If the grievant, representative, if any, or appropriate administrator is on a leave for seven (7) days or more, but less than one year, the time limits shall be extended by the length of time of such leave.

7.31

In cases where it is necessary for the grievant or his/her representative to have access to information for the purpose of investigating a grievance, the grievant or his/her representative shall make a written request for such information to the appropriate administrator. The grievant or his/her representative shall have access to all information within the policies and procedures defining confidentiality which would assist in adjusting the grievance.

7.32

To ensure the integrity of the grievance process, at every level a different administrator shall hear and respond to the grievant with the exception of Level V, arbitration.

7.33

The processing of grievances filed and unresolved prior to the effective date of the Agreement may continue under the grievance procedure in effect at the time of the initial filing.

7.34

A decision by the Union to submit a grievance to arbitration shall automatically be a waiver of all other remedies except as provided otherwise by statute.

7.35

A grievance settled prior to arbitration shall not be precedent setting.

7.36

A grievant may withdraw a grievance at any time. The grievant shall not file any subsequent grievance on the same alleged incident.

7.37

The parties, by mutual agreement, may consolidate grievances on similar issues at any level.

7.38

By mutual agreement, a grievance may be filed at the level at which the authority to resolve the grievance resides.

7.39

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.

7.40

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.

7.41

The procedures for securing release time for grievance processing shall be:

- a. Representatives and potential grievants shall contact the appropriate administrator if release time is required to prepare and present a grievance at the informal Level. The representative and potential grievant shall be required to cite only Provision 7.39 as a statement of need.
- b. Release time requested pursuant to Provision 7.40 shall require the citation of only Provision 7.40 as a statement of need.
- c. In either case, the appropriate administrator shall grant the contractually specified release time after considering the needs of the operation of the University.
- d. Requests for release time shall include: (1) at what time and location; and (2) the anticipated duration of the meeting.

7.42

Both parties agree that all grievance files shall be confidential. Both parties agree that specific statements made and records used in grievance meetings shall be confidential.

7.43

An employee may present grievances and have such grievances adjusted without the intervention of the Union as long as adjustment is reached prior to Level V; provided such adjustment is not inconsistent with the terms of a written agreement then in effect; and provided that the CSU will not agree to a resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response.

7.44

The procedure (Article 7, Grievance Procedure, or Article 8, Complaint Procedure) utilized by the employee at the Level III filing shall indicate a final and binding selection of procedures. Prior to the Level III filing, the employee may convert to the alternative procedure without interruption of time limits nor sequence of levels. If both a grievance and a complaint are filed at Level III on the same issue, either the grievance or the complaint shall be withdrawn prior to the Level III hearing. (This language is for clarification purposes only.)

Except as provided for in the paragraph above, an employee may not utilize both Article 7, Grievance Procedure, and Article 8, Complaint Procedure, to adjust the allegations arising from a single set of circumstances.

## ARTICLE 8

### COMPLAINT PROCEDURE

#### Definitions

##### 8.1

Complaint - The term "complaint" as used in this Article refers to a filed allegation by a complainant that there has been a violation, misapplication, or misinterpretation of a specific CSU policy governing working conditions or CSU work rule.

##### 8.2

Complainant- The term "complainant" as used in this Article refers to a:

- a. permanent employee(s);
- b. probationary employee(s);
- c. temporary employee(s) employed for more than ninety (90) consecutive days immediately prior to the event giving rise to the complaint;
- d. intermittent employee(s);

who allege(s) in a complaint that he/she/they has/have been directly wronged by a violation, misapplication, or misinterpretation of a specific term(s) of a CSU policy governing working conditions or CSU work rules.

The term "complainant," as used in this Article, may refer to the Union when alleging a violation, misapplication, or misinterpretation of a specific term(s) of a CSU policy governing working conditions or CSU work rules.

##### 8.3

Representative - The term "representative" as used in this Article shall be a Union Representative or an employee who, at the complainant's request, may be present at all levels through Level IV.

##### 8.4

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. A copy of all responses shall be concurrently served on the complainant's representative.

#### Level I - Informal

##### 8.5

A complainant shall have the right to present a potential complaint and to have that potential complaint considered in good faith. The complainant and representative, if any, shall discuss the potential complaint with the immediate non-bargaining unit supervisor no later than thirty (30) days after the event giving rise to the potential complaint, or no later than thirty (30) days after the complainant knew or reasonably should have known of the event giving rise to the potential complaint. If the employee chooses to have a representative present during this informal discussion, then the unit supervisor, by mutual agreement of the parties, may also have another University administrator present during the discussions.

##### 8.6

The complainant shall attempt to resolve the potential complaint informally with the immediate non-bargaining unit supervisor. The immediate non-bargaining unit supervisor shall provide a verbal response to the complainant as soon as possible after the Level I meeting.

##### 8.7

A resolution of a potential complaint at the informal level shall not be precedent setting.

#### Level II - Formal

##### 8.8

If the potential complaint is not resolved at Level I, Informal, the complainant may file a Level II complaint with the appropriate administrator no later than fourteen (14) days after the Level I meeting.

The complaint shall state on a complaint form agreed to by the parties and provided by CSEA:

- a. the specific term(s) of the CSU policy governing working conditions or CSU work rule alleged to have been violated;
- b. a detailed description of the grounds of the complaint including names, dates, places, and times;

- c. a proposed remedy;
- d. the name, classification, mailing address, and signature of the complainant;
- e. the name and telephone number of the representative, if any;
- f. the name and address of the Union, if the representative is acting as an agent of the Union; and
- g. the date of submission.

## 8.9

The appropriate administrator shall hold a meeting with the complainant and the complainant's representative, if any, at a mutually acceptable time and location within ten (10) days after receipt of the complaint. The appropriate administrator shall respond to the complainant no later than fifteen (15) days after the Level II meeting.

### Level III

## 8.10

In the event the complaint is not settled at Level II, the complainant may file the Level III complaint with the President no later than fourteen (14) days after the Level II response. If a settlement is proposed at Level II, the complainant should include a written statement relevant to the settlement proposal. Within fourteen (14) days after receipt of the Level III filing, the President shall hold a meeting with the complainant and the complainant's representative, if any, at a mutually acceptable time and location. The President shall respond to the complainant no later than twenty-one (21) days after the Level III meeting. The Level III response shall be a final decision when alleging a violation of a campus policy/rule.

## 8.11

The complainant shall present at Level III all issues and evidence known, or which could have been reasonably known, related to the complaint. Additional issues and/or evidence which become known after the Level III meeting shall be allowed to be presented and may be the cause for the complaint to be reviewed again at Level III based on mutual agreement of the parties. Such issues and/or evidence must be made known before filing the complaint at Level IV when alleging a violation of a systemwide policy/rule.

## 8.12

Amendments and/or modifications to the complaint shall not be made by the complainant after the Level III filing date except as provided for in Provision 8.11.

8.13

Prior to the Level III response date, the parties may, by mutual agreement, waive all procedures at Level III and expedite the complaint to Level IV when there has been an allegation of a violation of a systemwide policy/rule. Level IV time limits shall commence on the date the agreement to expedite was reached.

8.14

An allegation of a violation of a campus policy/rule shall not be filed beyond Level III.

8.15

A complaint concerning health and safety issues may be filed at Level III.

#### Level IV

8.16

In the event the complaint is not settled at Level III, the complainant may file a written request for review with the Office of the Chancellor no later than fourteen (14) days after the Level III response. The complainant shall attach a copy of the Level II and Level III responses together with any documents presented at those levels.

8.17

Within fourteen (14) days of the Level IV filing, the representative of the complainant shall schedule a conference at a mutually acceptable time and location with a designated individual in the Office of the Chancellor for the purpose of reviewing the matter. The designated individual in the Office of the Chancellor shall respond no later than twenty-one (21) days after the conference. The Level IV response shall be a final decision. The original Level IV response from the Office of the Chancellor shall be sent to the Union representative handling the case at Level IV. A copy of the Level IV response shall be sent to the complainant as long as the complainant provides an address on the complaint form. A copy of the response shall be sent to CSEA Headquarters. If the complainant has not provided an address, the complainant's copy shall be sent to CSEA Headquarters and CSEA will deliver it to the complainant.

## General Provisions

### 8.18

Failure of the complainant to comply with the time limitations of this Article shall render the complaint null and void and bar subsequent filing of this complaint. Failure by the appropriate administrator or President to timely respond under this Article shall permit the complaint to be filed at the next level.

### 8.19

Time limits set forth in this Article may be extended by mutual agreement. If the complainant, representative, if any, or appropriate administrator is on a leave for seven (7) days or more, but less than one year, the time limits shall be extended by the length of time of such leave.

### 8.20

In cases where it is necessary for the complainant or his/her representative to have access to information for the purpose of investigating a complaint, the complainant or his/her representative shall make a written request for such information to the appropriate administrator. The complainant or his/her representative shall have access to all information within the policies and procedures defining confidentiality which would assist in adjusting the complaint.

### 8.21

The processing of complaints filed and unresolved prior to the effective date of the Agreement may continue under the complaint procedure in effect at the time of the initial filing.

### 8.22

A complainant may withdraw a complaint at any time. The complainant shall not file any subsequent complaint on the same alleged incident.

### 8.23

The parties, by mutual agreement, may consolidate complaints on similar issues at any level.

### 8.24

By mutual agreement, a complaint may be filed at the level at which the authority to resolve the complaint resides.

8.25

To ensure the integrity of the complaint process, at every level a different administrator shall hear and respond to the complainant.

8.26

Prior to filing a complaint, the potential complainant and representative, if any, shall each be provided with one (1) hour release time for complaint preparation and reasonable time for complaint presentation at the Informal Level.

8.27

After the complaint has been filed, a representative and the complainant shall be provided reasonable release time for the purpose of preparation and presentation of the complaint.

8.28

The procedures for securing release time for complaint processing shall be:

- a. Representatives and potential complainants shall contact the appropriate administrator if release time is required to prepare and present a complaint at the Informal Level. The representative and potential complainant shall be required to cite only Provision 8.26 as a statement of need.
- b. Release time requested pursuant to Provision 8.27 shall require the citation of only Provision 8.27 as a statement of need.
- c. In either case, the appropriate administrator shall grant the contractually specified release time.
- d. Requests for release time shall include: (1) at what time and location; and (2) the anticipated duration of the meeting.

8.29

Both parties agree that all complaint files shall be confidential. In addition, all settlements related to sexual harassment and discrimination complaints shall be confidential. Both parties agree that specific statements made and records used in complaint meetings shall be confidential.

8.30

An employee may present complaints and have such complaints adjusted without the intervention of the Union provided such adjustment is not inconsistent with the terms of a written agreement then in effect and provided that the Employer will not agree to a resolution of the complaint until the Union has received a copy of the complaint and the proposed resolution, and has been given the opportunity to file a response.

### 8.31

The procedure (Article 7, Grievance Procedure, or Article 8, Complaint Procedure) utilized by the employee at the Level III filing shall indicate a final and binding selection of procedures. Prior to the Level III filing, the employee may convert to the alternative procedure without interruption of time limits or sequence of levels.

Except as provided for in the paragraph above, an employee may not utilize both Article 7, Grievance Procedure, and Article 8, Complaint Procedure, to adjust the allegations arising from a single set of circumstances.

## ARTICLE 9

### EMPLOYEE STATUS

#### Appointment

##### 9.1

Campus position vacancies shall be posted for fourteen (14) days in the campus Human Resources Office and should be announced in the position vacancy announcement. The CSU shall post campus position vacancies on appropriate bulletin boards and may post on the campus electronic web site. Campuses that maintain a telephone "job line" shall endeavor to continue such a service. Such announcements shall include the classification title, skill level, description of duties, desirable experience, minimum qualifications (when applicable), salary range or subrange applicable to a skill level, specialized skills (if any), and procedures to be followed by applicants applying for such vacancies. Other position vacancy notices received by the campus Human Resources Office shall be made available in the campus Human Resources Office.

##### 9.2

An employee who believes he/she is qualified for a vacant position at a CSU campus or the Chancellor's Office may apply for such position within the specified application period. Applications shall be submitted to the appropriate Human Resources Office. An employee may submit, along with an application, a statement regarding his/her experience and service within the CSU. Such a statement shall be a part of the employee's application. CSU documents regarding any meritorious service by the employee at the CSU may also be submitted by the employee with an application. It shall be the policy of the CSU in filling vacant bargaining unit positions to fill such vacancies from among qualified individuals currently employed at a campus. The President may appoint outside applicants when he/she determines such action is necessary to: (1) to achieve workforce diversity; (2) meet the best interest of the campus by obtaining specialized skills and abilities not available from current employees.

##### 9.3

Emergency temporary positions of one hundred eighty (180) days or less are not required to be posted. Such emergency temporary appointments of up to one hundred eighty (180) days may be renewed up to but not beyond one hundred eighty (180) days. On the ninety-first (91st) day of such an appointment, the employee shall be included in the bargaining unit.

#### 9.4

An employee who submits an application for a position may be required to successfully complete job-related performance examination(s)/test(s) as part of the selection process. The results of such examination(s)/test(s) shall be deemed confidential and shall not become part of the employee's official personnel file. Such examination(s)/test(s) shall be job-related and shall be administered equitably to each applicant. Upon request, an employee shall be given the results of his/her examination(s)/test(s).

#### 9.5

Appointments shall be made by the President. Appointments may be temporary, probationary or permanent. Appointments to vacant positions shall be made through official written notification by the President. Such notification shall be provided upon employment or as soon as possible thereafter. Notification shall include the classification title, skill level (when applicable), and timebase to which the employee is being appointed, the initial salary, the employment status of the employee, and the effective date of the appointment. A temporary appointment shall specify the expiration date of the appointment and that the appointment may expire prior to that date. The temporary employee shall be given a minimum of fourteen (14) days notice if the appointment is to be terminated prior to the specified expiration date, unless circumstances prohibit giving such notice. A temporary appointment shall not exceed the time specified in Provision 9.39. No employee shall be deemed to be appointed in the absence of such official written notification from the President.

#### 9.6

The President may make an initial appointment at any salary rate within the salary range or sub-range.

#### 9.7

An employee appointed to a position at another campus shall transfer his/her accumulated sick leave and retirement credit. When an employee accepts an appointment at another campus without a break in service, vacation credit may be transferred to the new position.

#### Probation/Permanency

#### 9.8

A probationary period is the period of credited service an employee who has received a probationary appointment shall serve prior to permanent status.

9.9

A probationary employee refers to an employee serving a period of probation.

Probationary Period/Credited Service

9.10

The probationary period for an employee is the equivalent of one (1) year of service in a particular classification or skill level.

9.11

Part-time and full-time temporary service shall count as credited service for probation when granted by the President.

9.12

A year of service for employees in twelve (12) month positions is any consecutive twelve (12) months of full-time employment. The period of probation for an employee in a half-time or more, but less than full-time, position is the equivalent of one year of service.

9.13

For employees serving in ten (10) month positions, a year of service is the equivalent of ten (10) months of full-time employment within a twelve (12) month period of time. The ten (10) months of required service for each twelve (12) month period shall be determined by the President upon appointment of the employee to a ten (10) month position.

9.14

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 at a timebase of fifty percent (50%) or more.

9.15

An employee who is paid an hourly rate based upon a monthly salary rate and who works full-time for twelve (12) consecutive months is deemed to have completed a year of service for purposes of permanent status.

#### 9.16 Service in Work Training or Work Relief Programs

Persons who are appointed to positions that are fully or partially funded from sources other than the CSU and/or the funding is in support of a program of work relief or work training for the utilization of the unemployed or the underemployed or prisoner/work furlough program will not receive service credit toward permanent status while serving in such positions. The CSU shall notify the Union whenever such work will be performed on a campus.

#### 9.17 Breaks in Service

- a. When a probationary employee goes on a leave of absence, the President shall determine whether or not the time served before the leave is counted in determining the remaining length of probationary service.
- b. An employee's probationary period is extended for the same number of days such employee is on WC, IDL, NDI, formal LWOP or paid sick leave of over thirty (30) days. The President shall determine if there has been a break in service when a full-time probationary employee is placed on a partial leave of absence.
- c. Normally, a new probationary period shall be served when an employee begins an appointment at another campus. However, the employee may be appointed with permanent status or credit toward permanency as determined by the President of the campus to which the employee is appointed.

#### Change in Position

#### 9.18

When a position is vacant, the employee selected for a position that requires movement to a new classification or skill level may serve a new probationary period.

#### 9.19

- a. If a reclassification action is taken and the employee is placed in the new class, 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 and shall not exceed one (1) year.
- b. A permanent employee in a position that is reclassified as a result of the implementation of a new classification or the revision of a current classification shall not be required to serve a new probationary period, provided the employee has completed probation in his/her current classification and there has been no substantial change in the employee's duties.

- c. A probationary employee in a position that is reclassified as a result of the implementation of a new classification or the revision of a current classification shall have all probationary service in his/her prior classification credited toward probation in the new or revised classification, provided there has been no substantial change in the employee's duties.

#### 9.20

If an employee with permanent status in a lower classification or skill level is advanced to a higher classification or skill level and is denied permanent status in the higher classification or skill level, he/she shall have the right to return to the lower classification or skill level with permanent status in that class.

If an employee in a probationary status in a lower classification or skill level is advanced to a higher classification or skill level and is denied permanent status in the higher classification or skill level, he/she shall be granted service credit toward completion of the probationary period in the lower classification or skill level provided the duties in the higher classification or skill level are substantially similar to the duties in the lower classification or skill level and the employee's performance in both classifications or skill levels has been satisfactory.

#### Classification Change

#### 9.21

When an employee moves to a lower classification in the same occupational group, the appropriate salary rate in the salary range shall be determined by combining any previous service in the lower class and service in the higher classification.

#### 9.22

When an employee moves to a lower classification in another occupational group, the appropriate salary rate in the salary range shall be determined by the President, except that in no case shall the new rate exceed the rate received in the higher classification. Determination of the appropriate salary rate in such cases shall be made by using the same criteria as would be used for an initial appointment to that classification.

#### 9.23

When an employee moves without a break in service to a classification with a higher salary range, the appropriate salary rate in the salary range shall be determined by the President. The salary rate in the higher salary range shall be at least a five (5) percent increase. This provision does not

apply to the implementation of a new classification structure when the original classifications are abolished and replaced with a new set of classifications and the employees are converted to the new classifications.

#### In-Classification Progression

9.24

Movement from one skill level to a higher skill level within a classification is referred to as an in-classification progression. When an in-classification progression occurs, the appropriate salary rate in the applicable sub-range shall be determined by the President. The salary increase shall be at least five (5) percent.

#### Classification or In-Classification Progression Review

9.25

An employee may request a position classification review. Employees in classifications with skill levels may request a skill level review related to an in-classification progression. All such requests are to be made to the immediate non-bargaining unit supervisor who shall forward the request to the campus Human Resources Office in a timely manner.

9.26

The classification, in-classification progression, and/or skill level review procedures shall be determined by the President. A copy of the classification or skill level review procedures shall be made available to the employee upon request. A set of the Classification and Qualification Standards shall be available for reference on each campus.

9.27

The employee shall be notified in writing of the classification and/or skill level review decision and the reason(s) for the decision. If a higher classification or skill level is granted, normally the employee shall receive the appropriate compensation of the higher classification or skill level retroactive to no later than the first day of the pay period following the date the request for the classification review was received in the campus Human Resources Office.

#### Employee Requested Classification or In-Classification Progression Review

9.28

An employee-requested classification and/or skill level review shall be completed no later than one hundred eighty (180) days after initiation of the classification and/or skill level review procedure. An employee shall

not submit such a subsequent request prior to eighteen (18) months after completion of a previous classification review.

#### Classification and/or In-Classification Progression Appeal

##### 9.29

An employee may appeal the decision of a classification and/or skill level review no later than fifteen (15) days after such results have been provided to the employee. Such an appeal shall be filed with the appropriate administrator in the Human Resources Office. Such an appeal shall include a detailed statement by the employee indicating his/her reasons for disagreement with the classification and/or skill level review decision. The employee shall provide a copy of such an appeal to the appropriate administrator to whom he/she directly reports.

##### 9.30

A designated individual in the Human Resources Office shall hold a meeting with the employee no later than fourteen (14) days after the classification and/or skill level review appeal filing. The designated individual should not be the same person who conducted the initial classification and/or skill level review. This individual shall respond in writing to the employee no later than twenty-one (21) days after the meeting with the employee. Such a response shall be final. If a higher classification or skill level is granted, normally the employee shall receive the appropriate compensation of the higher classification or skill level retroactive to no later than the first day of the pay period following the date the request for the classification review was received in the campus Human Resources Office.

##### 9.31

The parties agree that the procedure set forth in Provisions 9.25-9.30 shall be completed within nine (9) months.

##### 9.32

Provisions 9.25-9.30 shall not be subject to the grievance procedure, unless the grievant alleges the terms of this policy have been violated, misinterpreted, or misapplied. The classification and/or skill level decision shall not be subject to Article 7, Grievance Procedure.

#### Rejection During Probation

##### 9.33

Any 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 two (2) weeks notice of rejection during probation.

9.34

The notice of rejection shall indicate to an employee his/her right to review his/her personnel file and review materials in the file regarding rejection.

9.35

A full-time employee employed for more than six (6) months, or its equivalent for an employee in a half-time or more, but less than a full-time position, may utilize the provisions of Article 8, Complaint Procedure, beginning at Level III, to appeal the decision to reject during probation when alleging:

- a. performance evaluation procedures required by the contract were not followed;
- b. discrimination; or
- c. arbitrary and capricious reasons for non-retention.

If the complaint is not resolved at Level III, the complaint shall be moved to Level IV for Chancellor's Office review.

If the complaint is not resolved at Level IV, the complaint may be filed to expedited binding mediation within ten (10) working days after the Level IV response.

The parties shall schedule one (1) day per month for the hearing of such cases by the State Mediation and Conciliation Service. The authority of the mediator is limited to affirming or revoking the decision to release from probation.

The moving party shall have the burden of proof.

9.36

An employee rejected during the probationary period may not utilize the Grievance Procedure of this Agreement to appeal the decision to reject during probation.

Permanent Status

9.37

An employee who has completed the appropriate probationary period as defined in Provision 9.10 shall be awarded permanent status at the beginning of his/her second year of service.

9.38

If an employee with permanent status moves to a different classification and receives permanent status in the new classification, he/she shall not retain permanent status in the classification from which he/she moved. If an employee with permanent status in a classification receives a temporary appointment in another classification and the temporary appointment expires, he/she shall have the right to return to his/her prior classification with permanent status in that class.

9.39

The President shall grant permanent status to a temporary employee subject to the following conditions:

- a. The temporary employee shall have served in a Bargaining Unit Classification, classification series, or in a bargaining unit classification in the same occupational grouping in the CSU Salary Schedule at the campus ("at the campus" was added for clarification only) for at least four (4) consecutive years immediately prior to the granting of permanency.
- b. Such employee service shall have been in an appointment with a timebase of at least fifty percent (50%).
- c. An employee who has served four (4) or more consecutive years in a position designated as temporary under the prior Agreement shall be granted permanent status in the classification and the time base that is held as of the date of the Tentative Agreement.
- d. An employee who has served for less than four (4) consecutive years in a position designated as temporary under the prior Agreement shall be granted permanent status upon serving (4) consecutive years in a temporary position.
- e. A timebase shall not be reduced in the appointment immediately preceding the granting of permanency.
- f. This provision does not apply to employees in positions which are funded by non-reoccurring grants, contracts or special projects with beginning and ending dates.
- g. "Consecutive year," as used in this article, shall be a 365-day period commencing on the date of the appointment or anniversary date during which a temporary employee is on a compensable status for 275 days or more.

9.40

The President may, at his/her sole discretion, grant permanent status to a temporary employee subject to the following conditions:

- a. The temporary employee shall have served in bargaining unit classifications at the campus for at least three (3) consecutive years immediately prior to the granting of permanency.
- b. Such employee service shall have been in appointments with a timebase of at least fifty percent (50%).

9.41

Such a permanent status shall include the right to continue employment at the timebase determined by the President at the time permanency is granted. The President may determine to grant such permanency at a timebase of fifty percent (50%) or more.

## ARTICLE 10

### EMPLOYEE PERFORMANCE

#### 10.1

Employees shall be subject to periodic performance evaluations. Such evaluations should be a review of the employee's performance and should be based upon job-related criteria. Employee performance evaluations are for the purpose of evaluating individual employee performance and for providing guidance for performance development and improvement. Employee evaluations shall not be negatively affected by layoffs.

#### 10.2

A written record of a performance evaluation shall be placed in the employee's personnel file. The employee shall be provided with a copy of the written record of the performance evaluation prior to its placement in the personnel file. Regardless of the overall performance evaluation rating scale, or other terms that a campus may use to evaluate overall performance, the campus shall use the term "satisfactory" to indicate an acceptable level of performance.

#### 10.3

A permanent employee shall be evaluated at least once each year.

#### 10.4

A probationary employee shall be evaluated by the end of the third (3rd), sixth (6th), and eleventh (11th) month of the probationary period, unless the employee has earlier been rejected during probation.

#### 10.5

A temporary employee shall be evaluated at periodic intervals.

#### 10.6

The evaluator shall submit a draft evaluation for the employee's review, input, and discussion.

#### 10.7

The employee shall be given up to five (5) days to review the draft evaluation and provide input, if any, to the evaluator.

10.8

The evaluator shall consider input provided in the five (5) day period in preparing the final performance evaluation, and prior to placing it in the employee's personnel file.

10.9

Upon request of the employee or the evaluator, the evaluator and the employee shall meet to discuss the evaluation. Such a meeting shall take place within seven (7) days of the request.

10.10

Upon request of the employee and subsequent to the meeting between the employee and the evaluator, the appropriate administrator, the evaluator, the employee, and the employee's representative, if any, shall meet to discuss the evaluation. Such a meeting shall take place within fourteen (14) days of the request at a mutually agreeable time and location.

10.11

If an employee disagrees with the record of a performance evaluation which has been placed in his/her personnel file, the employee may submit a rebuttal statement which shall be attached to the performance evaluation. The evaluation shall be reconsidered by the appropriate administrator in light of the rebuttal statement and if the evaluation is amended, the amended evaluation shall replace the original evaluation and its rebuttal.

10.12

The term "evaluator" as used in this Article refers to the appropriate administrator or the person designated by the appropriate administrator to conduct the performance evaluation of an employee. The evaluator shall be familiar with the regular duties of the employee.

10.13

Performance evaluations shall not be subject to Article 7, Grievance Procedure, unless the grievant alleges the terms of this Agreement have been violated, misinterpreted, or misapplied.

# ARTICLE 11

## PERSONNEL FILE

### 11.1

One (1) official personnel file shall be maintained for each employee in the campus Human Resources Office. The term "personnel file" as used in this Agreement shall refer to this one (1) official personnel file.

### Employee Access

### 11.2

The contents of an employee's official personnel file, exclusive of pre-employment materials, shall be open to his/her review and review by a Union Representative when authorized in writing by the employee.

### 11.3

An employee or his/her Union Representative may request an appointment for the purpose of reviewing the employee's personnel file. Such requested appointments shall be scheduled during normal business hours. The manner of access to the official personnel file shall be subject to reasonable conditions.

### 11.4

The employee shall within fourteen (14) days of his/her written request be provided an exact copy of all or any portion of materials officially maintained in the campus personnel file. The employee shall bear the cost of duplicating such materials, except as provided for in Article 7, Grievance Procedure, Article 8, Complaint Procedure, or when such materials have bearing on disciplinary action or pre-disciplinary matters.

### 11.5

Personnel recommendations or decisions relating to any personnel action(s) shall be based primarily on material contained in the employee's official personnel file and open to the employee's review. If a personnel recommendation or decision is based on any reasons not contained in the employee's official personnel file, the appropriate administrator making the recommendation or decision shall commit those reasons to writing and the written statement of those reasons shall be placed in the employee's official personnel file.

11.6

An employee shall not have access to pre-employment materials in the personnel file, except in instances when such materials are used in personnel actions.

11.7

An employee shall be provided with a copy of material which could lead to an adverse personnel action prior to the placement of such material in his/her personnel file.

11.8

Upon request by an employee, attendance and payroll records maintained separately from the personnel file may be reviewed by the employee or a representative when authorized in writing by the employee. Such attendance and payroll records shall be excluded from provisions of Article 11, Personnel File.

#### Rebuttal

11.9

An employee may submit a rebuttal statement to material in his/her personnel file which shall be placed in the employee's personnel file.

#### Request for Correction

11.10

If, after review of his/her records, an employee believes that any portion of the material is not accurate, the employee may request in writing to the President correction of the record.

11.11

Within twenty-one (21) days of an employee's request for correction of the record, the President shall notify the employee in writing of his/her decision regarding the request.

- a. If the President denies the request, the President shall state the reason(s) for denial in writing, and this written statement shall be sent to the employee.
- b. 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.

## ARTICLE 12

### CORRECTIVE ACTION

#### Reprimands

##### 12.1

An employee may receive from an appropriate administrator an oral and/or written reprimand. Reprimands shall be provided in a timely and confidential manner.

##### 12.2

Within thirty (30) days of the issuance of the reprimand, an employee may request a conference with the appropriate 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 a Union Representative.

##### 12.3

A 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. An employee may appeal the decision to place a written reprimand in his/her personnel file to the President within five (5) days after the conference held pursuant to 12.2 above. The President may hold a meeting with the employee and his/her representative, if any. Within ten (10) days of receipt of the appeal, the President shall provide a written response to the employee.

#### Rebuttal to Reprimand

##### 12.4

An employee shall have the right to attach a rebuttal statement to a written reprimand in his/her official personnel file.

#### Removal of Reprimand from Personnel File

##### 12.5

Upon the employee's request and three (3) years from its effective date, a reprimand in the personnel file shall be permanently removed. Such a request shall be promptly honored and a statement verifying the permanent removal of the reprimand shall be provided to the employee. Neither the employee request for such a removal, nor the statement verifying the

removal, shall be placed in the employee's personnel file. 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. Nothing in this provision shall prohibit earlier removal of the reprimand.

#### Temporary Suspension

##### 12.6

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 and/or operation, or (c) investigation for formal notice of disciplinary action.

##### 12.7

The President shall notify the employee of the immediate effect of a temporary suspension.

##### 12.8

The President may terminate or extend a temporary suspension and shall so notify the employee.

##### 12.9

Unless earlier terminated by the President, a temporary suspension including any extension of a temporary suspension shall automatically terminate upon the service of formal notice of disciplinary action or thirty (30) days after its commencement, whichever first occurs.

##### 12.10

Temporary suspension and corrective action shall not be subject to Article 7, Grievance Procedure, unless the grievant alleges the terms of this Agreement have been violated, misinterpreted, or misapplied.

#### Investigatory Interviews (Weingarten Rights)

##### 12.11

Upon his/her request, an employee may be represented at an investigatory interview if he/she reasonably believes that disciplinary action may result. Prior to the interview, the employee is entitled to be informed of the general nature of the matter being investigated and to consult with his/her representative, if any. The right to representation does not apply to meetings held exclusively to inform an employee of a previously made

disciplinary decision. If the representative an employee requests is unavailable, the employee may request alternate representation. The Employer is not obliged to postpone the interview, nor to suggest or secure the alternate representation; however, the employee shall not be required to answer any questions without a representative present, unless he/she voluntarily chooses to do so. At its discretion, the Employer may decline to hold any interview if the employee requests representation.

## ARTICLE 13

### UNAUTHORIZED LEAVES OF ABSENCES

#### Automatic Resignation

##### 13.1

An employee who is absent for five (5) consecutive workdays without securing authorized leave from the President shall be considered to have automatically resigned from CSU employment as of the last day worked. All unauthorized absences, whether voluntary or involuntary, shall apply to the five (5) consecutive workday limitation. The five (5) day period referred to above shall commence at the beginning of the first shift of such absence and shall be deemed to have been completed at the end of the employee's scheduled work hours on the fifth (5th) consecutive day of unauthorized absence.

##### 13.2

The President shall notify the employee that the University will be separating him/her by automatic resignation under this Article unless the employee requests an administrative review regarding his/her absence within seven (7) calendar days following such notification. No automatic resignation shall be final until the seven (7) day period has passed and either a decision is made by the reviewing officer or the employee has failed to request a review. Notification may be in person or by certified mail to the employee's last known address.

##### 13.3

If the employee responds to the notification from the President by requesting an administrative review within seven (7) calendar days of such notification, the employee will be provided with the opportunity to respond, either orally or in writing, to a campus reviewing officer designated by the President. Either party may present evidence at any review meeting. The reviewing officer's decision, which shall be rendered within fourteen (14) days of the administrative review, shall state:

- a. whether the employee was absent for five (5) consecutive workdays;
- b. whether the employee had proper authorized leave to be absent;
- c. an evaluation of whether the employee has presented sufficient excuse to warrant continuation of employment, supported by facts which provide justification of the absence or continuation of employment. If

an action other than automatic resignation is proposed, it shall be stated along with reasons for its use; and

d. whether the employee should be separated by automatic resignation.

#### 13.4

Any employee who is reinstated by the President under this provision shall not be paid salary for the period of unauthorized absence unless it is determined that such absence may be appropriately charged to accrued leave. The employee shall adhere to all other reinstatement requirements set forth in writing by the President.

#### 13.5

This Article shall not supersede Section 89541 of the California Education Code. Provisions 13.1 through 13.4 shall not limit an employee's right to a State Personnel Board appeal.

#### Resignation

#### 13.6

An employee who resigns from his/her position shall be terminated as of the effective date of the resignation.

#### 13.7

No later than thirty (30) days after a termination pursuant to Provision 13.6 above, the employee or former employee may request to rescind his/her resignation. Such requests shall be made in writing to the President.

The President shall respond to such requests indicating denial, acceptance, or qualified acceptance within fourteen (14) days. The President's response shall be final unless it is reversed by the State Personnel Board pursuant to Provision 13.8 below and shall not be subject to Article 7, Grievance Procedure.

#### 13.8

Provisions 13.6 and 13.7 (Resignation) of this Article shall not supersede Section 89542 of the California Education Code. Provisions 13.6 and 13.7 shall not limit an employee's right to a State Personnel Board appeal.

# ARTICLE 14

## VACATIONS AND HOLIDAYS

### Vacations

#### 14.1

Employees are eligible for paid vacation in accordance with the schedule in Provision 14.2 below.

### Vacation Accrual

#### 14.2

Service requirements below are in terms of full-time service. Service requirements shall be pro rata for employees who work less than full-time.

	Vacation Credit Per Monthly Pay Period		
	Days	Hours	Days
Service Requirements		(Hourly Equivalent of Days)	(Annual Accrual Equivalent)
1 Month to 3 Years	5/6	6-2/3	10
37 Months to 6 Years	1-1/4	10	15
73 Months to 10 Years	1-5/12	11-1/3	17
121 Months to 15 Years	1-7/12	12-2/3	19
181 Months to 20 Years	1-3/4	14	21
241 Months to 25 Years	1-11/12	15-1/3	23
301 Months and Over	2	16	24

#### 14.3

Employees serving in an academic or cruise year appointment do not accrue vacation credits and are not eligible for paid vacation.

### Vacation Credits

#### 14.4

For purposes of computing vacation credit, 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.

14.5

An authorized leave of absence without pay shall not be considered service for the purpose of vacation accrual.

14.6

Vacation credits are cumulative to a maximum of two hundred and seventy-two (272) working hours for ten (10) or less years of qualifying service or three hundred and eighty-four (384) working hours for more than ten (10) years of such service. Accumulation in excess of this amount as of January 1 of each year shall be forfeited by the employee. An employee shall be permitted to carryover more than allowable credits when the employee was prevented from taking enough vacation to reduce the credits because the employee (1) was required to work as a result of fire, flood, or other extreme emergency; (2) was assigned work of priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; or (4) was prevented from using vacation previously scheduled to be taken in December because of being on paid sick leave.

14.7

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

#### Vacation Requests

14.8

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. If an employee submits a vacation request for five (5) days or less with less than thirty (30) days notice, such request will be approved subject to operational needs. The appropriate administrator shall respond in writing to an employee's vacation request as soon as possible. Once approved in writing, vacations shall not be rescinded without the mutual consent of the employee and the appropriate administrator, except in cases of emergency as determined by the appropriate administrator.

Based upon the operational needs of the campus, vacation schedules shall be determined by the appropriate administrator. Vacations shall be scheduled and taken only as authorized by the appropriate administrator. If a conflict in vacation requests arises, the appropriate administrator shall give consideration to the employee(s) with the most seniority, provided that operational needs are met.

#### Lump Sum Payment

14.9

Upon separation from service without fault on his/her part, an employee is entitled to a lump sum payment as of the time of separation for any unused or accumulated vacation. Such 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 he/she taken the time off, but not separated from service.

#### Holidays

14.10

The following paid holidays, except as provided in Provision 14.11 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. Thanksgiving Day
- g. December 25
- h. Any other day designated by the Governor for a public fast or holiday.

14.11

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 for observance on another day by the President.

- a. Third Monday in February (Washington's Birthday)
- b. February 12 (Lincoln's Birthday)
- c. Last Monday in May (Memorial Day)
- d. Admission Day
- e. Second Monday in October (Columbus Day)
- f. November 11 (Veteran's Day)

14.12

Any holiday listed in this Article which falls on a Saturday shall be observed on the preceding Friday. Any holiday in this Article which falls on a Sunday shall be observed the following Monday.

14.13

An employee on the payroll on the day a holiday is officially observed shall be entitled to the holiday. The number of hours of the holiday shall be determined by the hours the employee is normally scheduled to work on the day the holiday is observed.

If an employee is on a compressed work schedule and the holiday is observed on a non-workday, the employee shall be entitled to the number of holiday hours equal to their normal workday. This holiday must be used within ninety (90) days after the holiday was observed. An employee on a leave of absence without pay or in other non-pay status on a day a holiday is officially observed shall not be entitled to the holiday.

14.14

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

14.15

A campus yearly calendar shall be provided to the employees at least thirty (30) days before its effective date.

14.16

An employee shall be permitted to use accrued vacation or his/her Personal Holiday if the President closes the campus and there is an insufficient number of holidays scheduled to be observed during the closure. Employees eligible for CTO may use accrued CTO during periods of campus closure.

14.17

Should an employee not have vacation accrued, sufficient CTO balance or Personal Holiday to cover the scheduled days of closure, he/she shall be provided sufficient work prior to the scheduled closure to prevent any loss of pay or benefits. Such time worked shall be in accordance with Article 19, Overtime.

14.18

Employees, including cruise employees, who are in an academic year appointment are entitled to all days designated in the campus academic calendar as academic holidays, or any other day designated by the Governor for a public fast or holiday. If the timebase is less than full-time, this provision will be applied on a pro rata basis.

Personal Holiday

14.19

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.

Holiday Work Compensation

14.20

A full-time employee who works on the day a holiday is officially observed shall be compensated at his/her overtime rate on an hour-for-hour basis for all hours worked on the holiday. Such compensation shall be in cash or CTO, as determined by the President. This provision shall apply pro rata to less than full-time employees. Employees not eligible for overtime as listed in Appendix C shall receive time off earned at the straight time rate.

14.21

When a holiday is observed pursuant to Provision 14.11 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, he/she shall only receive holiday work compensation for time worked on the calendar date of the holiday. Such compensation shall be provided pursuant to Provision 14.20, Holiday Work Compensation, of this Article.

## ARTICLE 15

### LEAVES OF ABSENCE WITH PAY

#### Sick Leave

##### 15.1

Following completion of one (1) month of continuous service, a full-time employee shall accrue eight (8) hours of credit for sick leave with pay. Thereafter, for each additional month of service, eight (8) hours of credit for sick leave with pay shall be accrued.

##### 15.2

Each full-time employee shall be considered to work not more than forty (40) hours each week. Employees who are appointed less than full-time shall accrue credit for sick leave with pay on a pro rata basis.

##### 15.3

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 15.7.

##### 15.4

An employee shall be responsible for reporting an absence to the appropriate administrator as soon as possible in compliance with department and campus policies.

##### 15.5

An employee shall be responsible for completing and signing the campus absence form and returning the absence form to the appropriate administrator upon reporting to work.

##### 15.6

An employee may be required to provide a physician's statement or other appropriate verification for absences after three (3) consecutive days charged to sick leave. An employee shall not normally be required to provide such a statement or verification for an absence of three (3) consecutive days or less charged to sick leave.

#### Catastrophic Leave Donation Program

## 15.7

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. Catastrophic illness or injury is an illness or injury that has totally incapacitated the employee from work.

The following provisions shall apply:

- a. An employee, his/her 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 leave credits per fiscal year in increments of one hour or more. Donations are irrevocable.
- d. Donated leave credits may be used to supplement Industrial Disability Leave, Non-Industrial Disability Leave or Temporary Disability payments from the State Compensation Insurance Fund upon application for these benefit(s) 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. 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 his/her accrued vacation credits and all of his/her 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.

#### Absences Chargeable to Sick Leave

#### 15.8

The use of sick leave may be authorized by the appropriate administrator only when an employee is absent because of:

- a. illnesses, injury, or disability related to pregnancy;
- b. exposure to contagious disease;
- c. dental, eye, other physical or medical examinations or treatments by a licensed practitioner;
- d. illness or injury in the immediate family and

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 an additional five (5) days of accrued sick leave credit for family care during one (1) calendar year.

An employee may request the use of accrued sick leave credit for family care beyond the maximum set forth above. Such requests must be accompanied by a physician's statement or other appropriate need verification.

- e. death of a person in the immediate family.

Upon written request, the appropriate administrator may authorize the use of accrued sick leave for bereavement.

The granting or denial of such additional use of sick leave in provisions 15.8 (d) and (e) shall be the prerogative of the appropriate administrator and shall not be subject to Article 7, Grievance Procedure, or Article 8, Complaint Procedure, of this Agreement.

15.9

"Immediate family" as used in this Article shall mean close relative, domestic partner, or other person residing in the immediate household of the employee, except domestic employees, roomers or roommates.

15.10

The President may direct an employee to take sick leave if he/she determines that the employee has restricted ability to carry out his/her duties due to illness.

15.11

An employee may be required to undergo a medical examination as directed by the President to ascertain the employee's ability to perform his/her required duties. If such an examination is by the physician selected by the employer, the CSU shall bear the costs of such medical examination.

In cases where an employee has a written full medical release without restriction to return to work and the appropriate administrator believes that the employee is unable to perform the duties of the position, the appropriate administrator shall consult with the Human Resources Director. If the employee is unable to be at work while the decision is being reviewed, the employee must be placed on paid administrative leave.

15.12

Under no circumstances may an employee be granted sick leave for days during layoff periods or during a leave of absence without pay. An employee may not be granted sick leave during periods when the campus or department is closed unless the employee was on sick leave prior to the time of the campus or department closure.

15.13

A female employee on maternity leave pursuant to Article 16, Leaves of Absence Without Pay, shall be entitled to use earned sick leave for the

period of time covering date of childbirth and immediate physical recovery therefrom. Earned sick leave shall be charged for workdays in such a period of time. Normally, fifteen (15) days of earned sick leave may be charged. A physician's verification of disability shall be required for the use of earned sick leave in excess of fifteen (15) days, pursuant to this provision.

15.14

The President may authorize unpaid sick leave, the use of vacation or the use of CTO pursuant to Article 19, Overtime, for an employee who has exhausted accumulated sick leave.

#### Funeral Leave

15.15

For each death of a significantly close relative or an immediate family member as defined in Provision 15.9, upon request to the President, the employee shall be granted five (5) days leave with pay.

15.16

A leave granted in accordance with Provision 15.14 may be supplemented in accordance with bereavement provisions of this Article.

15.17

The term "significantly close relative" as used in this Article shall mean a spouse, domestic partner and the employee's or his/her spouse's mother, father, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother, sister, or relative living in the immediate household of the employee.

#### Jury Duty

15.18

An employee who serves on jury duty shall receive his/her salary only if he/she remits 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, his/her time off for jury duty is not compensable. The employee may elect to use vacation, personal holiday or CTO to cover the time off.

15.19

An hourly employee shall be eligible for time off with pay for jury duty only for those hours he/she was scheduled to work.

15.20

An employee who receives initial notification that he/she is subject to jury duty shall notify the appropriate administrator.

15.21

The employee is required to notify the appropriate administrator in writing 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.

15.22

Upon request, an employee on swing or graveyard shift who serves on jury duty shall be reassigned to the day shift. While on jury duty, an employee shall be assigned to a Monday through Friday day-shift schedule.

#### Leave to Vote

15.23

An employee who would otherwise be unable to vote outside of his/her regular working hours may be granted up to two (2) hours of work time 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.

#### Absence as a Witness

15.24

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.

15.25

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. No portion of the employee's salary shall be forfeited as the result of such an appearance; however, all court fees (except personal travel and/or subsistence payments) shall be remitted to the CSU. If an exceptional circumstance occurs whereby the employee does not remit such fees, an amount equal to the fees shall be deducted from the employee's salary. No vacation or compensatory time off (CTO) shall be used in such cases.

15.26

An employee who receives court fees in excess of regular earnings may keep the excess and need remit only an amount equal to the compensation paid the employee while on leave. If the employee chooses to retain the entire fee, then the time taken off shall be charged as vacation or CTO, and if no vacation time or CTO is available, the employee shall be docked for the period of absence.

15.27

An employee (including hourly employees) serving as a court-subpoenaed witness on a holiday or while on vacation or on compensatory time off (CTO) shall serve on his/her own time.

15.28

An employee who is a party to a suit or who is an expert witness not serving in the interest of the CSU shall appear on his/her own time. The employee shall be charged vacation or CTO, and if no vacation time or CTO is available, the employee shall be docked for the period of absence.

15.29

An employee who is required to appear in court on behalf of the CSU at times outside of and not continuous with an employee's regular work schedule shall be compensated pursuant to the call-back pay requirements of Provisions 19.17 and 19.18 of this Agreement only if he/she is required to appear in court as a result of the exercise of his/her duties during working hours. Call-back pay under this provision shall not be provided to employees who are parties to a suit, who serve as court-subpoenaed witnesses, or who serve as expert witnesses unless they do so on behalf of the CSU and as a result of the exercise of their duties during working hours.

Military Leave

15.30

Emergency military leave, temporary military leave, and indefinite military leave shall be granted to eligible employees in accordance with state and federal law.

Supplement to Industrial Disability Leave (IDL)

15.31

Upon written notification to the CSU by an eligible employee, he/she may elect to supplement IDL payments with charges to his/her accrued sick leave. Such an election shall be made no later than fifteen (15) days after the report of the injury for which the IDL is being paid.

15.32

Such supplement shall continue until the employee has exhausted his/her accrued sick leave or until the employee provides to the CSU written notification he/she wishes to discontinue the supplement. Such a notice shall be provided fifteen (15) days prior to the effective date of such a discontinuation.

15.33

Such a supplement to IDL payments shall not result in the employee receiving a payment in excess of his/her regular salary or wage.

15.34

All payments received by an employee while on IDL shall be subject to mandatory and authorized voluntary deductions.

Maternity/Paternity/Adoption Leave

15.35

"Maternity/paternity/adoption 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.

An employee shall be entitled to up to thirty (30) workdays "maternity/paternity/adoption leave" (as defined above, and subject to the requirements of Provision 16.12), with pay which shall commence within sixty (60) days of the arrival of a new child. Such leave shall be in addition to available sick leave and to available vacation under Article 14. Paid maternity/paternity/adoption leave runs concurrently with any other related leaves for which the employee is eligible.

## ARTICLE 16

### LEAVES OF ABSENCE WITHOUT PAY

#### 16.1

A full-time employee or part-time permanent employee may be granted a full or partial leave of absence without pay for up to one (1) year for the following purposes/reasons:

- a. loan of an employee to another governmental agency;
- b. family leave;
- c. outside employment that would lessen the impact of a potential layoff or a layoff;
- d. temporary incapacity due to illness or injury;
- e. other satisfactory reasons.

Leaves without pay granted for d. above shall also be subject to Article 15, Leaves of Absence With Pay. Periods of disability related to pregnancy are subject to the provisions of Article 15, Leaves of Absence With Pay.

#### 16.2

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, and shall respond to the application within forty-five (45) days.

#### 16.3

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.

#### 16.4

Service credit shall not be granted to an employee on a leave of absence without pay.

#### 16.5

A leave so granted assures to the employee a right to return to his/her former position or a position within his/her classification upon expiration of the leave and the time lost shall not constitute a break in service.

16.6

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.

16.7

An employee on a leave of absence without pay for more than thirty (30) days may opt to continue his/her fringe benefits at his/her own expense. Upon written request of an eligible employee as defined in Article 21, Benefits, the CSU shall provide a system for the continued payment of his/her insurance premiums including health, dental and vision benefits during the period of an unpaid leave of absence. During this period, such an employee shall pay both the employee's and the CSU's contributions. The CSU shall not advance such payments. Such an employee shall pay all contributions prior to the date each payment is due. Failure to pay such premiums will result in coverages lapsing unless the employee makes other arrangements.

16.8

The granting or denial of leaves of absence without pay pursuant to Provisions 16.1 through 16.7 shall not be subject to Article 7, Grievance Procedure.

Family Care and Medical Leave

16.9

An employee who has at least twelve (12) months of service is entitled to a family care and medical leave without pay.

16.10

Eligible employees may take up to a total of twelve (12) weeks of family care and medical leave in a 12-month period, including any periods of absence with pay for family care and medical leave purposes.

16.11

An employee may be granted family care and medical leave for the birth of a child of the employee, the placement of a child with an employee in

connection with the adoption or foster care of the child by the employee, to care for a child, parent, domestic partner, or spouse of the employee who has a serious health condition, or for the employee's own serious health condition.

16.12

For family care and medical leave taken for reason of the birth of a child or adoption/foster care of a child by an employee, any leave taken shall be initiated within one (1) year of the birth of a child or placement of a child with the employee in the case of adoption/foster care.

The period of family care and medical leave granted to an employee for the birth of a child shall run concurrently with the period of leave available to an employee under Education Code Section 89519.

16.13

The amount of family care and medical leave that may otherwise be granted under this Article may be reduced by the amount of family care and medical leave granted to an employee for reasons set forth under Provisions 16.9 through 16.22.

16.14

Before granting a family care and medical leave for the serious health condition of a child, parent, spouse, or domestic partner, the President may require certification of the serious health condition from the health care provider.

16.15

Upon expiration of the period which the health care provider originally estimated that the employee needed to care for the child, parent, spouse, or domestic partner, the President may require the employee to obtain recertification if additional leave is requested.

16.16

Family care and medical leave shall be leave without pay except that an employee must utilize all accrued personal holidays and vacation that he/she is otherwise eligible to take during the otherwise unpaid period of the family leave.

16.17

An employee may use accrued sick leave during the period of family care and medical leave upon mutual agreement between the employee and the appropriate administrator. Such requests for sick leave shall be made in accordance with Article 15 of this Agreement.

16.18

Family care and medical leave is separate and distinct from the right of a female employee to take a pregnancy disability leave under Government Code Section 12945, subdivision (b)(2). If a female employee takes part or all of the maximum four (4) months of pregnancy disability leave, she may request up to twelve (12) weeks additional family care and medical leave for reason of the birth of her child, or due to her own serious medical condition. Family care and medical leave and pregnancy disability leave shall run concurrently with the period of leave available under the provisions of Education Code Section 89519. Family care and medical leave shall not run concurrently with pregnancy disability leave under Government Code Section 12945.

16.19

An employee shall provide the President with written notice of the need for family care and medical leave as soon as the event necessitating the leave becomes known to the employee. In general, as much advance notice as is reasonably possible shall be provided and normally shall not be less than five (5) working days of the event giving rise to the need for leave.

16.20

If the employee's need for family care and medical leave is foreseeable due to the planned medical treatment or planned supervision of a child, parent or spouse with a serious health condition, the employee shall provide the 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 campus.

16.21

A family care and medical leave so granted assures to the employee a right to return to his/her former position or an equivalent position upon expiration of the family care and medical leave. If the former position and any equivalent position has ceased to exist due to legitimate business reasons unrelated to the leave, the campus shall make reasonable accommodation by alternative means that will not cause undue hardship to

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

16.22

An employee on family care and medical leave shall retain employee status and shall continue to accrue seniority points pursuant to Article 24 of this Agreement during the period of the family care and medical leave. During a family care and medical leave, an employee may continue to participate in benefits to the same extent and under the same conditions as would apply to any other personal leave of absence without pay pursuant to this Agreement, except that if any paid portion of the family care and medical leave is less than twelve (12) weeks, unless canceled by the employee, 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 his/her serious health condition or due to circumstances beyond the employee's control.

16.23

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.

16.24

The granting or denial of leaves of absence without pay pursuant to Provisions 16.9 through 16.23 shall be subject to Article 8, Complaint Procedure.

## ARTICLE 17

### ASSIGNMENT/REASSIGNMENT

17.1

An employee shall be provided with written notice of permanent reassignment to another position seven (7) days prior to the effective date of such a reassignment. If more than one (1) employee requests an opportunity for reassignment to the same position, the appropriate administrator shall give consideration to seniority, provided that operational needs are met.

17.2

The President may temporarily assign an employee to a position in a higher classification or temporarily reclassify an employee for the performance of duties in a higher classification. The President may temporarily effect an in-class progression for the performance of duties at a higher skill level in the same or a different position. Such a temporary assignment or temporary in-class progression may be for up to six (6) months, and shall be consistent with this Article and/or Article 22, Professional Development. Such an assignment may be extended beyond six (6) months, but for not longer than another twelve (12) months, by mutual agreement of the President and the employee. An employee shall be provided with written notice of such a temporary assignment of duties of another classification or temporary in-class progression at least seven (7) days prior to the effective date.

17.3

An employee shall begin to receive the appropriate compensation of the higher classification or skill level from the effective date of such a temporary assignment or temporary in-class progression.

17.4

An employee serving in a temporary assignment of duties of another classification or temporary in-class progression 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.

17.5

At the end of the temporary assignment of duties of another classification or temporary in-class progression, the employee shall be returned to his/her permanent assignment with the same status as he/she would have had if he/she had not been granted such a temporary assignment or temporary in-class progression.

#### Assignment

##### 17.6

An employee shall be informed as to the administrator to whom he/she shall be normally accountable. An employee may seek clarification of working instructions from such an appropriate administrator. Such clarification shall be provided in writing.

##### 17.7

The appropriate administrator shall provide an employee with a copy of the employee's position description within one week of the employee's initial hire. After initial hire, upon the employee's request, the appropriate administrator shall provide the employee with a copy of the employee's position description if a current one is available. If a current one is not available, then the employee shall be provided with a copy of his/her position description within forty-five (45) days of his/her request. A copy of the position description signed by the employee shall be placed in the employee's official personnel file.

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, and shall be consistent with the classification standards.

##### 17.8

An employee may request, in writing, a meeting with the appropriate administrator to discuss a position description, reassignment, or work assignment. Such a meeting shall not be unreasonably denied.

##### 17.9

Appropriate administrators may perform duties within the classification and qualification standards that are applicable to bargaining unit employees.

##### 17.10

Student assistants may be assigned duties within the classification and qualification standards that are applicable to bargaining unit employees.

17.11

The CSU agrees to immediately meet and confer on the bargaining unit impact of Provisions 17.9 and 17.10 of this Article when it determines that there may be a need for implementation of any procedures in Article 24, Layoff. In the event of layoff, the number of student assistants' hours and the number of administrators in a department shall not be increased for the purpose of performing bargaining unit work.

17.12

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 to meet with the CSU to discuss the classification study. Such a meeting shall be held at the Office of the Chancellor.

The Union may submit a written request and submit data in support of the request to the CSU to develop new classifications or to revise current classifications. The CSU shall respond in writing to such request(s).

The CSU shall notify the Union of the establishment of any new bargaining unit classification(s). The Union may, within 30 days of such notification, request the University meet and confer on the impact of the implementation of any such newly established bargaining unit classification(s).

Outside Employment

17.13

Outside employment shall not conflict with the responsibilities and duties of the employee to the CSU.

## ARTICLE 18

### HOURS OF WORK

#### Work Schedules

##### 18.1

Full-time employees in non-exempt classifications shall work a minimum workweek of forty (40) hours in a seven (7) day period or eighty (80) hours in a fourteen (14) day period.

Under normal circumstances, work schedules shall provide for five (5) consecutive days' work in a seven (7) day period, or four (4) consecutive days' work in a seven (7) day period. For a 3/12 work schedule, work days may be three (3) consecutive days in the first seven (7) day period and four (4) consecutive days in the second seven (7) day period of a fourteen (14) day schedule or three and one-half (3 1/2) days in each seven (7) day period.

For the purposes of administering a 3/12 work schedule, the schedule period shall begin at 12:01 a.m. on Sunday and shall end at 12:00 midnight on the second succeeding Saturday.

##### 18.2

The appropriate administrator shall determine the work schedule for an employee. An employee shall be provided with notification of a permanent work schedule change or a summer work schedule at least twenty-one (21) days prior to the effective date of the work schedule change. The appropriate administrator may give consideration to employee seniority.

##### 18.3

For those employees assigned a five (5) day workweek, the workday shall normally consist of eight (8) hours. For those employees assigned a four (4) day workweek, the workday shall normally consist of ten (10) hours. For a 9/80 work schedule, employees will be required to work nine (9) hours per day on four (4) consecutive days during each work week and eight (8) hours per day on the alternating fifth (5) day during a fourteen (14) day period of time. For a 3/12 work schedule, a work week shall consist of three (3) twelve (12) hour days during the first week of a fourteen (14) day schedule and three (3) twelve (12) hour days and one eight (8) hour day during the succeeding week; or three (3) twelve (12)

hour days and one (1) four (4) hour day in each seven (7) day period, of the fourteen (14) day schedule.

### 9/80 Work Schedule

Bargaining unit employees will be given the opportunity to volunteer to participate in a 9/80 work schedule. An employee's request to participate will be subject to the approval of his/her appropriate administrator. The actual days and hours of work will continue to be scheduled by the employee's appropriate administrator. The initial decision to request participation will be voluntary. An employee who participates will be required to remain in the 9/80 work schedule until removed from the schedule by his/her appropriate administrator.

An employee may request that he/she withdraw from the 9/80 work schedule only as a result of a personal family emergency which renders the employee's continued participation in the 9/80 work schedule impossible. Such personal family emergency may include, but need not be limited to, child or elder care obligations, or employee conflict with non-CSU employment. Removal from the 9/80 work schedule under these circumstances is subject to the approval of the employee's appropriate administrator. The appropriate administrator may request that the employee provide documentation in support of such a request.

### 18.4

For exempt classifications, there are no fixed, minimum or maximum hours in a workday or workweek.

For non-exempt classifications, the full-time workweek is a workweek of forty (40) hours within seven (7) consecutive twenty-four (24) hour days or one hundred and sixty-eight (168) hours. In accordance with the provisions of Article 19, employees may be required to work overtime hours as directed by the appropriate administrator.

### 18.5

Less than full-time employees shall be assigned hours pro rata and days of work as determined by the President.

### Employee Request for Work Schedule Change and/or Flexible Work Hours

### 18.6

An employee(s) may submit a written request to the appropriate administrator for a change in the work hours and/or workdays of his/her work schedule. Such requests 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.

18.7

If deemed necessary by the appropriate administrator or the employee, a meeting between the appropriate administrator and the employee shall be held to discuss the work schedule change request.

18.8

If a conflict in work schedule change requests arises, the appropriate administrator shall give consideration to the employee(s) with the most seniority provided that operational needs are met.

18.9

The appropriate administrator shall respond in writing to the employee regarding approval or denial of such request.

#### Meal Periods

18.10

An employee shall be entitled to a meal period not to exceed sixty (60) minutes. The time of such meal period shall be designated by the appropriate administrator and shall be at or near the middle of the workday. Such meal periods shall not count toward hours worked, except as provided for in Provision 18.11.

18.11

An employee required to remain on the job at his/her workstation for the full shift period shall be permitted to take a meal period, not to exceed thirty (30) minutes, during work time.

#### Rest Periods

18.12

An employee 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 operational needs of the department. Rest periods shall be counted towards hours worked. When an employee is required to perform duties during a scheduled rest period, the appropriate administrator shall endeavor to reschedule the rest period for that workday. Rest period time not taken shall not be cumulative.

Clean-up Time - Units 2 and 9

18.13

When deemed necessary by the appropriate administrator, employees shall be permitted by the appropriate administrator immediately prior to the end of their workday a clean-up period of up to ten (10) minutes as appropriate to perform personal washing and changing of clothes. Reasonable worktime shall be provided to an employee for the taking of showers when deemed necessary by the appropriate administrator.

Clean-up Time - Unit 5

18.14

Employees shall be permitted immediately prior to the end of their workday a clean-up period of ten (10) minutes to perform personal washing and changing of clothes. Reasonable worktime shall be provided to an employee for the taking of a shower when deemed necessary by the appropriate administrator.

Clean-up Time - Unit 7

18.15

Employees in a print shop or other duplicating facility shall be permitted by the appropriate administrator immediately prior to the end of their workday a clean-up period of up to ten (10) minutes as appropriate to perform personal washing and changing of clothes.

Telecommuting

18.16

If a campus determines that telecommuting is in its best interest, then a written telecommuting policy shall be developed. The provisions of this policy shall include, but not be limited to, the following: eligibility for both position and employee selection, a work place hazards assessment, responsibility for equipment assignment, usage and maintenance, and business related costs.

Telecommuting is only feasible for those job duties that can be performed away from the campus.

Participation in telecommuting is voluntary and at the discretion of the appropriate administrator. Participation shall be based on a written agreement between the employee and appropriate administrator. The written agreement shall contain the work schedule, performance expectations and duration of the assignment.

All telecommuting work schedules require prior management approval. Hours of work shall be consistent with the operational needs of the organization and other Article 18 provisions.

18.17

Upon written request by the CSEA, the CSU shall meet and confer on issues related to the implementation of Year Round Operations at each campus, as is required by HEERA.

## ARTICLE 19

### OVERTIME

#### Overtime Compensation

##### 19.1

Overtime is defined as authorized time worked in excess of forty (40) hours in a seven (7) consecutive twenty-four (24) hour period beginning at 12:01 a.m. on Sunday and ending at 12:00 midnight the following Saturday. For employees assigned to a 9/80 work schedule, overtime is defined as authorized time worked in excess of forty (40) hours in seven (7) consecutive twenty-four (24) hour periods beginning at 12:01 p.m. on Friday and ending at 12:00 p.m. (noon) on the following Friday.

##### 19.2

For the purposes of administering a 3/12 work schedule, overtime shall be defined as time worked in excess of eighty (80) hours within a fourteen (14) day schedule.

##### 19.3

Overtime shall be compensated in cash or in compensatory time off (CTO) as determined by the President and shall be paid only as provided in Appendix C of this Agreement, consistent with the provisions of the Fair Labor Standards Act (FLSA). The salary stipend (provision 20.27) shall be included in base wages for determining compensation for overtime earned during the stipend period. Employees eligible to receive overtime shall be compensated at the rate of one and one-half times their hourly straight time rate.

##### 19.4

Overtime shall be authorized and assigned by the appropriate administrator.

##### 19.5

Paid holiday, paid sick leave, and paid vacation time shall be counted as time worked for purposes of this Article.

##### 19.6

The only official methods for the computation and accumulation of overtime are those provided in this Article.

The appropriate administrator shall endeavor to equalize the overtime work among all qualified employees who have expressed interest in overtime work. Advance notice of overtime opportunities shall be provided to all qualified employees whenever possible. An employee shall be required to work overtime if no qualified volunteer is available.

19.7

All employees shall be classified as either exempt or non-exempt for purposes of compliance with the FLSA requirements for payment of overtime or compensatory time off (CTO).

Compensatory Time Off (CTO)

19.8

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.

19.9

When possible, the scheduling of earned CTO shall be by mutual agreement of the employee and the appropriate administrator. Upon reasonable notice to the employee, the appropriate administrator may direct the employee to take earned CTO.

19.10

CTO should be taken within the year it is earned whenever possible. If an employee has been unable to take his/her CTO and has a CTO balance in excess of one hundred twenty (120) hours as of December 31, he/she 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.

19.11

Upon request of the employee, the appropriate administrator shall provide an accounting of the employee's CTO balance.

19.12

When an employee is separated from service, he/she is entitled to a lump-sum payment for any earned CTO by reason of previous overtime worked.

19.13

Overtime eligibility and overtime rates shall be by classification. Such eligibility and overtime rates by classification are listed in Appendix C and incorporated by reference.

Extended Work Hour Meal Allowance

19.14

When an employee is required to work more than two (2) hours before or two (2) hours after a regularly scheduled workday, he/she may claim the cost of each meal up to the maximum allowed for lunch in accordance with CSU travel regulations. All claims for extended work hour meal reimbursements must be supported by a voucher. The time taken to consume the meal will not be included in the computation of extended work hours for the purpose of this allowance.

An employee shall not be required to interrupt his/her work to consume his/her extended work hour meal. Extended work hour meals may be taken before, after or during the extended work hour period. This provision shall not apply to employees receiving a per diem rate.

19.15

Overtime shall not include time spent in travel to and from the work site except as provided for in Article 22, Professional Development.

19.16

Holiday Work Compensation Overtime - See Article 14, Vacations and Holidays (Holidays, Holiday Work Compensation).

Call-Back

19.17

Call-back work is work performed at a time outside of and not continuous with an employee's regular work schedule. An employee called back to work shall receive no less than three (3) hours pay at the overtime rate unless such call-back is within three (3) hours of the beginning of the employee's next shift, in which case the employee shall only be paid for the hours remaining before the beginning of the employee's next shift.

19.18

An employee may be called back to work at the discretion of the appropriate administrator. The appropriate administrator shall endeavor to

assign call-back work on a volunteer basis. If no volunteers are available, or in an emergency situation, the employee who is called back shall be required to work.

#### On-Call Time

##### 19.19

On-call time is time outside of an employee's regular work schedule but during which an employee must be available to report to work if deemed necessary by the appropriate administrator. On-call time is not compensable. If an on-call employee is contacted by an appropriate administrator for the purpose of performing work, then Provisions 19.17 and 19.18 shall apply.

##### 19.20

When the CSU determines that an employee shall be placed on call, the employee may use his/her on-call time for his/her own purposes, subject to the employee being reachable by beeper/pager or leaving a telephone number where he/she can be contacted while on call. If contacted by the appropriate administrator, the employee shall report to work within a reasonable period of time.

## ARTICLE 20

### SALARY

20.1

The salary schedule for bargaining unit employees in Units 2, 5, 7, and 9 shall be found in Appendix E and incorporated in this Agreement by reference.

20.2

An employee shall be assigned a salary rate within the salary range or sub-range appropriate to his/her classification. The salary range or sub-range for each classification shall include a minimum salary rate and maximum salary rate.

20.3

Employee compensation programs, including the General Salary Increase (GSI), the Merit Salary Increase (MSI), and the Market Salary Adjustment (MSA), shall be implemented only in fiscal years in which the parties expressly agree to such programs or agree to provide increases in such programs. For fiscal years 2002-2003, 2003-2004, 2004-2005, these programs, as set forth in this Agreement, shall become effective July 1 of the fiscal year.

#### General Salary Increase

20.4

For fiscal year 2002-2003:

All salary rates on the salary ranges for all bargaining unit classifications, and the individual salary rates of all bargaining unit members shall be increased effective July 1, 2002, by 1.50%.

For fiscal year 2003-2004:

- a. If the total settlement cost is less than three percent (3%) in the final 2003-2004 CSU budget, then no portion of the total settlement cost shall be expended on merit salary increases.
- b. If the total settlement cost is at least three percent (3%) in the final CSU budget, there shall be a merit salary increase pool equal to thirty-five percent (35%) of the total settlement cost. In addition to this amount, a campus may dedicate funds to this program. This provision

and the percentage specified herein are not subject to reopener negotiations pursuant to Article 28 of this agreement.

For fiscal year 2004-2005:

- a. If the total settlement cost is less than three percent (3%) in the final 2004-2005 CSU budget, no portion of the total settlement cost shall be expended on merit salary increases.
- b. If the total settlement cost is at least three percent (3%) in the final CSU budget, there shall be a merit salary increase pool equal to thirty-five percent (35%) of the total settlement cost. In addition to this amount, a campus may dedicate funds to this program. This provision and the percentage specified herein are not subject to reopened negotiations pursuant to Article 28 of this agreement.

### Shift Differential

#### 20.5

An eligible employee who is regularly assigned to work four (4) or more hours between 6 p.m. and midnight (exclusive of overtime) shall be paid a shift differential of one dollar and twenty-five cents (\$1.25) per hour for the employee's entire shift.

#### 20.6

An eligible employee who is regularly assigned to work four (4) or more hours between midnight and 6 a.m. (exclusive of overtime) shall be paid a shift differential of two dollars and twenty cents (\$2.20) per hour for the employee's entire shift.

#### 20.7

An eligible employee who is regularly assigned to work a shift that begins between 6 p.m. and midnight and continues for at least four (4) hours beyond midnight shall be paid a shift differential in accordance with provision 20.6. Such hours shall be exclusive of overtime.

#### 20.8

All non-exempt employees who are regularly assigned to a shift as defined in provisions 20.5, 20.6 and 20.7 are eligible to receive a shift differential.

### Pay Plans

#### 20.9

Probationary and permanent employees shall be eligible to request participation in the 10/12 or 11/12 pay plan. The assignment of an eligible

employee into the 10/12 or 11/12 pay plan and the yearly schedule 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.

#### 20.10

A 10/12 or 11/12 pay plan yearly schedule shall provide that the appropriate period of time in work status and non-work status shall be scheduled within one (1) year.

#### 20.11

A yearly schedule for an employee in the 10/12 pay plan program shall normally be five (5) consecutive pay periods in work status, followed by one (1) pay period in non-work status, or ten (10) consecutive pay periods in work status, followed by two (2) consecutive pay periods in non-work status. A yearly schedule for an employee in the 11/12 pay plan program shall normally be eleven (11) consecutive pay periods in work status followed by one (1) pay period in non-work status.

#### 20.12

Variations of a normal yearly schedule may be approved by the President, except that a variation of a normal yearly schedule shall not provide for a period of time in non-work status that requires advance payment of salary. Variations may include, but shall not be limited to, a movement from work status to non-work status at times other than the beginning of a pay period or patterns other than the normal yearly schedule, such as "6-1:4-1" or "7-1:3-1." Some variations of a normal yearly schedule may require delayed adjustments in salary payments.

#### 20.13

Withdrawal from participation in the 10/12 or 11/12 pay plan and return to a twelve (12) month annual work year may be requested by an employee in accordance with campus procedures. The appropriate administrator may request an employee on the 10/12 or 11/12 pay plan return to a twelve month annual work year. In both instances, the employee and the appropriate administrator shall attempt to reach mutual agreement regarding the request. In the absence of mutual agreement, the President shall make a final determination as to the approval or denial of such requests. The President may return an employee to a twelve (12) month annual work year. The employee shall be provided written notice three (3) months prior to such a return.

20.14

An employee participating in the 10/12 or 11/12 pay plan shall receive his/her (10 month or 11 month) annual salary in twelve (12) salary warrants and appropriate benefits on a twelve (12) month basis.

20.15

An employee moving from a twelve (12) month status to the 10/12 or 11/12 pay plan shall retain his/her anniversary date.

20.16

An employee on the 10/12 or 11/12 pay plan shall accrue sick leave, vacation, and seniority during the full twelve (12) month period. An employee on the 10/12 or 11/12 pay plan who is not in work status on the day a holiday is officially observed shall not be entitled to the holiday.

20.17

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 employment status matters, Merit Salary Increase, and retirement.

20.18

Approval or denial by the President of employee requests as specified in provision 20.9 shall be based on operational need and shall not be unreasonably denied. This provision shall not be subject to the Grievance Procedure.

20.19

Employees serving in an academic year appointment that is less than full-time will be paid at the equivalent full twelve (12) month hourly rate for any time worked in excess of the academic year assigned time base.

#### Merit Salary Increase

20.20

- a. A Merit Salary Increase (MSI) is movement within a salary range based upon an overall annual job performance rating of satisfactory, its equivalent, or better. An overall rating is a comprehensive rating based on a review of all performance categories.
- b. Employees with an overall rating below satisfactory, or its equivalent, or less than twelve (12) months of campus service as of July 1, of the

effective year, shall not be eligible. An MSI shall be based upon the most recent fiscal year performance evaluation or the most recent annual performance evaluation in accordance with campus policy.

- c. Each employee shall receive a performance evaluation in accordance with Article 10, Employee Performance. This procedure does not require campuses to modify existing performance evaluation forms unless existing forms do not have an overall rating. In such cases an overall rating must be determined and added or attached to the performance evaluation form. Existing annual performance evaluations and overall ratings contained in the official personnel file shall remain unchanged except with the addition of an overall rating where none exists. No employees' overall performance rating shall be changed after it has been presented to the employee for signature.
- d. An employee whose performance has been rated overall as satisfactory, or its equivalent, shall receive an increase to the base salary. An employee whose performance has been rated overall as above satisfactory shall receive an increase in excess of the amount of the increase awarded to satisfactory performance. The amount of increase shall be determined by the President, the President's designee or other appropriate administrator. All CSEA represented employees rated at the same level of overall performance on the same campus shall receive the same amount of increase rounded to the nearest whole dollar. This increase shall be an increase to the employees base salary except for those employees at the top of the salary range as described in provision 20.20(e). In no event shall an MSI increase cause an employee's salary rate to exceed the maximum of the range.
- e. In cases where a bargaining unit employee is either temporary or has reached the top of the classification salary range or sub-range in the salary schedule in Appendix E, the amount of increase for an MSI shall be only in the form of a lump sum bonus based on the annual gross earning and shall not be an increase to the base salary.
- f. During the fiscal year, the total amount of the total settlement cost funds assigned to the MSI program shall be as described in provision 20.4.

Funds shall be proportionally allocated to individual campuses based upon the salary base of CSEA represented employees on each campus. MSI Total settlement cost funds may be augmented with campus funds. The effective date for an MSI shall be July 1, of the fiscal year. To be eligible, an employee must be on the payroll as of July 1, of the fiscal year and actively employed at the time the awards are distributed. An MSI provided with campus funds may be effective at any time.

- g. The decision of the President, the President's designee, or other appropriate administrator as to who is to receive an MSI and the amount for each performance rating level of the MSI shall not be subject to Article 7, Grievance Procedure. Performance evaluations shall not be subject to Article 7, Grievance Procedure, unless the

grievant alleges the procedures in the provisions of Article 10 or this Section have been violated, misinterpreted, or misapplied.

### General Provisions

#### 20.21

During fiscal years 2003-2004, 2004-2005, the total settlement cost allocated to CSEA-represented bargaining units shall be dedicated, but not limited to GSIs, MSIs, and may also include Market Salary Adjustments, compensation and other merit salary programs.

#### 20.22

For fiscal years 2003-2004, 2004-2005, the amount of funds dedicated to the MSI program pursuant to provision 20.21 above, will be expended on merit salary increases. If the total amount of funds dedicated to this program in each fiscal year is not allocated or encumbered for MSI recipients by February 1, the Union may request by the following March 15 to meet with CSU to negotiate regarding the unallocated or unencumbered funds, and CSU shall agree to such a request.

#### 20.23

##### Bonus Plans

A bonus is a lump sum payment that is not a permanent increase to the base salary of the individual and may be granted at the discretion of the President. A bonus may be awarded at any time and may be used for a variety of salary adjustments including, but not limited to the following:

- a. Performance recognition of a bargaining unit employee shall be in the form of a bonus, in the case of bargaining unit members who have reached the top of his/her classification salary range or sub-range in the salary schedule in Appendix E. These bonuses shall be from campus funds.
- b. 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.
- c. 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.

- d. 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.
- e. An individual or group performance bonus may be awarded for exceptional performance. The performance criteria must be in writing and generally must be made known prior to the performance period.
- f. The decision of the President, made in accordance with this provision, regarding the award of a bonus shall be final and shall not be subject to Article 7, Grievance Procedure.
- g. The bonuses in sub-provisions (a) through (e) shall be campus funded.

#### 20.24

For non-exempt employees, all bonus awards must be based on a percentage of the annual gross salary.

#### In-Range Progression

#### 20.25

An increase within a salary range for a single classification or within a sub-range of a classification with skill levels is referred to as an In-Range Progression. When the President, the President's designee, or appropriate administrator determines that an in-range progression should occur, the salary shall increase by at least three percent (3.0%).

An in-range progression may be based upon the assigned application of enhanced skill or skills, equity, retention and/or other salary related criteria determined to be of value to the University by the President, the President's designee or appropriate administrator.

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 the appropriate administrator before being forwarded to Human Resources.

In-range progression review shall be completed within ninety (90) days after the request is received in Human Resources.

Within six (6) months after ratification, each campus shall develop guidelines and procedures for an in-range progression. The decision of the President, made in accordance with this provision, regarding the award of an in-range progression shall be final and shall not be subject to either Article 7, Grievance Procedure or Article 8, Complaint Procedure.

### Salaries for Classifications with Skill Levels and Sub-ranges

#### 20.26

The following provisions shall apply to employees appointed or assigned to classifications with skill levels and sub-ranges:

- a. Within each salary range for such a classification, sub-ranges with specified minimum and maximum rates are defined for each skill level.
- b. Employees shall be appointed or assigned by the President to a salary within a sub-range for the applicable skill level within the classification based on the requirements of the position and an assessment of the employee's qualifications and skills by the President. This provision shall not be subject to the grievance procedure.

### Salary Stipends

#### 20.27

An employee shall receive a monthly salary stipend when assigned by an appropriate administrator to temporary project coordination or lead work functions. These supplemental work assignments are to be made in writing and must have a specific beginning and ending date.

- a. The stipend is paid on a month to month basis for the duration of the work assignment.
- b. The stipend shall not exceed ten percent (10%) of the base monthly salary rate to be paid on a monthly basis.
- c. The decision of the appropriate administrator, made in accordance with this article, regarding the supplemental assignment of temporary lead work or project coordination functions shall be final and shall not be subject to Article 7, Grievance Procedure.

### Red Circle Rates

#### 20.28

A red circle rate is a salary rate above the maximum of the salary range for a class or sub-range for a skill level which may be granted by the President when an employee moves to a class or skill level with a lower salary range.

#### 20.29

An employee whose class is abolished and who moves to a class or skill level with a lower salary range as a result of implementation of a new classification shall be granted a red circle rate.

20.30

If a red circle rate is granted, the employee shall retain the salary currently being paid (or a lesser salary rate up to twenty-five percent (25%) above the maximum salary rate of the lower class or skill level) and shall remain at that salary rate until the maximum salary rate of the lower class or skill level equals or exceeds the red circle salary rate or until the authorized time period for maintaining the red circle salary rate expires, whichever occurs first.

20.31

During the period of time an employee's salary remains above the maximum salary rate for the class, the employee shall not receive further salary increases, including Merit Salary Increases or General Salary Increases, except in cases of promotion while on a red circle rate.

20.32

Red circle rates shall not exceed twenty-five percent (25%) above the maximum of the salary range of the class or skill level to which the employee is moving. An employee may retain a red circle rate for up to five (5) years.

20.33

Red circle rates shall not be authorized for an employee when:

- a. an employee, for personal convenience, requests voluntary demotion;
- b. an employee is demoted for cause other than for medical reasons.

20.34

An employee who was compensated at a salary rate above the maximum prior to a permanent separation will not be entitled to a red circle rate upon his/her return to work. Also, the authorization for a red circle rate shall be canceled if the employee refuses a bona fide offer of appointment to a position at the campus in a class or skill level in the same occupational group at a salary level equivalent to the original class or skill level from which the employee was moved.

Emergency Pay

20.35

When the President has declared a state of emergency at a campus, in exchange for the performance of emergency work by bargaining unit

employees outside of their normal assignment, and at a time when those employees would, subject to the approval of the University, otherwise have been able to use administrative leave, the following emergency pay will be provided. Non-exempt personnel required to return to work shall receive emergency pay of an additional one-half (1/2) hour for each hour worked up to forty (40) hours per week. Hours worked in addition to forty (40) hours per week shall be paid at time and one-half (the inclusion of the phrase "an additional" is for the purpose of clarification only).

## ARTICLE 21

### BENEFITS

#### Health

##### 21.1

Eligible employees and eligible family members as defined by PERS shall continue to receive health benefits offered through the PERS system for the life of this Agreement. Payment for those benefits shall be based on rates established by PERS for participating members. The Employer contribution shall be based on current formula as provided in Government Code Section 22825.1 for fiscal years 2002-2003, 2003-2004, 2004-2005.

#### Dental

##### 21.2

For the life of this Agreement, the dental benefits provided by the CSU through the insurer(s) selected by the CSU for its indemnity and prepaid dental plans shall be offered to eligible employees and eligible family members as defined in Provisions 21.6 through 21.10. The CSU Enhanced Level II Indemnity Dental Plan shall be offered to eligible employees and eligible family members. For fiscal years 2002–2003, 2003–2004, 2004–2005, the Employer's contribution to such plans shall equal one hundred percent (100%) of the basic monthly premium.

#### Vision Care

##### 21.3

For fiscal years 2002–2003, 2003–2004, 2004–2005, eligible employees and eligible family members as defined in Provisions 21.6 through 21.10 shall be entitled to receive vision care benefits. Such benefits shall be provided by the CSU through carriers selected by the CSU, and for fiscal years 2002–2003, 2003-2004, 2004–2005 the CSU hereby agrees the Employer's contribution shall equal one hundred percent (100%) of the basic monthly premium.

##### 21.4

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.

21.5

The CSU shall provide eligible employees with a life insurance policy at no cost to the employee. This program shall provide life insurance during the term of employment in the amount of ten thousand dollars (\$10,000).

Eligibility

21.6

The term "eligible employee(s)" as used in this Article shall mean an employee or employees who are appointed half-time or more for more than six (6) months. Those excluded from dental benefits and vision care 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.

21.7

The term "eligible family member(s)" as used in this Article shall mean the eligible employee's legal spouse, and unmarried children from birth to the end of the month in which the dependent children reach age twenty-three (23). An adopted child, step-child, natural child recognized by the parent, or a child living with the employee in a parent-child relationship who is economically dependent upon the employee is also eligible. A family member who is a disabled child over the age twenty-three (23) 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-three (23), 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.

Rural Health Care Stipend-Fiscal Year 2002-2003

21.8

In order to be eligible for a single rural health care stipend of five hundred dollars (\$500.00) paid in one lump sum in fiscal year 2002-2003, an employee must reside on the last day of April 2002 in a zip code determined by CALPERS to be a rural area in which no PERS board approved Health Maintenance Organization exists. Eligible employees must be actively on the payroll at the time the stipend is processed. Payment shall be made on or after July 1, 2002.

21.9

If during the term of this Agreement, legislation is enacted to provide a funded rural health subsidy to eligible CSU employees, the CSU will negotiate the implementation of this benefit.

Health, Dental and Vision Benefits for Domestic Partners of CSU Benefit Eligible Employees

21.10

The parties agree to extend health, dental and vision benefits to 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 CSEA-represented bargaining units. The parties further agree that the registration of domestic partners of CSEA-represented benefit eligible employees, and all other procedures and conditions required to receive health benefits, as currently set forth in PERS Circular Letter 600-18, 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 PERS regulations as set forth in PERS Circular Letter 600-18. If said PERS regulations are revised, Circular Letter 600-18 regulations as amended will continue to control the implementation of health, dental and vision benefits for the domestic partners of CSEA-represented benefit eligible employees. Any such changes involving mandatory bargaining subjects under HEERA shall be subject to negotiation upon 30-day notice by a party to this agreement.

Non-Industrial Disability Insurance

21.11

The maximum weekly payment for eligible employees shall be two hundred fifty dollars (\$250.00).

403 (b) Plan

21.12

All members of CSEA-represented bargaining units shall be eligible to participate in tax-sheltered annuity programs in accordance with the regulations and procedures as established by the CSU and according to IRS regulations.

Information Regarding Benefits

21.13

The campus Human Resources Office shall provide information concerning an individual employee's rights under NDI, IDL, Temporary Disability, Social Security and/or PERS retirement options. Upon written request, an employee shall be granted an appointment, during work time, for the purpose of discussing such rights.

#### Travel Reimbursement

21.14

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

#### Parking

21.15

Employees wishing to park at any CSU facility shall pay the parking fee in accordance with CSU campus policy. There shall be no parking fee increases for CSEA-represented employees on any campus during fiscal year 2002-2003. Thereafter, any increases in parking fees are subject to a reopener. The CSU shall provide payroll deductions for this purpose.

21.16

Eligible bargaining unit employees shall be entitled to participate in the CSU Pre-tax Parking Fee Deduction Plan. The implementation and terms of this program shall be determined by the CSU.

#### Uniform Reimbursement

21.17

Employees in classification codes 8800-8802 (Police Dispatcher), 8810-8812 (Parking Officer), 8820-8822 (Community Service Specialist) and 8830-8832 (Fire Apparatus Engineer), who are required to wear an official uniform, shall be reimbursed actual costs up to three hundred fifty dollars (\$350.00) per calendar year for the replacement and maintenance of uniforms, subject to CSU accountable plan regulations. Such employees shall be responsible for the purchase and maintenance of uniforms for employment.

21.18

All employees in Class Code 8349 (Public Safety Dispatcher) appointed in excess of six (6) months who are required to wear a uniform as a condition of employment shall be reimbursed actual costs for replacement and maintenance up to two hundred dollars (\$200), subject to CSU accountable plan regulations.

21.19

Uniform reimbursements shall be excluded from the Public Employees' Retirement Plan's definition of compensation.

21.20

All deductions from the lump-sum payment for uniform reimbursement shall be in accordance with state and federal law.

21.21

Employees may submit reimbursement claims up to the annual maximum as stated in 21.17 and 21.18 for uniform replacement and maintenance costs on a monthly basis. Reimbursements will be processed in accordance with campus accounting procedures. No employee shall be required to expend more than the amount indicated in Provisions 21.17 and 21.18 above on the replacement and maintenance of uniforms in a calendar year.

21.22

When the CSU provides a uniform to the employee, the employee is required to wear that uniform. The CSU will provide a reasonable number of uniforms.

#### Employee Assistance Programs

21.23

The CSU shall continue the existing Employee Assistance Program at each campus. Records pertaining to an employee's participation in the Employee Assistance Program shall remain confidential.

Upon approval, an employee undergoing treatment may use accrued sick leave, CTO, and vacation leave credits for such a purpose. Leaves of absence without pay may be granted by the President upon the recommendation of the Employee Assistance Program Coordinator if all sick leave, holiday credits, vacation and CTO have been exhausted and the employee is not eligible to use Industrial Disability Leave or Non-Industrial Disability Insurance Leave.

The President may elect to defer further or pending disciplinary action until the completion of the rehabilitation program and a reasonable period of time after the employee has returned to work. At the end of this reasonable period, the decision to impose discipline will be reevaluated.

#### Dependent Care Reimbursement

21.24

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 and IRS regulations. All administrative costs for participation shall be paid by participating employees.

#### Retirement

21.25

Eligible employees shall be included in the "State Peace Officer/Firefighter Member" membership category under PERS as provided in Government Code Section 20396.

#### Enhanced 1959 Survivors Benefit

21.26

Eligible employees as defined under the Public Employees' Retirement System shall receive the improved 1959 Survivors Benefit as provided for in Government Code Section 21573. Bargaining unit employees shall pay a premium of two dollars (\$2.00) per month for this benefit. All monthly premiums in excess of the employee contribution shall be paid by the CSU.

#### Dependent Care

21.27

The CSU recognizes the importance of child care, elder care, and disabled dependent care needs to bargaining unit employees. Employees may participate in childcare programs in accordance with existing campus and systemwide policies. At an employee's request, he/she may participate in a flex-time program, upon verification of his/her dependent care needs. The appropriate administrator shall give consideration to an employee's child care, elder care, and disabled dependent care needs when an involuntary work schedule change is to be made. The decision of the appropriate administrator regarding voluntary and involuntary work schedule changes, including participation in flex-time programs, made pursuant to this provision, shall be final and shall not be subject to Article 7, Grievance Procedure.

#### Health Premium Conversion Program (TAPP)

21.28

All eligible employees who contribute toward health benefits pursuant to Provision 21.1 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 the participating employees.

#### FlexCash Plan

21.29

All employees eligible for health and dental insurance, pursuant to this Article, shall be entitled to participate in the CSU FlexCash Plan. A participating employee may waive health and/or dental insurance coverage in exchange for the following monthly payments:

1. Waive medical & dental \$140 per month
2. Waive medical only \$128 per month
3. Waive dental only \$ 12 per month

In order to participate in the Plan, an employee will be required to request participation and certify that he/she has alternate non-CSU coverage in the insurance being waived. The terms of this Plan shall be determined by the CSU. All administrative costs for participation shall be paid by the participating employees.

#### Part-Time Employees Retirement Plan

21.30

Part-time, seasonal, temporary and intermittent employees who do not otherwise participate in the Public Employees Retirement System will be included in the University of California Defined Contribution Plan, a FICA-Safe Harbor Plan, in accordance with the regulations under section 3121(b)(7)(f) of the Internal Revenue Code. 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.

The CSEA shall receive appropriate advance notice of any change to this Plan. In the case of termination of the Plan or revision of the employees' contribution rate, the CSEA shall receive appropriate advance notice and the parties will meet and confer over the impact of such termination or revision.

#### Golden Handshake

21.31

If, during the life of this Agreement, the Office of the Governor and the Department of Finance advise the CSU of the availability of the early

retirement program (so-called "Golden Handshake") for CSEA-represented employees, the University agrees to notify the Union and, upon written request from the Union, to meet and confer regarding said availability.

## ARTICLE 22

### PROFESSIONAL DEVELOPMENT

#### General Training and Development

##### 22.1

An employee may submit a request for training and development to the appropriate administrator. Such a request may include, but is not limited to, release time with pay, flexible working hours, tuition, and travel. If such a request is denied by the appropriate administrator, such denial shall be in writing.

##### 22.2

When an employee is required by an appropriate administrator to take work-related training, the employee shall be granted release time for such training if it occurs during working hours. When an employee is required by an appropriate administrator to take work-related training during non-working hours, the employee shall be granted overtime pay or compensating time off subject to Article 19, Overtime. For the purposes of this Article, overtime shall include authorized time spent in travel. Appropriate costs for such training shall be borne by the CSU.

Employees shall be provided necessary training appropriate to any newly assigned job duties or equipment as determined by the appropriate administrator.

##### 22.3

Based on the operational needs of the campus and the requirements of the position, the appropriate administrator may approve requests for participation in continuing education activities necessary to maintain licenses or certificates required by the State of California or other licensing agencies.

#### Training Opportunities

##### 22.4

An eligible employee shall be granted release time for the purpose of taking examinations to maintain a specialized license required by the CSU, except for a DMV Class C operator license.

##### 22.5

A 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 basis. Such requests shall follow procedures outlined in Provisions 22.18, 22.19, 22.20 and 22.23.

22.6

An employee serving on such a temporary assignment shall be compensated as provided for in Provision 17.3, Article 17, Assignment/Reassignment.

22.7

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.

22.8

At the end of the temporary assignment, the employee shall be returned to his/her permanent assignment with the same status as he/she would have had if he/she had not been granted the temporary assignment.

#### Training Proposals

22.9

Employees or the Union may prepare and present training proposals for bargaining unit employees. Such proposals may be submitted to the Human Resources Office.

22.10

The appropriate administrator(s) shall consider any training proposal(s).

22.11

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 proposals. Such a meeting shall be held at a time and place mutually agreeable to the appropriate administrator and the Union.

22.12

The appropriate administrator shall respond in writing to the Union regarding the training proposal.

## Employee Development

### 22.13

An employee wishing to pursue educational goals may, with the guidance and support of his/her immediate non-bargaining unit supervisor and in consultation with the Human Resources Office, formally develop and obtain approval of a career development program. This program shall include attainment of a certificate, an associate degree, an undergraduate degree, a graduate degree or other achievement appropriate for the employee's professional growth.

### 22.14

Upon successful completion of the formally developed and approved career development program, the employee may request a temporary training assignment consistent with a logical evolution of the career development program and the goals, objectives and opportunities available at his/her current campus.

- a. The employee request shall be made to the campus Human Resources Office no later than one hundred twenty (120) days following completion of the career development program. Only three (3) such request(s) may be made by an employee for a temporary training assignment and must be made within the time allotted.
- b. The request(s) shall be in writing and shall include a detailed description of the type of temporary training assignment preferred, the objective of the training, and in which division/unit the training could be provided.
- c. The employee shall provide a current, detailed resume.
- d. The employee shall provide, in writing, a detailed description of the new skills, abilities, knowledge and information which were obtained in the course of the career development program and explain how they relate to a requested temporary training assignment.

### 22.15

Within twenty-one (21) days after receipt of the written materials, a representative of the campus Human Resources Office shall contact the employee to schedule a meeting. At this meeting, the employee shall discuss his/her request. An appropriate administrator in the Human Resources Office will provide information to the employee, as appropriate, with respect to the requirements of positions contained in the CSU's Classification and Qualification Standards, and to advise the employee as to the likelihood of a suitable position becoming available on campus.

22.16

The granting of a temporary training assignment request will be dependent upon the campus' ability to arrange a training opportunity and, if applicable, provide coverage in the employee's work area while he/she is away.

22.17

Within ninety (90) days of the meeting, the appropriate administrator in the Human Resources Office shall meet with the employee to discuss the feasibility of arranging a training assignment. If arrangements for a temporary training assignment cannot be made within the ninety (90) day period, the appropriate administrator shall continue to discuss such arrangements with campus departments and periodically inform the employee of his/her progress.

22.18

When arrangements for a temporary training assignment are completed, the appropriate administrator in the Human Resources Office shall meet again with the employee and provide written notice to the employee of the details of the temporary training assignment including, but not limited to:

- a. notification of the duration and beginning and ending dates of the assignment;
- b. the location of the temporary assignment;
- c. a position description outlining the major responsibilities of the temporary assignment;
- d. the salary assigned to the temporary assignment;
- e. the name and title of the immediate supervisor to whom the employee will be assigned during the temporary training assignment; and
- f. an outline of the training experience and the objectives and performance expectations developed for the training assignment.

22.19

The duration of the temporary training assignment shall be no less than three (3) months and no more than eleven (11) months.

22.20

The employee shall receive written evaluations of his/her work at least every two (2) months and at the conclusion of the temporary training assignment. Copies of these evaluations shall be placed in the employee's personnel file.

22.21

At the end of the temporary training assignment, the employee shall be returned to his/her former position and at the former salary, in addition to any approved salary adjustments.

22.22

The position classification of the temporary training assignment shall be based upon a classification review of the temporary training assignment. Appointment to a temporary training assignment shall be made at a salary at least equal to the employee's current salary, but no more than five percent (5%) above it.

22.23

Upon successful completion of a temporary training assignment, the employee may request, according to procedures applicable at his/her campus, to be interviewed for announced vacancies whose job content is comparable to the temporary training assignment. Determination of comparability shall rest with the Human Resources Office. A request for an interview shall not be unreasonably denied.

#### In-Classification/In-Range Progression

22.24

An employee seeking a temporary training assignment for the purposes of attaining additional skills for a specific classification or skill level may make a request in accordance with the provision of this Article.

#### Fee Waiver

22.25

The appropriate administrator shall approve requests from all full-time employees and part-time permanent employees for enrollment in the CSU fee waiver program subject to the provisions of this Article.

22.26

A maximum of two (2) courses or six (6) units, whichever is greater, per semester/quarter (exclusive of courses in self-support programs) may be

taken on the fee waiver program, provided that the CSU admission requirements shall be met, waived, or are non-applicable. Courses taken on the fee waiver program shall be taken for credit.

#### 22.27

Employees eligible for participation in the CSU Fee Waiver Program as defined in Provision 22.25 may transfer their existing Fee Waiver benefit entitlement maximum as defined in Provision 22.26 to a spouse, domestic partner, or dependent child, subject to the following conditions:

- a. the courses are taken by a spouse, domestic partner, or dependent child who is matriculated toward a degree and the courses are for credit toward the degree's requirements;
- b. this Fee Waiver benefit does not apply to out-of-state tuition;
- c. the administration determines that there is space available in such course offerings for the spouse, domestic partner, or dependent child; and
- d. eligibility for this program begins August 1, 2002, for the next academic semester or quarter provided that the contract is ratified by the May 30, 2002, CSU Board of Trustees meeting.

#### 22.28

Fee waiver courses shall be job-related or part of the approved Career Development Plan. The course of study for a Career Development Plan will be established by the employee and an appropriate advisor of choice and shall be subject to approval by the appropriate administrator in the Human Resources Office. The CSU admission requirements shall be met or waived for an approved Career Development Plan. The CSU admission requirements shall not apply for job-related courses.

#### 22.29

Subject to conditions listed in a. and b. below, an employee shall be granted reasonable release time for one (1) on-campus course per semester/quarter. An employee at the Chancellor's Office shall be granted an amount of time during working hours equal to actual class time.

- a. The course shall be job-related or shall be part of an approved Career Development Plan.
- b. The operational needs of the department are met as determined by the appropriate administrator.

#### 22.30

Employees on a leave of absence who otherwise are eligible to request a fee waiver may request fee waiver for enrollment in more than two (2) courses per semester/quarter.

22.31

In order for an employee to continue participation in this program, normal academic standards shall be maintained.

22.32

A record of completed courses may be placed in the employee's official personnel file.

22.33

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

The following fees shall be fully waived:

- Application Fee
- Health Services Fee
- Identification Card Fee
- Instructionally Related Activity Fee

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

- Student Body Association Fee
- Student Union Fee
- Health Facilities Fee

The State University Fee shall be waived for the units of courses taken in the CSU fee waiver program.

Employees taking courses in addition to the CSU fee waiver courses shall pay any difference between the amount waived and the full State University Fee.

Continuing Education - Unit 2

22.34

Continuing education training shall be required training of direct benefit to the campus.

22.35

An eligible employee may request approval to participate in continuing education activities in accordance with campus procedures.

22.36

The President may approve requests for participation in continuing education activities from eligible full-time employees for up to thirty-two (32) hours per calendar year. Employees working less than full-time shall be eligible for continuing education on a pro rata share. Such requests shall not be unreasonably denied. Any denial shall be within seven (7) days of the employee's written request. The above notwithstanding, the appropriate administrator may grant additional release time for continuing education activities at the request of the employee. Such requests shall be carefully considered.

22.37

In cases where a total of thirty-two (32) hours participation in required continuing education activities are not approved by the President in a calendar year, presidential approval may be granted in the calendar year immediately following, for a maximum of forty-eight (48) hours, less any time approved in the preceding year.

22.38

Approval for participation in continuing education programs and activities shall be based on the following considerations:

- a. staffing needs of the Student Health Center;
- b. reasonable expectation that the employee's work performance or value to the campus will be enhanced as a result of his/her participation in the course of study; and
- c. requirements for continuing education.

22.39

The request for approval to attend required continuing education activities shall be made at least fourteen (14) days prior to an employee's anticipated absence.

22.40

The President shall determine what costs, if any, shall be borne by the campus in connection with required continuing education activities. Time as provided in this Article spent in continuing education activities during

regularly scheduled work hours shall be counted as work time. Attendance at continuing education activities outside of regular work hours may be supported by the CSU at the discretion of the President.

## ARTICLE 23

### HEALTH AND SAFETY

23.1

The CSU recognizes the importance of procedures for the protection of health and safety of employees and shall endeavor to maintain such conditions conducive to the health and safety of the employees. In the event of earthquake, other natural disasters, or a state of emergency declared by a President, the CSU shall endeavor to take necessary health and safety measures as required. At an appropriate time, the CSU agrees to meet with the Union to review such measures taken during an earthquake or other natural disaster.

23.2

Safety equipment and protective safety clothing shall be provided and maintained, when it is deemed necessary by the President to maintain safe and healthful conditions. Such equipment and clothing shall include, but shall not be limited to, safety glasses, ear plugs or other ear coverings, lab coats, smocks, and steel-toed boots and other protective footwear.

23.3

An employee shall endeavor to maintain safe working conditions and shall adhere to CSU established safety rules, regulations, and practices.

23.4

An employee who observes or detects any safety hazard shall report it first to his/her immediate supervisor or appropriate administrator as soon as possible, and may report it to the Environmental Health and Safety Officer.

23.5

Recommendations and suggestions regarding safety presented by an employee or the Union shall be considered. When such recommendations and suggestions are submitted to the appropriate administrator and to the Environmental Health and Safety Officer in writing, the employee shall receive a response in writing giving the disposition of such a recommendation or suggestion.

23.6

When an employee in good faith believes that he/she is being required to work under unhealthy or unsafe conditions, he/she shall notify the appropriate administrator. The appropriate administrator shall investigate as soon as possible the alleged unhealthy or unsafe conditions 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 condition.

If the unhealthy or unsafe condition is an imminent hazard, as defined by CAL/OSHA, in which there is a reasonable certainty that a hazardous condition could be expected to cause death or serious physical harm, the appropriate administrator shall respond as soon as possible.

### 23.7

An employee may request a temporary reassignment when he/she believes in good faith that his/her present assignment presents a clear danger to his/her health and safety. The appropriate administrator shall promptly respond 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, the temporary reassignment shall continue until a remedy is implemented. If, after the remedy is implemented, the employee still believes the unsafe or unhealthy condition exists, he/she may contact the Environmental Health and Safety Officer. The Environmental Health and Safety Officer shall respond to the employee as soon as possible.

### 23.8

One campus employee from bargaining units 2, 5, 7, and 9 shall be designated by CSEA to represent the safety interests of employees in these bargaining units. The names of these individuals shall be provided in writing to the President. Such representation shall be by membership on the existing campus-wide safety committee. Such a representative may submit agenda items related to health and safety. Topics may include, but shall not be limited to, the use of video display terminals (VDTs) and other appropriate safety matters. This provision shall not preclude other bargaining unit employees from serving on the campus-wide safety committee when appointed by means other than those provided in this provision. Where there is no existing campus-wide safety committee, the designated unit representative(s) may meet with the Environmental Health and Safety Officer in order to address issues of health and safety affecting their units.

### 23.9

There shall be a campus Plant Operations Safety Committee which shall meet at regularly scheduled times during normal business hours. A reasonable number of employee representatives appointed by the Union shall serve as committee members. Committee members may place items related to health and safety on the agenda for such committee meetings. Recommendations and suggestions regarding safety as submitted in accordance with Provision 23.5 are appropriate as an agenda item for such committee meetings.

23.10

When available, upon the Union's written request, the Employer shall furnish campus disaster plans and the Material Safety Data Sheets on hazardous substances used by unit employees. Where available, other similar information, such as an Injury and Illness Prevention Program, shall be provided to the Union or an employee, upon written request and within the requirements of the law.

23.11

As deemed necessary by the President, the CSU shall provide safety training and instruction to minimize illness or injury to employees.

## ARTICLE 24

### LAYOFF

#### Determination

##### 24.1

On a campus when the Employer determines that a layoff is necessary because of a lack of work or lack of funds, the following procedures shall apply.

#### Union Notice

##### 24.2

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. The Union may submit a written request to the Office of the Chancellor to meet and confer with the Union on the bargaining unit impact.

#### Order of Layoff

##### 24.3

Layoff shall be within classifications determined by the President. For classifications with skill levels, layoff shall be within skill level determined by the President. Twelve (12) month, 11/12 month, 10/12 month and academic year positions with the same class title shall, for the purposes of layoff, be considered a single classification. The order of layoff shall be:

- a. first, temporary and probationary employees; and
- b. last, permanent employees.

Temporary and probationary employees in a classification shall be separated or laid off before permanent employees in the same classification. Non-reappointment of a temporary employee does not constitute a layoff. For classifications with skill levels, temporary and probationary employees shall be separated or laid off before permanent employees in the same skill level.

#### Temporary and Probationary Employees

##### 24.4

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

- a. merit and competency in relation to program need; and
- b. affirmative action needs of the campus.

#### Permanent Employees

24.5

The President shall establish the order of layoff for permanent employees in a classification in reverse order of seniority. For employees in classifications with skill levels, the President shall establish the order of layoff for permanent employees in a skill level in reverse order of seniority.

24.6

An employee who possesses documentable specialized skills that are needed for the program, not possessed by other employees in classification(s), or skill levels within classifications, undergoing layoff, may be excluded by the President from the layoff list.

#### Computation of Seniority Points for Permanent Employees

24.7

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, computed for and earned pursuant to the terms of this Agreement, shall be added. Seniority points for each campus shall be calculated by the campus and provided to the Union by the Office of the Chancellor two (2) times per year upon written request by the Union and when the CSU determines that a layoff is necessary.

24.8

Full-time permanent employees shall earn one (1) seniority point of service credit in a given class, or skill level within a class, for each qualifying month of employment. Part-time employees holding permanent status shall earn seniority points proportional to the timebase served.

24.9

For the purpose of computing permanent employee seniority credit, length of service includes continuous time served as a temporary, probationary or

permanent employee and is counted from the date of appointment to the current class held, or current skill level held within the classification, consistent with Provision 24.10 below, plus any service in all classes or skill levels of equal or higher rank on the campus, including time spent in non-CSEA classifications, which has not been interrupted by a permanent separation.

#### 24.10

Seniority credit is counted from the first calendar month of appointment to the current classification, or skill level within a classification held, or upon the return from leave without pay status (when such leave does not count for seniority credit pursuant to Provision 24.12), 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 or skill level within a classification held, or upon the return from leave without pay status (when such leave does not count for seniority credit pursuant to Provision 24.12), if the appointment or return date in the first calendar month is after the fifteenth (15th) calendar day in that month.

#### 24.11

Seniority credit upon separation from a classification, or from a skill level within a classification, or upon the commencement of leave without pay status (when such leave does not count for seniority credit pursuant to Provision 24.12), 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 from a skill level within a classification, or upon the commencement of leave without pay status (when such leave does not count for seniority credit pursuant to Provision 24.12), 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.

#### 24.12

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.

#### 24.13

For all permanent ten (10) month employees, one (1) point shall be credited for each month of the ten (10) months of employment. Those full-time, permanent employees participating in the 10/12, 11/12 or academic pay plan shall receive one (1) point of credited service for each of the twelve (12) months.

24.14

In no case shall a permanent employee earn more than twelve (12) seniority points per year.

24.15

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.

24.16

The term "class of equal rank" as used in this Article shall mean a class, or skill level within a class, which has a maximum salary of not more than one-half (1/2) step or approximately two and one-half percent (2 1/2%) above or below the maximum salary of the employee's current class, or skill level within a class.

24.17

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

#### Tie-Breaking in the Order of Layoff

24.18

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

24.19

The President shall break ties in establishing the layoff order of permanent employees by considering only the following factors:

- a. specialized skills and competencies of the employee;

- b. documented meritorious service by the employee; and
- c. affirmative action needs of the campus.

#### Employee Notice of Layoff

24.20

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

24.21

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

#### Employee Options in Lieu of Layoff

24.22

A permanent employee who has received a notice of layoff may exercise his/her right to elect transfer to any vacancy for which he/she is currently qualified. Such qualification 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 President may select the employee to be transferred on the basis of merit.

24.23

A permanent or probationary employee who has received a notice of layoff may elect to be transferred or demoted to any classification, or skill level within a classification, in which he/she has served as a permanent employee during the period preceding the layoff, provided there has been no break in service.

24.24

A permanent employee at the Chancellor's Office who has received a layoff notice shall have retreat rights to his/her former campus if he/she had gained permanency at that campus. Such retreat rights exist only if the employee's appointment at the Chancellor's Office was immediately after separation from the campus.

24.25

If an employee elects a demotion in lieu of layoff, his/her salary shall be red circled in accordance with the red circle rate provisions in Article 20, Salary.

24.26

In order to elect the options in Provisions 24.22 - 24.25 above, an employee must notify the campus Human Resources Office in writing of his/her election not later than thirty (30) days after receiving the notice of layoff.

24.27

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 24.22 - 24.25 above of this Article.

#### Reemployment Rights/Opportunities

24.28

The President shall enter the names of laid-off permanent employees on a reemployment list by class, or by skill level within a classification, in order of seniority. An employee's name shall remain on the reemployment list until he/she returns to a position in the same class, or skill level within a classification, held at the time of layoff and at the same timebase as previously held. In no case shall a name remain on the reemployment list for more than five (5) years.

24.29

Position vacancies in a class, or skill level within a classification, 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 this list. If an individual on the reemployment list declines two (2) such offers, he/she waives his/her reemployment rights. An individual on a reemployment list may request inactive status for up to one (1) year.

24.30

An employee reemployed under the conditions of this Article shall retain permanent status rights, service credit (subject to Public Employees' Retirement System (PERS) regulations), salary steps, sick leave, and seniority credits he/she held at the date of layoff.

24.31

The CSU shall provide a job clearinghouse to advise and inform employees in classifications, or skill levels within 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 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, his/her application shall be considered.

#### Voluntary Programs to Avoid Layoff

##### 24.32

At least sixty (60) days prior to the effective date of a layoff, the President shall make available voluntary programs to avoid layoff.

##### 24.33

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

- a. a voluntary reduced worktime program;

A voluntary reduced worktime program may reduce the time worked by an employee within the workweek or within the workyear. The 10/12 or 11/12 pay plan as provided for in this Agreement shall be considered a voluntary reduced worktime program. Prior to a layoff, the President shall extend the provisions of the 10/12 or 11/12 pay plan (Article 20, Salary, Provisions 20.12 through 20.22) to employees in classifications undergoing layoff and may extend the provisions of the 10/12 or 11/12 pay plan to employees in classifications not otherwise eligible.

- b. leaves of absence without pay in accordance with Article 16, Leaves of Absence Without Pay, of this Agreement.

##### 24.34

An employee who has been laid off and placed on the re-employment list may be eligible to participate in the fee waiver program as described in Provisions 22.25-22.33 of Article 22 for the duration of the time that the employee is on the re-employment list. In order to participate in the program, the employee shall have or shall initiate a career development/job related plan through the Human Resources Office and shall meet all applicable fee waiver requirements. This benefit is for the use of the laid off employee only and is not transferable. A benefit already transferred remains transferred until the end of the academic term.

## ARTICLE 25

### NON-DISCRIMINATION

#### 25.1

The CSU prohibits discrimination on the basis of race, religion, color, sex, sexual orientation, age, disability, Vietnam-era veteran status as defined in the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA), and other qualified veteran status, marital status, pregnancy, and/or national origin.

#### 25.2

Allegations by an employee that there has been a violation of campus policy on sexual harassment, discrimination or whistle blowing shall only be addressed under Article 8, Complaint Procedure or as specified below.

#### 25.3

When an employee alleges a violation, misapplication or misinterpretation of a CSU policy which prohibits sexual harassment and/or discrimination on the basis of race, religion, color, sex, sexual orientation, age, disability, Vietnam-era veteran status and other qualified veteran status, pregnancy, marital status and/or national origin, the employee may address his/her complaint to the Campus Affirmative Action Officer or other appropriate administrator specifically designated to review sexual harassment and/or discrimination complaints.

#### 25.4

This may be instead of the immediate non-bargaining unit supervisor, as provided in Provisions 8.5 and 8.6, and the appropriate administrator, as provided in Provisions 8.8 and 8.9, below, and shall be at the employee's option.

#### 25.5

Employees may present campus wide affirmative action issues to the existing Campus Affirmative Action Committee or, where there is no such committee, to the Affirmative Action Officer. Such issues shall be presented in writing to the Campus Affirmative Action Committee or the Affirmative Action Officer.

## **ARTICLE 26**

### **CRUISE EMPLOYEES**

26.1

This article applies only to employees filling positions designated as “cruise.”

26.2

This article supercedes all existing side letters of agreement between the parties pertaining to cruise employees.

26.3

For cruise employees at the California Maritime Academy, one year of service is equivalent to an academic year plus one cruise.

26.4

Employees serving in a cruise year appointment do not accrue vacation credits and are not eligible for paid vacation.

26.5

Employees who are in a cruise year appointment are entitled to all days designated in the campus academic calendar as academic holidays, or any other day designated by the Governor for a public fast or holiday. If the time base is less than full-time, this provision will be applied on a pro rata basis.

26.6

At the completion of a worked cruise, cruise employees earn forty (40) hours of CTO to be used during the following calendar year terms.

26.7

Any current employee with vacation and/or personal leave credits remaining from January 1993 may continue to schedule such leaves in accordance with Article 14. At the discretion of the appropriate administrator, all or a portion of unused personal leave credits may be cashed out at the employees salary rate at the time the personal leave payment is made. Upon termination from employment, the employee shall be paid for unused personal leave credits in the same manner as vacation.

Cash out of lump sum payments for personal leave credit shall not be considered as compensation for purposes of retirement.

Incidental Pay Premium

26.8

Cruise employees are to receive five dollars (\$5.00) per day incidental pay for each day worked on a California Maritime Academy Cruise.

Cruise Employee Reimbursement

26.9

If employees are required to obtain or renew their passport, the cost of doing so shall be reimbursed.

26.10

If the CMA requires Merchant Mariner's Document (Z card), the cost to obtain or renew the card shall be reimbursed by CMA.

## ARTICLE 27

### LABOR MANAGEMENT COMMITTEES

#### Campus Labor Management Committees

27.1

Each campus, at the discretion of the President, may establish a joint labor/management committee, which shall be composed of up to four (4) representatives each from labor and management employed at the campus. Both sides shall be equally represented and appointed by their respective parties.

27.2

If formed, this committee shall meet on an ad hoc basis, at times and dates mutually agreeable to the parties and surrounding a campus specific issue. The parties shall notify each other of the issues that they desire to discuss at least fifteen (15) days prior to a scheduled meeting date.

27.3

The committee's agenda shall be limited to discussing matters which the campus has the authority to resolve and is related to the interpretation and application at the campus of campus policy and/or the provisions of the Agreement between the parties.

27.4

Release time shall be provided to members of the LMC for the purpose of participating on the committee.

#### Systemwide Labor Management Committees

27.5

By mutual agreement, a systemwide joint labor management committee may be established and shall be composed of six (6) representatives each from labor and management.

27.6

The committee's agenda shall be limited to discussing mutually agreed upon topics.

27.7

Release time shall be provided to members of the LMC for the purpose of participating on the committee.

#### General Provisions

27.8

Committee recommendations, if any, will be advisory in nature.

#### Information Technology Labor Management Committee

27.9

Within ninety (90) days of ratification, the parties agree to continue the Information Technology Labor Management Committee (ITLMC) to assess and provide recommendations to their constituents on the recruitment and retention of IT employees including salaries, professional development and other IT staffing issues.

The ITLMC shall be composed of twelve (12) voting members, six (6) selected by the CSEA and six (6) selected by the CSU who shall have the authority to represent and act on behalf of their constituents.

- a. Two (2) co-chairs of the ITLMC shall be selected, one (1) from the voting members of each party.
- b. The ITLMC shall operate by consensus.

Release time shall be provided to members of the ITLMC for the purpose of participating on the committee.

## ARTICLE 28

### DURATION AND IMPLEMENTATION

28.1

Except as provided below, this Agreement shall become effective on July 1, 2002, provided that ratification is accomplished by both parties on or before July 17, 2002, at the Board of Trustees meeting and shall remain in effect up to and including June 30, 2005.

28.2

The provisions of Article 20, Salary, shall be implemented as indicated in that article.

28.3

Negotiations for a successor agreement shall commence when one of the parties delivers to the other its proposals in writing no earlier than January 1 and no later than February 1 immediately preceding the expiration date of this Agreement.

28.4

For fiscal years 2003-2004, 2004-2005, either party may reopen for the purpose of negotiations, subject to the public notice provisions of HEERA, Article 20, Salary, and/or Article 21, Benefits. The scope of bargaining shall be limited as provided in Provision 20.4 of the agreement. The party seeking to reopen either article referred to herein must deliver to the other party its proposals in writing no earlier than January 1 and no later than February 1 in the fiscal year in which negotiation of the article(s) is desired.

28.5

Any term of this Agreement which is deemed by the Employer to carry an economic cost shall not be implemented until the Employer determines that the amount required therefore has been appropriated and makes such amount available for expenditure for such purpose. If the Employer determines that less than the amount needed to implement this Agreement, or any provision herein, has been appropriated to implement this Agreement or any provision herein, the term(s) of this Agreement deemed by the CSU to carry economic cost shall automatically be subject to the meet and confer process.



## APPENDIX A

### INCLUDED CLASSIFICATIONS

#### Unit 2

<b>Class Code</b>	<b>Classification Title</b>
1140	Health Record Technician
7926	Clinical Laboratory Technologist II
7927	Clinical Laboratory Technologist I
7976	Speech Pathologist
7980	Physical Therapist I
7981	Physical Therapist II
7988	Radiation Protection Specialist
7991	Pharmacist – 10 month
7992	Pharmacist – 12 month
7995	Radiologic Technologist I
7996	Radiologic Technologist II
8005	Sanitarian II
8130	Nutritionist
8134	Licensed Vocational Nurse
8135	Clinical Aid I
8136	Clinical Aid II
8145	Health Education Assistant
8147	Health Educator
8150	Registered Nurse I – 10 month
8151	Registered Nurse I – 12 month
8153	Registered Nurse II – 10 month
8154	Registered Nurse II – 12 month
8156	Registered Nurse III – 10 month
8157	Registered Nurse III – 12 month
8165	Nurse Practitioner – 10 month
8166	Nurse Practitioner – 12 month

#### Unit 5

0104	Maintenance and Laborer Trainee
------	---------------------------------

0304	Cook I
0305	Cook II
0306	Cook I - Lead
0307	Cook II - Lead
0308	Food Service Worker I
0309	Food Service Worker II
0310	Food Service Worker I - Lead
0311	Food Service Worker II - Lead
0726	Lead Groundswoker
0731	Groundswoker
0733	Groundswoker Trainee
0735	Irrigation Specialist
0739	Pest Control and Spray Specialist
0743	Gardener
0745	Gardening Specialist
0746	Tree Trimmer I
0748	Tree Trimmer II
1508	Warehouse Worker
2010	Custodian
2013	Window Cleaner
2015	Lead Custodian
6223	Laborer
6363	Light Automotive Equipment Operator
6366	Heavy Equipment Operator/Bus Driver
6367	Heavy Construction Equipment Operator
6385	Farm Maintenance and Operations Worker

## **Unit 7**

0830	Desktop Publishing/Graphic Specialist – 12 month
0831	Desktop Publishing/Graphic Specialist – 11/12
0832	Desktop Publishing/Graphic Specialist – 10/12
1030	Administrative Support Assistant 10/12
1031	Administrative Support Assistant - 11/12
1032	Administrative Support Assistant - 12 month
1033	Administrative Support Coordinator - 10/12

1034	Administrative Support Coordinator 11/12
1035	Administrative Support Coordinator - 12 month
1099	Payroll Technician Trainee
1100	Payroll Technician I
1101	Payroll Technician II
1102	Payroll Technician III
1120	Clerical Trainee
1142	Medical Secretary
1144	Medical Transcriber
1408	Power Keyboard Operator Trainee
1409	Power Keyboard Operator
1416	Senior Data Entry Operator
1418	Data Entry Operator
1421	Data Entry Operator Trainee
1424	Micrographics Technician Trainee
1426	Micrographics Technician
1428	Supervising Micrographics Technician I
1430	Supervising Micrographics Technician II
1450	Duplicating Machine Operator I
1464	Duplicating Machine Supervisor I
1466	Duplicating Machine Operator II, Offset
1467	Duplicating Machine Operator II, Direct Impression
1471	Reproduction Processes Supervisor I
1472	Reproduction Processes Assistant
1502	Shipping & Receiving Assistant I
1504	Mail Services Supervisor I
1505	Mail Clerk
1506	Storekeeper I
1509	Stock Clerk
1549	Property Clerk II
1550	Property Clerk I
1553	Inventory Clerk
1628	Supervising Telephone Operator
1635	Telephone Operator

1727	Supervising Account Clerk I
1730	Accounting Technician
1733	Accounting Clerk
1740	Accounting Technician III
1741	Accounting Technician II
1757	Collections Representative Trainee
1758	Collections Representative I
1759	Collections Representative II
1927	Data Control Technician
1928	Senior Data Control Technician
2898	Book Repairer II
2899	Book Repairer I
2904	Library Assistant Trainee
2905	Library Assistant II
2906	Library Assistant I
2907	Library Assistant III
2908	Library Assistant IV
3022	Drafting Aid
3023	Drafting Technician I
3024	Drafting Technician II
4790	Buyer Trainee
4791	Buyer I
4792	Buyer II
4793	Buyer II - Lead
4794	Buyer III
4795	Buyer III - Lead
5210	Health Services Assistant
8800	Police Dispatcher – 12 month
8801	Police Dispatcher – 11/12
8802	Police Dispatcher – 10/12
8810	Parking Officer – 12 month
8811	Parking Officer – 11/12
8812	Parking Officer – 10/12
8820	Community Service Specialist – 12 month
8821	Community Service Specialist – 11/12

8822 Community Service Specialist – 10/12  
9687 Head Resident II  
9688 Head Resident I  
9692 Dormitory Supervisor

**Unit 9**

0300 CMA Staff Services Analyst  
0301 CMA Associate Personnel Analyst  
0302 CMA Student Affairs Officer I  
0303 CMA Student Affairs Officer II  
0400 Analyst/Programmer - 12 month  
0401 Analyst Programmer - 11/12  
0402 Analyst/Programmer - 10/12  
0410 Operating Systems Analyst - 12 month  
0411 Operating Systems Analyst - 11/12  
0412 Operating Systems Analyst - 10/12  
0420 Information Technology Consultant - 12 month  
0421 Information Technology Consultant - 11/12  
0422 Information Technology Consultant - 10/12  
0430 Network Analyst - 12 month  
0431 Network Analyst - 11/12  
0432 Network Analyst - 10/12  
0440 Equipment Systems Specialist -12 month  
0441 Equipment Systems Specialist - 11/12  
0442 Equipment Systems Specialist - 10/12  
0450 Operations Specialist - 12 month  
0451 Operations Specialist - 11/12  
0452 Operations Specialist - 10/12  
0627 Farm Supervisor I  
0638 Farm Laborer  
0648 Crop Technician I  
0651 Crop Technician II  
0663 Livestock Technician I  
0666 Livestock Technician II  
0670 Animal Health Technician

0687	Feed Mill Operator
0697	Poultry Technician
0703	Nursery Technician II
0706	Nursery Technician I
0800	Public Affairs/Communication Specialist – 12 month
0801	Public Affairs/Communication Specialist – 11/12
0802	Public Affairs/Communication Specialist – 10/12
0810	Media Production Specialist – 12 month
0811	Media Production Specialist – 11/12
0812	Media Production Specialist – 10/12
0820	Graphic Designer – 12 month
0821	Graphic Designer – 11/12
0822	Graphic Designer – 10/12
0840	Performing Arts Technician – 12 month
0841	Performing Arts Technician – 11/12
0842	Performing Arts Technician – 10/12
0850	Broadcast Engineer – 12 month
0851	Broadcast Engineer – 11/12
0852	Broadcast Engineer – 10/12
0860	Visual Resource Specialist – 12 month
0861	Visual Resource Specialist – 11/12
0862	Visual Resource Specialist – 10/12
1036	Administrative Analyst/Specialist - 10/12
1037	Administrative Analyst/Specialist - 11/12
1038	Administrative Analyst/Specialist - 12 month
1513	Athletic Equipment Attendant II
1514	Athletic Equipment Attendant I
1521	Technician Trainee
1577	Instructional Support Assistant I
1578	Instructional Support Assistant II
1579	Instructional Support Assistant III
1615	Instructional Support Technician I
1617	Instructional Support Technician II
1619	Instructional Support Technician III

1762	Accountant I
2572	Space and Facilities Utilization Officer
2866	Accompanist II
2867	Accompanist I
3801	Radiation Safety Officer
3810	Library Serials Editor
4555	Accountant II
5151	Personnel Assistant
5250	Special Assistant, EOP
5255	Administrative Trainee
5284	Associate Budget Analyst
5287	Assistant Budget Analyst
5330	Federal Programs Coordinator
5680	Research Technician III
5681	Research Technician II
5683	Research Technician I
5783	Associate, Academic and Institutional Studies II
5784	Associate, Academic and Institutional Studies I
5787	Associate, Academic and Institutional Studies III
6725	Senior Planner/Estimator/Scheduler
6726	Planner/Estimator/Scheduler
6950	Piano Technician I
6951	Piano Technician II
6960	Fish Hatchery Manager
6970	Diving Safety Officer
7000	Equipment Maintenance Assistant
7001	Equipment Technician I, Mechanical
7002	Equipment Technician I, Electro-Mechanical
7003	Equipment Technician I, Electronic
7004	Equipment Technician I, Specialized Equipment
7011	Equipment Technician II, Mechanical
7012	Equipment Technician II, Electro-Mechanical
7013	Equipment Technician II, Electronic
7014	Equipment Technician II, Specialized Equipment
7021	Equipment Technician III, Mechanical

7022	Equipment Technician III, Electro-Mechanical
7023	Equipment Technician III, Electronic
7024	Equipment Technician III, Specialized Equipment
7165	Interpreter/Transliterater I AY
7166	Interpreter/Transliterater II AY
7167	Lead Interpreter/Transliterater AY
7168	Lead Interpreter/Transliterater
7169	Interpreter/Transliterater II
7170	Interpreter/Transliterater I
7512	Glassblower
7879	Laboratory Assistant II
7888	Laboratory Assistant I
8830	Fire Apparatus Engineer – 12 month
8831	Fire Apparatus Engineer – 11/12
8832	Fire Apparatus Engineer – 10/12