TENTATIVE AGREEMENT

ARTICLE 2

DEFINITIONS

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

2.2 Anniversary Date – The term “anniversary date” as used in this Agreement refers to the pay period in which an employee will be eligible for a Service Salary Increase and is defined in provision 20.30.

2.3 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.

2.4 Bargaining Unit - The term "bargaining unit" as used in this Agreement refers to one or more of the bargaining units defined in Article 1, Recognition.

2.5 Bargaining Unit Employee – The term “bargaining unit employee” as used in this Agreement refers to an employee of the CSU who works in one of the classifications represented by CSUEU, pursuant to Article 1**.**

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

2.7 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.

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

2.x Classification Series – The term “classification series” as used in this Agreement, refers to a group of classifications which are sufficiently similar in the type of work performed to warrant similar classification titles, but sufficiently different in the level of responsibilities to warrant different pay levels.

2.9 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.

2.10 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 is required to work one (1) cruise a year.

2.11 CSUEU Administrator – The term “CSUEU Administrator” as used in this agreement refers to the position within CSUEU assigned overall responsibility for the CSU Employees Union.

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

2.13 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.

2.14 Emergency Employee – The term “emergency employee” as used in this Agreement refers to a temporary employee who is appointed under an emergency appointment. Emergency employees are not covered by the collective bargaining agreement unless their appointment exceeds ninety (90) days, in which case they are included in the bargaining unit on the ninety-first (91st) day of their appointment.

2.15 Employee - The term "employee" as used in this Agreement refers to a bargaining unit member who is a per diem, probationary, permanent, or temporary employee. Probationary, permanent, and temporary employees may be in a full-time or part-time status.

a. 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.

b. 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.

c. 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.

d. Intermittent Employee as used in this Agreement refers to a temporary bargaining unit employee (including a rehired annuitant) who is appointed

without a timebase to do bargaining unit work on as-needed hourly basis and who is paid only for hours worked. Intermittent employees shall not displace bargaining unit employees.

e. 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 21.37 (Part-time Employees Retirement Plan) and in accordance with CalPERS regulations. Per diem employees shall not displace bargaining unit employees. "Displacement" includes layoff and demotion.

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

2.17 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.

2.18 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, but is not a movement to a higher skill level.

2.19 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 employee which includes a broad range of responsibilities for providing work direction to individuals who may or may not be CSU employees.

2.20 Lead Workers - "Lead Workers" as used in this Agreement are responsible for duties that include, but are not limited to: giving work assignments to employees; providing on-the-job training for assigned duties; attempting to resolve workflow or procedural conflicts; providing input to the appropriate administrator on the employee's job performance. "Lead workers" are not responsible for administering discipline or responding to grievances.

2.21 Notice - The term "notice" or "notification" as used in this Agreement in Articles 1, 3, 4, 9, 17, 21, 24, and 29 refers to the process of providing formal and official written communication to CSUEU or the CSU. Unless otherwise expressly agreed upon, notice to both CSUEU and CSU shall be made to their respective headquarters.

2.22 Parties - The term "parties" as used in this Agreement refers to the California State University (CSU) and the California State University Employees Union (CSUEU).

2.23 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.

2.24 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.

2.25 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.

2.26 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), on a regular basis, in accordance with campus policy.

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

2.28 Union - The term "Union" as used in this Agreement refers to the California State University Employees Union (CSUEU) exclusive bargaining representative.

2.29 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.

2.30 Workday - The term "workday" as used in this Agreement refers to the hours an employee is scheduled for work on any one calendar day, or may consist of consecutive hours an employee is scheduled to work over two (2) consecutive calendar days when the scheduled hours cross midnight.

2.31 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.