

**Agreement Between
The Board of Trustees of
The California State University
and the
California State University
Employees Union (CSUEU)**

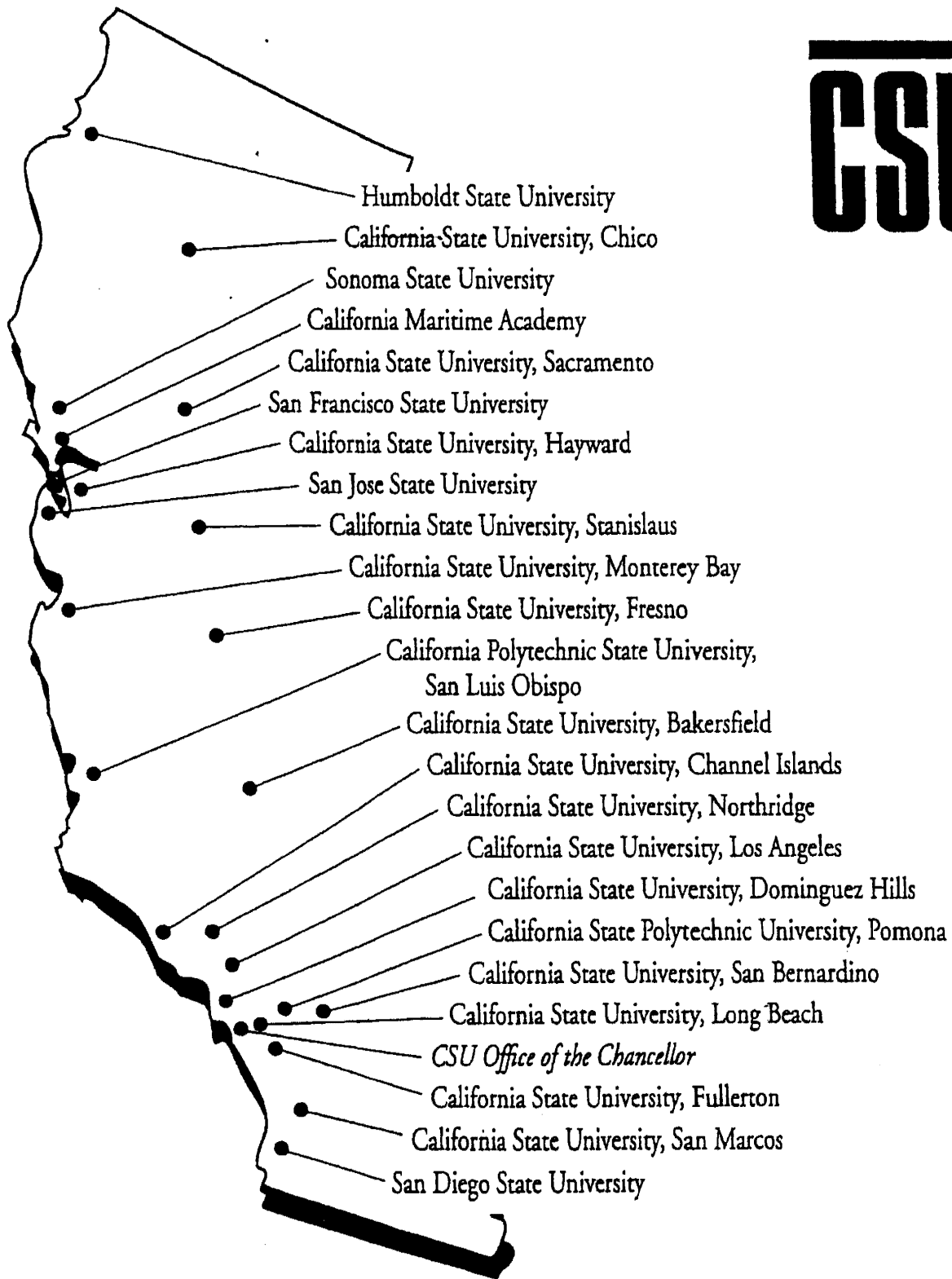
*SEIU Local 2579, AFL-CIO, CLC
(Affiliated with the California State Employees Association)*

- Unit 2 - Health Care Support
- Unit 5 - Operations Support
- Unit 7 - Clerical/Administrative Support
- Unit 9 - Technical Support

July 1, 2002 - June 30, 2006



Please note that this document contains the most up-to-date versions of all articles of the CSUEU contract with the CSU. Articles 25 and 28 were amended in 2004 bargaining and Articles 20 and 21 were amended in 2005 bargaining. All of the sideletters associated with our bargaining on the 2002-2005 contract and two salary/benefits reopeners are included, in chronological order. The salary schedule has been updated to reflect all of the recently negotiated changes, which were retroactive to July 1, 2005.



THE CALIFORNIA

STATE UNIVERSITY

TABLE OF CONTENTS

ARTICLE 1 ❖ RECOGNITION	1
ARTICLE 2 ❖ DEFINITIONS	1
ARTICLE 3 ❖ MANAGEMENT RIGHTS	4
Contracting Out	5
ARTICLE 4 ❖ EFFECT OF AGREEMENT	5
Savings Clause	6
ARTICLE 5 ❖ UNION RIGHTS	6
Use of Facilities	6
Campus Communication	6
Bulletin Boards	7
Union Business	7
Employee Lists	7
Release Time for Union Business	8
Union Leave	9
Union Security	9
ARTICLE 6 ❖ CONCERTED ACTIVITIES	10
ARTICLE 7 ❖ GRIEVANCE PROCEDURE	10
Definitions	10
Level I - Informal	11
Level II - Formal	12
Level III	12
Level IV	13
Level V - Arbitration	13
Mediation	15
General Provisions	16
ARTICLE 8 ❖ COMPLAINT PROCEDURE	18
Definitions	18
Level I - Informal	19
Level II - Formal	19
Level III	20
Level IV	20
General Provisions	21
ARTICLE 9 ❖ EMPLOYEE STATUS	23
Appointment	23
Probation/Permanency	24

Probationary Period/Credited Service	24
Service in Work Training or Work Relief Programs	25
Breaks in Service	25
Change in Position	25
Classification Change	26
In-Classification Progression	26
Classification or In-Classification Progression Review	27
Employee Requested Classification or In-Classification Progression Review	27
Classification and/or In-Classification Progression Appeal	27
Rejection During Probation	28
Permanent Status	29
ARTICLE 10 ❖ EMPLOYEE PERFORMANCE	30
ARTICLE 11 ❖ PERSONNEL FILE	31
Employee Access	31
Rebuttal	32
Request for Correction	32
ARTICLE 12 ❖ CORRECTIVE ACTION	32
Reprimands	32
Rebuttal to Reprimand	33
Removal of Reprimand from Personnel File	33
Temporary Suspension	33
Investigatory Interviews (Weingarten Rights)	34
ARTICLE 13 ❖ UNAUTHORIZED LEAVES OF ABSENCES	34
Automatic Resignation	34
Resignation	35
ARTICLE 14 ❖ VACATIONS AND HOLIDAYS	35
Vacations	35
Vacation Accrual	36
Vacation Credits	36
Vacation Requests	37
Lump Sum Payment	37
Holidays	37
Personal Holiday	38
Holiday Work Compensation	38
ARTICLE 15 ❖ LEAVES OF ABSENCE WITH PAY	39
Sick Leave	39
Catastrophic Leave Donation Program	39
Absences Chargeable to Sick Leave	41
Funeral Leave	42
Jury Duty	42

Leave to Vote	43
Absence as a Witness	43
Military Leave	44
Supplement to Industrial Disability Leave (IDL)	44
Maternity/Paternity/Adoption Leave	44
ARTICLE 16 ❖ LEAVES OF ABSENCE WITHOUT PAY	44
Family Care and Medical Leave	45
ARTICLE 17 ❖ ASSIGNMENT/REASSIGNMENT	47
Assignment	48
Outside Employment	49
ARTICLE 18 ❖ HOURS OF WORK	49
Work Schedules	49
9/80 Work Schedule	50
Employee Request for Work Schedule Change and/or Flexible Work Hours	50
Meal Periods	51
Rest Periods	51
Clean-up Time - Units 2 and 9	51
Clean-up Time - Unit 5	51
Clean-up Time - Unit 7	52
Telecommuting	52
ARTICLE 19 ❖ OVERTIME	52
Overtime Compensation	52
Compensatory Time Off (CTO)	53
Extended Work Hour Meal Allowance	53
Call-Back	54
On-Call Time	54
ARTICLE 20 ❖ SALARY	54
General Salary Increase	55
Market Salary Adjustment	55
Shift Differential	55
Pay Plans	55
Service Salary Increase	57
Eligibility Rules and Service Requirements	57
Merit Salary Increase	58
Bonus Plans	60
In-Range Progression	61
Salaries for Classifications with Skill Levels and Sub-ranges	62
Salary Stipends	62
Red Circle Rates	62
Emergency Pay	63
Underpayment of Wages	64
Information Reports	64

ARTICLE 21 ❖ BENEFITS	64
Eligibility	64
Health, Dental and Vision Benefits for Domestic Partners of CSU Benefit Eligible Employees	65
Health	65
Dental	65
Vision Care	65
Health Care Reimbursement Account	65
Life, Accidental Death and Dismemberment Insurance	66
Rural Health Care Stipend-Fiscal Year 2005-2006	66
Non-Industrial Disability Insurance	66
403 (b) Plan	66
Information Regarding Benefits	66
Travel Reimbursement	66
Parking	67
Uniform Reimbursement	67
Employee Assistance Programs	67
Dependent Care Reimbursement	68
Retirement	68
Enhanced 1959 Survivors Benefit	68
Dependent Care	68
Health Premium Conversion Program (TAPP)	69
FlexCash Plan	69
Part-Time Employees Retirement Plan	69
Golden Handshake	69
Public Transportation Incentives	70
 ARTICLE 22❖ PROFESSIONAL DEVELOPMENT	 71
General Training and Development	71
Training Opportunities	71
Training Proposals	72
Employee Development	72
In-Classification/In-Range Progression	74
Fee Waiver	74
Continuing Education - Unit 2	75
 ARTICLE 23 ❖ HEALTH AND SAFETY	 76
 ARTICLE 24 ❖ LAYOFF	 78
Determination	78
Union Notice	78
Order of Layoff	78
Temporary and Probationary Employees	79
Permanent Employees	79
Computation of Seniority Points for Permanent Employees	79

Tie-Breaking in the Order of Layoff	80
Employee Notice of Layoff	81
Employee Options in Lieu of Layoff	81
Reemployment Rights/Opportunities	82
Voluntary Programs to Avoid Layoff	82
ARTICLE 25 ❖ NON-DISCRIMINATION	83
Non-discrimination	83
Whistleblowing	83
ARTICLE 26 ❖ CRUISE EMPLOYEES	83
Incidental Pay Premium	84
Cruise Employee Reimbursement	84
ARTICLE 27 ❖ LABOR MANAGEMENT COMMITTEES	84
Campus Labor Management Committees	84
Systemwide Labor Management Committees	85
General Provisions	85
Information Technology Labor Management Committee	85
ARTICLE 28 ❖ DURATION AND IMPLEMENTATION	86
APPENDIX A ❖ INCLUDED CLASSIFICATIONS	87
Unit 2	87
Unit 5	87
Unit 7	88
Unit 9	90
APPENDIX B ❖ LIST OF PER DIEM EMPLOYEES	93
APPENDIX C ❖ OVERTIME/SHIFT DIFFERENTIAL	94
Definitions	94
Shift Differential	95
Overtime	99
APPENDIX D ❖ SUPERSESSION	102
APPENDIX E ❖ CSU SALARY SCHEDULE	103
Bargaining Unit 2	103
Bargaining Unit 5	105
Bargaining Unit 7	107
Bargaining Unit 9	112

❖ SIDELETTERS ❖	119
Custodial and Laborer Classification Review (6-28-2001)	119
Custodial Labor-Management Committee (6-28-2001)	120
Salary Range Adjustments for Trainee Classes (6-21-2002)	121
Rejection During Probation Complaint Process (6-5-2003)	122
Maternity/Paternity/Adoption Leave (8-9-2004)	124
Labor Management Committee: Transportation Benefit Programs, Amount of MSI Awards, and Tax Implications of Benefit Program ((8-9-2004)	125
5.11(d) Release Time (8-9-2004)	126
Part-Time Employee Retirement Program (3-24-2005)	127
2005-2006 Market Equity Increase (9-21-2005)	129
In-Range Progression (9-21-2005)	132
Enhanced 1959 Survivor Benefit (9-21-2005)	133
Bonus in Lieu of Shift Differential (9-21-2005)	134
Salary Range - Lead Custodian (10-27-2005)	135
 INDEX OF CONTENTS	 136
 SIGNATURE PAGE	 146

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 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).
- 2.23 Trustees - The term "Trustees" as used in this Agreement refers to the Board of Trustees of the CSU.
- 2.24 Union - The term "Union" as used in this Agreement refers to the California State Employees' Association (CSEA) exclusive bargaining representative.
- 2.25 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.
- 2.26 Workday - The term "workday" as used in this Agreement refers to the hours an employee is scheduled for work on any one calendar day.
- 2.27 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.

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 preemptorily 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.

Mediation

- 7.28 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.

Service in Work Training or Work Relief Programs

- 9.16 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.

Breaks in Service

- 9.17 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 Workers' Compensation (WC), Industrial Disability Leave (IDL), Non-Industrial Disability Insurance (NDI), formal leave without pay (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.

<u>Service Requirements</u>	<u>Vacation Credit Per Monthly Pay Period</u>		
	<u>Days</u>	<u>Hours</u> (Hourly Equivalent of Days)	<u>Days</u> (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 taken consecutively, unless mutually-agreed otherwise by the employee and the appropriate administrator. Maternity, paternity, adoption leave is normally taken in daily increments (added 2004/05 reopener). 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

- 18.4 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.

- 18.5 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.

- 18.6 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

- 18.7 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.

- 18.8 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.
- 18.9 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.
- 18.10 The appropriate administrator shall respond in writing to the employee regarding approval or denial of such request.

Meal Periods

- 18.11 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 18.12.
- 18.12 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

- 18.13 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

- 18.14 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

- 18.15 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

- 18.16 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

- 18.17 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.

- 18.18 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 20.38) 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 9.17 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 and a Service Salary Increase (SSI) maximum rate.

- 20.3 Employee compensation programs, including the General Salary Increase (GSI), the Merit Salary Increase (MSI), the Service Salary Increase (SSI) 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.

General Salary Increase

- 20.4 For fiscal year 2005-2006, all salary ranges for all bargaining unit classifications and the individual salary rates of all employees in the bargaining unit shall be increased by two and seventy-five thousandths percent (2.075%), effective July 1, 2005.

Market Salary Adjustment

- 20.5 For fiscal year 2005-2006, there shall be a Market Salary Adjustment to individual salary rates in the amount indicated in the Side Letter of Agreement, to be effective January 1, 2006.

Shift Differential

- 20.6 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.
- 20.7 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.
- 20.8 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 20.7. Such hours shall be exclusive of overtime.
- 20.9 All non-exempt employees who are regularly assigned to a shift as defined in provisions 20.6, 20.7 and 20.8 are eligible to receive a shift differential.

Pay Plans

- 20.10 Probationary, permanent, and temporary employees with an appointment in twelve (12)-month increments 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. Employees shall have the ability to request participation in the 10/12 or 11/12 pay plan for a period of twelve consecutive (12) months, with a right to return to the 12/12 pay plan, if specified in that request to participate. Employees can request to renew an appointment to the 10/12 pay plan or 11/12 pay plan on an annual basis. Final approval by the President is required prior to employee participation in the 10/12 or 11/12 pay plan.
- 20.11 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.

- 20.12 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.
- 20.13 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.
- 20.14 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. When the employee's request to return to a twelve (12) month annual work year is approved, the employee shall be returned to the twelve (12) month annual work year within three (3) months of the approval. When the University determines the employee should be returned to a twelve (12) month annual work year, the employee shall be provided written notice three (3) months prior to such a return.
- 20.15 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.
- 20.16 An employee moving from a twelve (12) month status to the 10/12 or 11/12 pay plan shall retain his/her anniversary date.
- 20.17 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.
- 20.18 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.
- 20.19 Approval or denial by the President of employee requests pursuant to provisions 20.10, and 20.14 shall be based on operational need and shall not be unreasonably denied. This provision shall not be subject to the Grievance Procedure.

- 20.20 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.
- 20.21 Employees in classifications listed in Appendix A as 10-month employees may request conversion to the 10/12 Pay Plan.

Service Salary Increase

- 20.22 A Service Salary Increase (SSI) refers to upward movement within a salary range or sub-range. Such adjustments shall be determined by the CSUEU and CSU during negotiations annually. For fiscal year 2005/06, there shall be a two percent (2%) SSI.
- 20.23 Active and on-leave employees who are at or above the SSI maximum as of June 30, 2005, and who would qualify for an SSI if they were not at or above the SSI maximum, shall receive a one-time bonus in the amount of four hundred dollars (\$400), to be paid within ninety (90) days of ratification of this Agreement by both parties. Employees must be active or on-leave at the time the payment is generated.
- 20.24 No SSIs will be granted above, nor shall the granting of an SSI result in a salary rate above, the SSI maximum rates of pay for all bargaining unit salary ranges or sub-ranges on the salary schedule in Appendix E.
- 20.25 Upon the determination by the appropriate administrator that an active or an on-leave employee has performed in a satisfactory manner in carrying out the duties of his/her position and is below the SSI maximum of the employee's salary range, the employee shall receive an SSI. Such a determination shall be after consideration of material in the employee's Personnel File.

Eligibility Rules and Service Requirements

- 20.26 a. For probationary, permanent and temporary employees whose salaries are below the SSI maximum, the initial Anniversary Date shall be established upon hire, pursuant to provision 20.26 (e).
- b. The Anniversary Date for temporary employees is reset when there is a break in service of ninety (90) days or greater. The Anniversary Dates will be adjusted for non-qualifying pay periods for breaks in service less than ninety (90) days.
- c. Per diem employees are not eligible for SSIs.
- d. For probationary, permanent and temporary employees, a qualifying month of service is defined as eleven (11) days on pay status in a pay period, irrespective of timebase.
- e. A year of qualifying service means twelve (12) pay periods and ten (10) months of qualifying service for a 10/12 employee; ten (10) pay periods and ten (10) consecutive months of qualifying service for a 10-month employee; twelve (12) pay periods and eleven (11) months of qualifying service for an 11/12 employee; twelve

(12) pay periods and twelve (12) consecutive months of qualifying monthly service for a twelve (12) month employee; and the completion of one (1) full academic year of qualifying service for Academic Year employees. Qualifying service for an intermittent employee is 1920 hours of paid employment within the preceding three (3) year period.

- f. Anniversary dates are adjusted for non-qualifying pay periods such as those due to unpaid leaves of absence, including NDI, and, for temporary appointments, periods between appointments, period between appointments when not on the active payroll.
 - g. Anniversary dates must be reset when the employee is moved to a higher skill level or classification that resulted in at least a five percent (5%) increase.
- 20.27 Upon written authorization of the appropriate administrator, an employee who is eligible may receive an SSI effective on the first of the monthly pay period of their initial Anniversary Date and thereafter upon the completion of the required qualifying service after (a) initial appointment, (b) last SSI, or (c) movement between classes or skill levels that resulted in a salary increase of 5% or more.
- 20.28 In a fiscal year for which an SSI is specifically negotiated, eligible employees authorized to receive an SSI will receive the negotiated percentage salary increase or an increase up to the SSI maximum of his/her salary range or sub-range, whichever is less, on the date he/she becomes eligible. In no event shall an employee's salary exceed the SSI maximum of his/her salary range or sub-range as the result of an SSI.
- 20.29 An employee shall receive written notice of the denial of an SSI, as soon as is practicable after the denial decision.
- 20.30 Upon request of an employee denied an SSI, a meeting shall be arranged within seven (7) days with an appropriate administrator for the purpose of reviewing such denial. The employee may be represented at this meeting by the CSUEU. At this meeting, the appropriate administrator may establish with the employee conditions upon which the SSI shall be authorized within the year, and the date of review to determine whether such conditions were met.
- 20.31 The appropriate administrator may at any time reverse the denial of an SSI. Such a reversal may be effective retroactively or effective for a part of the year.

Merit Salary Increase

- 20.32 a. A Merit Salary Increase (MSI) is movement within a salary range, or one-time bonus per provision 20.32(e), 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 employee's 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, and/or a one-time bonus per provision 20.32(e). 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 and/or bonus shall be determined by the President, the President's designee or other appropriate administrator. All CSUEU- 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 employee's base salary, except for those employees at the top of the salary range as described in provision 20.32(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 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 earnings 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 20.33. For fiscal year 2005-06, there shall be no Merit Salary Increase.
- g. Funds shall be proportionally allocated to individual campuses based upon the salary base of CSUEU-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.
- h. Funds allocated to the MSI program on a campus shall be distributed on a pro-rata basis, by CSUEU bargaining unit, so that each unit receives the same pool of funds when measured by a percentage of salary increase.
- i. 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.

- j. The terms of Provision 20.32 shall not be subject to 2005/2006 reopener bargaining, with the exception of the provision in subsection (d) dealing with the MSI amount given to employees with the same overall performance rating.

20.33 For fiscal years 2003–2004, 2004–2005 and 2005-2006, the amount of funds dedicated to the MSI program pursuant to provision 20.32 above shall be zero percent (0%), and 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.

Bonus Plans

20.34 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, or is in short supply in the labor market, and/or 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. Prior to issuing an award under this provision, the performance criteria must be written and made known to employees 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.

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

In-Range Progression

- 20.36 a. 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%).
- b. 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, such as employee performance.
- c. 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. Effective July 1, 2005, individual employees shall not make requests for an In-Range Progression.
- d. In-range progression review of employee requests shall be completed within ninety (90) days after the request is received in Human Resources. Effective July 1, 2005, individual employees shall not make requests for an In-Range Progression, and this provision shall be deleted.
- e. 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.
- f. Funds for in-range progression may come from campus funds, and/or total settlement costs resulting from bargaining between the parties on salary matters beginning in fiscal year 2005/06.
- g. Except as provided in provision 20.36 (f) above regarding the bargaining of system wide funding of in-range progression increases, the terms of Provision 20.36 shall not be subject to 2005/2006 reopener bargaining.

Salaries for Classifications with Skill Levels and Sub-ranges

- 20.37 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

- 20.38 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.
- 20.39 At the decision of the campus president or designee, an employee may receive a monthly salary stipend when (1) assigned, for a limited period of time, additional work or special projects over and above their regularly assigned duties or (2) required to maintain contact with their campus outside of their normal working hours on a regular basis. Remote contact shall include telephone, pager, cell phone, wireless data access device, remote monitoring of any hardware or software device, and/or e-mail notification regarding the status of a campus system.
- 20.40 The following provisions shall apply to the awarding of a stipend under provisions 20.38 and 20.39 above:
- 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 assignments specified in provisions 20.38 and 20.39 above shall be final and shall not be subject to Article 7, Grievance Procedure.

Red Circle Rates

- 20.41 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.

- 20.42 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.
- 20.43 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.
- 20.44 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.
- 20.45 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.
- 20.46 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.
- 20.47 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 two (2) bona fide offers of appointment to a position at the campus in a class or skill level in the same occupational group, at the same time base and at a salary level equivalent to the original class or skill level from which the employee was moved.

Emergency Pay

- 20.48 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 or remain at work shall receive emergency pay of an additional one-half ($\frac{1}{2}$) 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).

An exempt employee who is required to work on a day or days declared as a state of emergency at a campus, who would otherwise have been able to use administrative leave, shall receive informal time off as agreed upon by the employee and the appropriate administrator.

Underpayment of Wages

- 20.49 In the event an employee believes that he/she has been underpaid, the employee shall notify his/her appropriate administrator, in writing, as soon as possible after the underpayment occurs. The memorandum should contain the following information, if known: the affected payroll period, the amount of the underpayment and the reason for the underpayment. The appropriate administrator shall review the facts and provide a written recommendation along with the affected employee's memorandum to the payroll supervisor within ten (10) work days of receipt of the written request. If the appropriate administrator and the payroll supervisor agree that an underpayment has occurred, they shall immediately notify the affected employee and issue a check for the full amount of the underpayment as soon as practicable, but no later than thirty (30) days after the employee submitted the memorandum to the immediate supervisor. In any event, whether or not an underpayment is found, the employee shall be notified within fifteen (15) work days of the decision..

Information Reports

- 20.50 The name, classification and campus of each recipient of an increase, effective July 1, 2005 (to include the GSI described in provision 20.4 and the market salary adjustment described in provision 20.5, if applicable, MSI (described in provision 20.32, and SSI (described in provisions 20.22 through 20.31) together with the salary as of June 30th and the dollar amount of each increase awarded each recipient, shall be reported annually to the CSUEU systemwide office no later than 90 days following the implementation of such increases. The reports shall identify the increases by category: GSI, MSI, and SSI.

ARTICLE 21 ✦ BENEFITS

Eligibility

- 21.1 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 health, dental, vision care and life and accidental death and dismemberment 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.
- 21.2 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.

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

- 21.3 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, or any successor(s) or substitute provision(s) of these code sections of benefit eligible employees in CSUEU-represented bargaining units. The parties further agree that the registration of domestic partners of CSUEU-represented benefit eligible employees, and all other procedures and conditions required to receive health benefits, as currently set forth in CalPERS 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 CalPERS regulations as set forth in CalPERS Circular Letter 600-18. If said CalPERS 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 CSUEU-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.

Health

- 21.4 Eligible employees and eligible family members as defined by CalPERS shall continue to receive health benefits offered through the CalPERS system for the life of this Agreement. Payment for those benefits shall be based on rates established by CalPERS for participating members. The Employer contribution shall be based on the current formula as provided in Government Code Section 22871, or any successor(s) or substitute provision(s) of that code section for fiscal year 2005-2006.

Dental

- 21.5 For fiscal year 2005-2006, 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 21.1 through 21.2. The CSU Enhanced Level II Indemnity Dental Plan shall be offered to eligible employees and eligible family members. For fiscal year 2005-2006, the Employer's contribution to such plans shall equal one hundred percent (100%) of the basic monthly premium.

Vision Care

- 21.6 For fiscal year 2005-2006, eligible employees and eligible family members as defined in Provisions 21.1 through 21.2 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 year 2005-2006, the CSU hereby agrees the Employer's contribution shall equal one hundred percent (100%) of the basic monthly premium.

Health Care Reimbursement Account

- 21.7 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.

Life, Accidental Death and Dismemberment Insurance

21.8 The CSU shall provide eligible employees with a life insurance and accidental death and dismemberment insurance policy at no cost to the employee. This program shall provide life and accidental death and dismemberment insurance during the term of employment in the amount of ten thousand dollars (\$10,000), each for both types of coverage..

Rural Health Care Stipend-Fiscal Year 2005-2006

21.9 CSUEU-represented employees who meet all of the following requirements during the January 2006 pay period shall be paid a rural health care stipend during fiscal year 2005/06:

- a. The employee must be eligible and enrolled for CalPERS health insurance benefits and reside in a zip code contained in the list of "California's Proposed Eligible Rural Subsidy Zip Codes by County effective January 1, 2006"; and
- b. The employee must be enrolled in a non-HMO health plan.

The amount of the stipend shall be \$500 for each eligible employee. Payment of the 2005/06 stipend shall be made prior to April 1, 2006. The funds (\$268,000) used to provide this benefit are available for future Rural Health Stipends or other benefits that CSUEU negotiates in future years.

Non-Industrial Disability Insurance

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

403 (b) Plan

21.11 All employees in CSUEU-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

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

Travel Reimbursement

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

Parking

- 21.14 Employees wishing to park at any CSU facility shall pay the parking fee in accordance with CSU campus policy. The CSU shall provide payroll deductions for this purpose. There shall be no parking fee increases for CSUEU-represented employees on any campus during fiscal year 2005-2006. Thereafter, any increases in parking fees are subject to a reopener.
- 21.15 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

- 21.16 Employees in classification codes 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.
- 21.17 All employees in Class Codes 8800-8802 (Police 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 fifty dollars (\$250) per calendar year, subject to CSU accountable plan regulations.
- 21.18 Uniform reimbursements shall be excluded from the Public Employees' Retirement Plan's definition of compensation.
- 21.19 All deductions from the lump-sum payment for uniform reimbursement shall be in accordance with state and federal law.
- 21.20 Employees may submit reimbursement claims up to the annual maximum as stated in 21.16 and 21.17 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 21.16 and 21.17 above on the replacement and maintenance of uniforms in a calendar year.
- 21.21 When the CSU provides a uniform to an employee, the employee is required to wear that uniform. The CSU will provide a reasonable number of uniforms and will replace them as necessary and as determined by the appropriate administrator.

Employee Assistance Programs

- 21.22 The CSU shall continue the existing Employee Assistance Program (EAP), or an equivalent program, at each campus. Records pertaining to an employee's participation in the Employee Assistance Program shall remain confidential.

Upon approval by the President, an employee utilizing the EAP 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

- 21.23 All bargaining unit employees, except intermittent 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

- 21.24 Pursuant to Government Code Section 20396, or any successor(s) or substitute provision(s) of that code section, eligible employee Fire Apparatus Engineers shall be included in the "State Peace Officer/Firefighter Member" membership category under CalPERS. Pursuant to Government Code Section 20380, or any successor(s) or substitute provision(s) of that code section, all other eligible employees are designated as state miscellaneous members under CalPERS.

Enhanced 1959 Survivors Benefit

- 21.25 Employees who are eligible pursuant to the California Public Employees' Retirement Law shall receive the improved 1959 Survivors Benefit as provided for in Government Code Section 21574.7, or any successor(s) or substitute provision(s) of that code section. Bargaining unit employees shall pay a premium of two dollars (\$2.00) per month for this benefit. In accordance with Government Code section 21581, or any successor(s) or substitute provision(s) of that code section, the University and the eligible employee shall split all costs above \$4 per month. Should Government Code section 21582 be amended to allow supersession of Government Code section 21581 by the collective bargaining agreement, the University agrees that all monthly premiums in excess of the employee \$2.00 monthly contribution shall be paid by the CSU.

Dependent Care

- 21.26 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)

21.27 All eligible employees who contribute toward health benefits pursuant to Provision 21.4 shall be entitled to participate in the CSU Health Premium Conversion Program. The terms of this program shall be determined by the CSU. All administrative costs for participation shall be paid by the participating employees.

FlexCash Plan

21.28 Eligible employees 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

21.29 Part-time, seasonal, temporary and intermittent employees who do not otherwise participate in the California Public Employees Retirement System will be included in the Part-Time, Seasonal and Temporary (PST) Retirement Program administered by the Department of Personnel Administration's Saving Plus Program, a FICA-Safe Harbor Plan, in accordance with the regulations under section 3121(b)(7)(f) of the Internal Revenue Code, or any successor(s) or substitute provision(s) of that code section. 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 CSUEU 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 CSUEU shall receive appropriate advance notice and the parties will meet and confer over the impact of such termination or revision.

Golden Handshake

21.30 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 CSUEU-represented employees, the University agrees to notify the Union and, upon written request from the Union, to meet and confer regarding said availability.

Public Transportation Incentives

21.31 Campuses will encourage the use of alternative transportation as appropriate to the campus' geographical region and as needed to comply with state and federal air quality rules and regulations. At the discretion of the President, subject to the State Controller's Office (SCO) procedures and IRS regulations, the CSU may establish, maintain or cease transportation benefit programs. Campus programs that encourage the use of alternative transportation may include, but are not limited to:

- a. free or discounted mass transit passes;
- b. van pools, which may or may not be subsidized;
- c. ride share points;
- d. commuter tax benefit programs;
- e. parking permits for bike riders in inclement weather; and/or
- f. shared car programs on campus

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 20.10 through 20.21) 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

Non-discrimination

- 25.1 The CSU prohibits discrimination on the basis of race, religion, ancestry, color, sex, sexual orientation, age, physical disability, mental disability, veteran status, marital status, pregnancy, medical condition and/or national origin. "Veteran status," as used herein, refers to the categories protected under the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA), which currently includes Vietnam-era veterans, qualified special disabled veterans, and veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge was authorized. It is recognized these categories of protected veterans may expand or contract in the future consistent with changes in the VEVRAA. "Disability" and "medical condition," as used herein, are consistent with the definitions provided in the Americans with Disabilities Act and the Fair Employment and Housing Act.
- 25.2 An employee, who alleges discrimination in violation of a CSU systemwide non-discrimination or anti-harassment policy, shall file his/her complaint under the procedure described in Executive Order 675, or in any superseding executive order, if applicable. An employee may, at any time, file a complaint regarding the same incident with the Equal Employment Opportunity Commission and/or the Department of Fair Employment and Housing.

Whistleblowing

- 25.3 An employee, who wishes to file a disclosure of an improper governmental activity and/or a significant health or safety threat, shall file his/her complaint under the procedure described in Executive Order 821, or in any superseding executive order, if applicable.
- 25.4 An employee, who alleges that he/she suffered retaliation for making a protected disclosure of an improper governmental activity and/or a significant health or safety threat, shall file his/her complaint under the procedure described in Executive Order 822, or in any superseding executive order, if applicable.

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 CSEA and CSU agree to extend the provisions of the July 1, 2002 - June 30, 2005, Agreement through June 30, 2006.
- 28.3 The provisions of Article 20, Salary, shall be implemented as indicated in that article.
- 28.4 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.
- 28.5 For fiscal year 2005-2006, 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. Regarding Article 20, Salary, the scope of bargaining shall not include any changes to the Service Salary Increase (SSI), In-Range Progression (IRP), or Merit Salary Increase (MSI) programs, except that there may be bargaining regarding the MSI amount given to employees with the same overall performance rating. 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.

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.

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.

The terms of Article 28, Section 28.6, do not apply during fiscal years 2003/2004, 2004/2005 and 2005/2006, except where the parties have agreed in provision 20.5 of the Agreement that the implementation is subject to the final CSU budget.

APPENDIX A ❖ INCLUDED CLASSIFICATIONS

Unit 2

Class	
Code	Classification Title
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

Class	
Code	Classification Title
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

Unit 5
(continued)

Class

Code Classification Title

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
385 Farm Maintenance and Operations Worker

Unit 7

Class

Code Classification Title

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

Unit 7
(continued)

Class	
Code	Classification Title
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

Unit 7
(continued)

Class

Code Classification Title

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

Class

Code Classification Title

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

Unit 9
(continued)

Class

Code Classification Title

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

Unit 9
(continued)

Class	
Code	Classification Title
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/Transliterator I AY
7166	Interpreter/Transliterator II AY
7167	Lead Interpreter/Transliterator AY
7168	Lead Interpreter/Transliterator
7169	Interpreter/Transliterator II
7170	Interpreter/Transliterator 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

APPENDIX B ❖ LIST OF PER DIEM EMPLOYEES

(See Article 2, Provision 2.12(f). for the definition of per diem employees)

Bargaining Unit 2

7926 Clinical Laboratory Technician II
7927 Clinical Laboratory Technician I
7976 Speech Pathologist
7991 Pharmacist - 10 month
7992 Pharmacist - 12 month
7995 Radiological Technologist I
7996 Radiological Technologist II
8130 Nutritionist
8134 Licensed Vocational Nurse
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

Bargaining Unit 9

7169 Interpreter/Transliterater II
7170 Interpreter/Transliterater I

APPENDIX C ❖ OVERTIME/SHIFT DIFFERENTIAL

Definitions:

- I. Employees will be classified as either exempt or non-exempt, based on the duties and responsibilities of the positions.
 - A. Exempt employees are salaried employees who meet one of the exemptions (administrative, executive, professional or agricultural) from the overtime provisions of the Fair Labor Standards Act (FLSA). Exempt employees, unless they are classified as exempt under the agricultural exemption or are firefighters, do not earn overtime, either as cash or compensatory time off (CTO).
 - B. Employees in exempt classifications may be appointed to 12-month, 10-month, 10/12, 11/12, or academic year assignments.
 - C. Exceptions:

Employees in the following exempt classifications have a workweek which consists of an average of 72 hours per week, including work time, standby time, and on-call time. Hours in excess of 312 in a month are compensated at time and one-half and are compensable in cash or CTO.

8830 Fire Apparatus Engineer – 12 month
8831 Fire Apparatus Engineer – 11/12
8832 Fire Apparatus Engineer – 10/12

Employees in the following exempt classifications meet the definition of exempt under the agricultural exemption of the FLSA and may earn CTO at the rate of time and one-half the hourly rate. Employees in these classifications, having earned more than 120 hours at the end of the calendar year, must be paid in cash by February 1 of the following year.

0638 Farm Laborer
0648 Crop Technician I
0651 Crop Technician II
0663 Livestock Technician I
0666 Livestock Technician II
0687 Feed Mill Operator
6385 Farm Maintenance and Operations Worker

- II. Non-exempt employees are salaried employees who do not meet any of the exemptions from the overtime provisions of the FLSA. Employees in non-exempt classifications may be appointed to 12-month, 10-month, 10/12, 11/12, or academic year assignments. The full-time workweek for non-exempt classifications is a workweek of forty (40) hours within seven (7) consecutive 24-hour days or 168 consecutive hours.
 - A. Overtime for non-exempt employees is payable in cash or as CTO at the rate of time and one-half the hourly rate. Employees in Units 2, 5, 7 and 9, having earned more

than 120 hours at the end of the calendar year, must be paid in cash by February 1 of the following year except as noted below. Paid leave is counted as time worked in determining overtime hours worked.

- B. For the following classifications, earned CTO greater than 240 hours must be paid in cash in the pay period it was earned:

9688 Head Resident I
9687 Head Resident II

- III. **Shift Differential.** The following classifications are eligible to receive shift differential. No other classifications may receive shift differential.

Unit 2

1140 Health Record Technician
7926 Clinical Laboratory Technologist II
7927 Clinical Laboratory Technologist I
7980 Physical Therapist I
7981 Physical Therapist II
7995 Radiologic Technologist I
7996 Radiologic Technologist II
8134 Licensed Vocational Nurse
8135 Clinical Aid I
8136 Clinical Aid II
8145 Health Education Assistant
8150 Registered Nurse I -10 Month
8151 Registered Nurse I - 12 Month
8153 Registered Nurse II - 10 Month
8154 Registered Nurse II -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

Unit 5 (Continued)

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

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

Unit 7 (Continued)

1635 Telephone Operator
1727 Supervising Account Clerk I
1730 Accounting Technician I
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, Range 1 - Foundation
0401 Analyst/Programmer - 11/12 Month, Range 1 - Foundation
0402 Analyst/Programmer - 10/12 Month, Range 1 - Foundation

Unit 9 (Continued)

0410 Operating Systems Analyst - 12 Month, Range 1 - Foundation
0411 Operating Systems Analyst - 11/12 Month, Range 1 - Foundation
0412 Operating Systems Analyst - 10/12 Month, Range 1 - Foundation
0420 Information Technology Consultant - 12 Month, Range 1 – Foundation
0421 Information Technology Consultant - 11/12 Month, Range 1 - Foundation
0422 Information Technology Consultant - 10/12 Month, Range 1 - Foundation
0430 Network Analyst - 12 Month, Range 1 - Foundation
0431 Network Analyst - 11/12 Month, Range 1 - Foundation
0432 Network Analyst - 10/12 Month, Range 1 - Foundation
0440 Equipment Systems Specialist - 12 Month
0441 Equipment Systems Specialist - 11/12 Month
0442 Equipment Systems Specialist - 10/12 Month
0450 Operations Specialist - 12 Month
0451 Operations Specialist - 11/12 Month
0452 Operations Specialist - 10/12 Month
0648 Crop Technician I
0651 Crop Technician II
0670 Animal Health Technician
0697 Poultry Technician
0703 Nursery Technician II
0706 Nursery Technician I
0800 Public Affairs/Communication Specialist – 12 month, Range 1 – Specialist I
0801 Public Affairs/Communication Specialist – 11/12, Range 1 – Specialist I
0802 Public Affairs/Communication Specialist – 10/12, Range 1 – Specialist I
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
0860 Visual Resource Specialist – 12 month
0861 Visual Resource Specialist – 11/12
0862 Visual Resource Specialist – 10/12
1036 Administrative Analyst/Specialist – 10/12, Range 1 – Non-Exempt
1037 Administrative Analyst/Specialist – 11/12, Range 1 – Non-Exempt
1038 Administrative Analyst/Specialist – 12 month, Range 1 – Non-Exempt
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
1762 Accountant I
2866 Accompanist II

Unit 9 (Continued)

1619 Instructional Support Technician III
2867 Accompanist I
5151 Personnel Assistant
5255 Administrative Trainee
5287 Assistant Budget Analyst
5681 Research Technician II
5683 Research Technician I
6726 Planner/Estimator/Scheduler
6950 Piano Technician I
6951 Piano Technician II
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/Transliterator I AY
7166 Interpreter/Transliterator II AY
7167 Lead Interpreter/Transliterator AY
7168 Lead Interpreter/Transliterator
7169 Interpreter/Transliterator II
7170 Interpreter/Transliterator I
7512 Glassblower
7879 Laboratory Assistant II
7888 Laboratory Assistant I

- IV. **Overtime.** Those classifications listed below are exempt. All other existing classifications are non-exempt. Employees in classifications designated as exempt do not earn overtime.

Unit 2

7976 Speech Pathologist
7988 Radiation Protection Specialist
7991 Pharmacist - 10 Month
7992 Pharmacist - 12 Month
8005 Sanitarian II
8130 Nutritionist
8147 Health Educator
8156 Registered Nurse III - 10 Month
8157 Registered Nurse III - 12 Month
8165 Nurse Practitioner - 10 Month
8166 Nurse Practitioner - 12 Month

Unit 5

All existing classifications in this unit are non-exempt and earn overtime at the rate of one and one-half times the hourly straight time rate, with the exception of the Farm Maintenance and Operations Worker (6385). The Farm Maintenance and Operations Worker classification is exempt under the agricultural exemption of the FLSA and may earn overtime or CTO as defined in Section I. C. above.

Unit 7

All existing classifications in this unit are non-exempt and earn overtime or CTO at the rate of one and one-half times the hourly straight time rate.

Unit 9

- 0400 Analyst/Programmer - 12 Month
 - Range 2 - Career
 - Range 3 - Expert
- 0401 Analyst/Programmer - 11/12 Month*
 - Range 2 - Career
 - Range 3 - Expert
- 0402 Analyst/Programmer - 10/12 Month*
 - Range 2 - Career
 - Range 3 - Expert
- 0410 Operating Systems Analyst - 12 Month*
 - Range 2 - Career
 - Range 3 - Expert
- 0411 Operating Systems Analyst - 11/12 Month*
 - Range 2 - Career
 - Range 3 - Expert
- 0412 Operating Systems Analyst - 10/12 Month*
 - Range 2 - Career
 - Range 3 - Expert
- 0420 Information Technology Consultant - 12 Month*
 - Range 2 - Career
 - Range 3 - Expert
- 0421 Information Technology Consultant - 11/12 Month*
 - Range 2 - Career
 - Range 3 - Expert
- 0422 Information Technology Consultant - 10/12 Month*
 - Range 2 - Career
 - Range 3 - Expert
- 0430 Network Analyst - 12 Month*
 - Range 2 - Career
 - Range 3 - Expert
- 0431 Network Analyst - 11/12 Month*
 - Range 2 - Career
 - Range 3 - Expert
- 0638 Farm Laborer
- 0648 Crop Technician I
- 0651 Crop Technician II
- 0663 Livestock Technician I
- 0666 Livestock Technician II

Unit 9 (Continued)

- 0432 Network Analyst - 10/12 Month*
 - Range 2 - Career
 - Range 3 - Expert
- 0627 Farm Supervisor I
- 0687 Feed Mill Operator
- 0800 Public Affairs/Communication Specialist – 12 month
 - Range 2 - Specialist II
 - Range 3 - Specialist III
- 0801 Public Affairs/Communication Specialist – 11/12
 - Range 2 - Specialist II
 - Range 3 - Specialist III
- 0802 Public Affairs/Communication Specialist – 10/12
 - Range 2 - Specialist II
 - Range 3 - Specialist III
- 0810 Media Production Specialist III – 12 month
- 0811 Media Production Specialist III – 11/12
- 0812 Media Production Specialist III – 10/12
- 0850 Broadcast Engineer – 12 month
- 0851 Broadcast Engineer – 11/12
- 0852 Broadcast Engineer – 10/12
- 1036 Administrative Analyst/Specialist – 10/12
 - Range 2 – Exempt I
 - Range 3 – Exempt II
- 1037 Administrative Analyst/Specialist – 11/12
 - Range 2 – Exempt I
 - Range 3 – Exempt II
- 1038 Administrative Analyst/Specialist – 12 month
 - Range 2 – Exempt I
 - Range 3 – Exempt II
- 2572 Space and Facilities Utilization Officer
- 3801 Radiation Safety Officer
- 3810 Library Serials Editor
- 4555 Accountant II
- 5250 Special Assistant, EOP
- 5284 Associate Budget Analyst
- 5330 Federal Programs Coordinator
- 5680 Research Technician III
- 5783 Associate, Academic & Institutional Studies II
- 5784 Associate, Academic & Institutional Studies I
- 5787 Associate, Academic & Institutional Studies III
- 6725 Senior Planner/Estimator/Scheduler
- 6960 Fish Hatchery Manager
- 6970 Diving Safety Officer
- 8830 Fire Apparatus Engineer – 12 month
- 8831 Fire Apparatus Engineer – 11/12
- 8832 Fire Apparatus Engineer – 10/12

APPENDIX D ❖ SUPERSESSION

If the provisions of any of the following code sections are in conflict with the provisions of the Memorandum of Understanding, the provisions of the MOU shall be controlling.

Issue	Education Code	Government Code	Military/ Veterans Code
Vacation	89500 89504 (Partial)		
Probation/Permanency	89531 89533 89534		
Leaves of Absences Without Pay	89510 89512 89519		
Personnel Files	89546		
Layoff	89543 89550 89551 89552 89553 89555 89556		
Sick Leave	89500		
Holiday		6700	
Overtime	89500 89502		
Hours of Work	89502		
Military Leave	89513		395 395.01 395.05 395.1 395.3

APPENDIX E ❖ CSU SALARY SCHEDULE
as of July 1, 2005

CSU Salary Schedule
 Effective July 1, 2005

BU	Class	Range	Abbreviated Title	Min	SSI Max	Max	Range Title	FLSA	SISA	Shift Diff
BARGAINING UNIT 2										
2	8135	1	CLIN AID IA	2089	2716	3135	RANGE A	N	N	Y
2	8135	6	CLIN AID IE	1915	2490	2874	RANGE E	N	N	Y
2	8135	8	CLIN AID IC	1741	2263	2613	RANGE C	N	N	Y
2	8136	1	CLIN AID IIA	2169	2820	3254	RANGE A	N	N	Y
2	8136	6	CLIN AID IIE	1988	2585	2983	RANGE E	N	N	Y
2	8136	8	CLIN AID IIC	1808	2350	2712	RANGE C	N	N	Y
2	7927	1	CLN LAB/TI-A	3828	4976	5742	RANGE A	N	N	Y
2	7927	6	CLN LAB/TI-E	3509	4561	5264	RANGE E	N	N	Y
2	7927	8	CLN LAB/TI-C	3190	4147	4785	RANGE C	N	N	Y
2	7926	1	CLN LAB/TII-A	4010	5212	6014	RANGE A	N	N	Y
2	7926	6	CLN LAB/TII-E	3676	4778	5513	RANGE E	N	N	Y
2	7926	8	CLN LAB/TII-C	3342	4343	5012	RANGE C	N	N	Y
2	8145	1	HLTH ED AST-A	3255	4232	4883	RANGE A	N	N	Y
2	8145	6	HLTH ED AST-E	2984	3879	4476	RANGE E	N	N	Y
2	8145	8	HLTH ED AST-C	2713	3527	4069	RANGE C	N	N	Y
2	8147	1	HLTH EDUCR-A	3568	4638	5352	RANGE A	E	N	N
2	8147	6	HLTH EDUCR-E	3271	4252	4906	RANGE E	E	N	N
2	8147	8	HLTH EDUCR-C	2973	3865	4460	RANGE C	E	N	N
2	1140	1	HLTH REC TH-A	2697	3506	4045	RANGE A	N	N	Y
2	1140	6	HLTH REC TH-E	2472	3214	3708	RANGE E	N	N	Y
2	1140	8	HLTH REC TH-C	2248	2922	3371	RANGE C	N	N	Y
2	8134	1	LVN-A	2555	3322	3833	RANGE A	N	N	Y
2	8134	6	LVN-E	2342	3045	3514	RANGE E	N	N	Y
2	8134	8	LVN-C	2129	2768	3194	RANGE C	N	N	Y
2	8166	1	NUR PRACT-A	4961	6449	7441	RANGE A	E	N	N
2	8166	6	NUR PRACT-E	4548	5912	6821	RANGE E	E	N	N
2	8166	8	NUR PRACT-C	4134	5374	6201	RANGE C	E	N	N
2	8165	1	NUR PRACT-10A	4961	6449	7441	RANGE A	E	N	N
2	8165	8	NUR PRACT-10C	4134	5374	6201	RANGE C	E	N	N
2	8130	1	NUTRITIONST-A	3247	4222	4871	RANGE A	E	N	N
2	8130	6	NUTRITIONST-E	2976	3870	4465	RANGE E	E	N	N
2	8130	8	NUTRITIONST-C	2706	3518	4059	RANGE C	E	N	N
2	7930	0	PER DIEM N-HC	19.01	0	57.07		N	N	Y
2	7992	1	PHARMACIST-A	5112	6645	7668	RANGE A	E	N	N
2	7992	6	PHARMACIST-E	4686	6091	7029	RANGE E	E	N	N
2	7992	8	PHARMACIST-C	4260	5538	6390	RANGE C	E	N	N
2	7991	1	PHARMCST-10A	5112	6645	7668	RANGE A	E	N	N
2	7991	8	PHARMCST-10C	4260	5538	6390	RANGE C	E	N	N
2	7980	1	PHYS THRP I-A	3534	4594	5301	RANGE A	N	N	Y
2	7980	6	PHYS THRP I-E	3240	4211	4859	RANGE E	N	N	Y
2	7980	8	PHYS THRP I-C	2945	3828	4418	RANGE C	N	N	Y
2	7981	1	PHYS THRP IIA	3736	4857	5604	RANGE A	N	N	Y
2	7981	6	PHYS THRP IIE	3425	4452	5137	RANGE E	N	N	Y
2	7981	8	PHYS THRP IIC	3113	4048	4670	RANGE C	N	N	Y

CSU Salary Schedule
Effective July 1, 2005

BU	Class	Range	Abbreviated Title	Min	SSI Max	Max	Range Title	FLSA	SISA	Shift Diff
2	7988	1	RAD PROT SP-A	3325	4322	4987	RANGE A	N	N	N
2	7988	6	RAD PROT SP-E	3048	3962	4571	RANGE E	N	N	N
2	7988	8	RAD PROT SP-C	2771	3602	4156	RANGE C	N	N	N
2	7995	1	RAD TECH IA	3118	4054	4678	RANGE A	N	N	Y
2	7995	6	RAD TECH IE	2858	3716	4288	RANGE E	N	N	Y
2	7995	8	RAD TECH IC	2598	3378	3898	RANGE C	N	N	Y
2	7996	1	RAD TECH IIA	3345	4348	5018	RANGE A	N	N	Y
2	7996	6	RAD TECH IIE	3066	3986	4600	RANGE E	N	N	Y
2	7996	8	RAD TECH IIC	2788	3623	4182	RANGE C	N	N	Y
2	8151	1	RN-IA	3318	4315	4978	RANGE A	E	N	Y
2	8151	6	RN-IE	3042	3955	4563	RANGE E	E	N	Y
2	8151	8	RN-IC	2765	3596	4148	RANGE C	E	N	Y
2	8150	1	RN IA -10MO	3318	4315	4978	RANGE A	E	N	Y
2	8150	8	RN IC -10MO	2765	3596	4148	RANGE C	E	N	Y
2	8154	1	RN-IIA	3553	4620	5330	RANGE A	E	N	Y
2	8154	6	RN-IIE	3257	4235	4886	RANGE E	E	N	Y
2	8154	8	RN-IIC	2961	3850	4442	RANGE C	E	N	Y
2	8153	1	RN IIA -10MO	3553	4620	5330	RANGE A	E	N	Y
2	8153	8	RN IIC -10MO	2961	3850	4442	RANGE C	E	N	Y
2	8157	1	RN-IIIA	3899	5069	5849	RANGE A	E	N	N
2	8157	6	RN-IIIE	3574	4647	5362	RANGE E	E	N	N
2	8157	8	RN-IIIC	3249	4224	4874	RANGE C	E	N	N
2	8156	1	RN IIIA -10MO	3899	5069	5849	RANGE A	E	N	N
2	8156	8	RN IIIC -10MO	3249	4224	4874	RANGE C	E	N	N
2	8005	1	SANITARN II-A	3416	4441	5125	RANGE A	N	N	N
2	8005	6	SANITARN II-E	3131	4071	4698	RANGE E	N	N	N
2	8005	8	SANITARN II-C	2847	3701	4271	RANGE C	N	N	N
2	7976	1	SPEECH PATH-A	4422	5749	6633	RANGE A	E	N	N
2	7976	6	SPEECH PATH-E	4054	5270	6080	RANGE E	E	N	N
2	7976	8	SPEECH PATH-C	3685	4791	5528	RANGE C	E	N	N

CSU Salary Schedule
Effective July 1, 2005

BU	Class	Range	Abbreviated Title	Min	SSI Max	Max	Range Title	FLSA	SISA	Shift Diff
BARGAINING UNIT 5										
5	304	1	COOK I-A	2240	2911	3359	RANGE A	N	N	Y
5	304	3	COOK I-CR	2208	2870	3312	CRUISE	N	N	Y
5	304	6	COOK I-E	2053	2668	3079	RANGE E	N	N	Y
5	304	8	COOK I-C	1867	2426	2799	RANGE C	N	N	Y
5	306	1	COOK I LD-A	2716	3532	4075	RANGE A	N	N	Y
5	306	3	COOK I LD-CR	2678	3482	4018	CRUISE	N	N	Y
5	306	6	COOK I LD-E	2490	3238	3735	RANGE E	N	N	Y
5	306	8	COOK I LD-C	2263	2943	3396	RANGE C	N	N	Y
5	305	1	COOK II-A	2494	3242	3741	RANGE A	N	N	Y
5	305	3	COOK II-CR	2460	3198	3690	CRUISE	N	N	Y
5	305	6	COOK II-E	2286	2972	3429	RANGE E	N	N	Y
5	305	8	COOK II-C	2078	2702	3118	RANGE C	N	N	Y
5	307	1	COOK II LD-A	3089	4016	4633	RANGE A	N	N	Y
5	307	3	COOK II LD-CR	3044	3957	4566	CRUISE	N	N	Y
5	307	6	COOK II LD-E	2832	3681	4247	RANGE E	N	N	Y
5	307	8	COOK II LD-C	2574	3347	3861	RANGE C	N	N	Y
5	2010	1	CUSTODIAN-A	2099	2728	3148	RANGE A	N	N	Y
5	2010	6	CUSTODIAN-E	1924	2501	2886	RANGE E	N	N	Y
5	2010	8	CUSTODIAN-C	1749	2273	2623	RANGE C	N	N	Y
5	6385	1	FRM M&O WKR-A	2656	3453	3984	RANGE A	O	N	N
5	6385	6	FRM M&O WKR-E	2435	3165	3652	RANGE E	O	N	N
5	6385	8	FRM M&O WKR-C	2213	2878	3320	RANGE C	O	N	N
5	308	1	F/S WKR I-A	1944	2526	2915	RANGE A	N	N	Y
5	308	3	F/S WKR I-CR	1915	2490	2872	CRUISE	N	N	Y
5	308	6	F/S WKR I-E	1782	2316	2672	RANGE E	N	N	Y
5	308	8	F/S WKR I-C	1620	2105	2429	RANGE C	N	N	Y
5	310	1	FS WKRI LD-A	2327	3026	3491	RANGE A	N	N	Y
5	310	6	FS WKRI LD-E	2133	2774	3200	RANGE E	N	N	Y
5	310	8	FS WKRI LD-C	1939	2522	2909	RANGE C	N	N	Y
5	309	1	F/S WKR II-A	2085	2711	3129	RANGE A	N	N	Y
5	309	3	F/S WKR II-CR	2056	2672	3084	CRUISE	N	N	Y
5	309	6	F/S WKR II-E	1911	2485	2868	RANGE E	N	N	Y
5	309	8	F/S WKR II-C	1738	2259	2608	RANGE C	N	N	Y
5	311	1	FS WKRII LD-A	2867	3728	4301	RANGE A	N	N	Y
5	311	6	FS WKRII LD-E	2628	3417	3943	RANGE E	N	N	Y
5	311	8	FS WKRII LD-C	2389	3107	3584	RANGE C	N	N	Y
5	743	1	GARDENER-A	2732	3551	4097	RANGE A	N	N	Y
5	743	6	GARDENER-E	2504	3255	3756	RANGE E	N	N	Y
5	743	8	GARDENER-C	2277	2959	3414	RANGE C	N	N	Y
5	745	1	GARDEN SPEC-A	2732	3551	4097	RANGE A	N	N	Y
5	745	6	GARDEN SPEC-E	2504	3255	3756	RANGE E	N	N	Y
5	745	8	GARDEN SPEC-C	2277	2959	3414	RANGE C	N	N	Y
5	731	1	GRDWORKER-A	2501	3251	3751	RANGE A	N	N	Y
5	731	6	GRDWORKER-E	2293	2980	3438	RANGE E	N	N	Y
5	731	8	GRDWORKER-C	2084	2709	3126	RANGE C	N	N	Y

CSU Salary Schedule
Effective July 1, 2005

BU	Class	Range	Abbreviated Title	Min	SSI Max	Max	Range Title	FLSA	SISA	Shift Diff
5	733	1	GRDWKR TRN-A	2059	2676	3089	RANGE A	N	N	Y
5	733	6	GRDWKR TRN-E	1887	2453	2832	RANGE E	N	N	Y
5	733	8	GRDWKR TRN-C	1716	2230	2574	RANGE C	N	N	Y
5	6367	1	CONST EQ OP,A	3081	4004	4621	RANGE A	N	N	Y
5	6367	6	CONST EQ OP,E	2824	3670	4236	RANGE E	N	N	Y
5	6367	8	CONST EQ OP,C	2568	3337	3851	RANGE C	N	N	Y
5	6366	1	EQ/BUS DRV,A	2950	3835	4425	RANGE A	N	N	Y
5	6366	6	EQ/BUS DRV,E	2704	3515	4056	RANGE E	N	N	Y
5	6366	8	EQ/BUS DRV,C	2458	3196	3688	RANGE C	N	N	Y
5	735	1	IRRG SPEC-A	2732	3551	4097	RANGE A	N	N	Y
5	735	6	IRRG SPEC-E	2504	3255	3756	RANGE E	N	N	Y
5	735	8	IRRG SPEC-C	2277	2959	3414	RANGE C	N	N	Y
5	6223	1	LABORER-A	2549	3313	3824	RANGE A	N	N	Y
5	6223	6	LABORER-E	2337	3037	3505	RANGE E	N	N	Y
5	6223	8	LABORER-C	2124	2761	3187	RANGE C	N	N	Y
5	2015	1	LEAD CUST-A	2262	2941	3393	RANGE A	N	N	Y
5	2015	6	LEAD CUST-E	2074	2696	3110	RANGE E	N	N	Y
5	2015	8	LEAD CUST-C	1885	2451	2828	RANGE C	N	N	Y
5	726	1	LEAD GRDWKR-A	2825	3673	4238	RANGE A	N	N	Y
5	726	6	LEAD GRDWKR-E	2590	3367	3885	RANGE E	N	N	Y
5	726	8	LEAD GRDWKR-C	2354	3061	3532	RANGE C	N	N	Y
5	6363	1	AUTO EQ OPR,A	2827	3676	4241	RANGE A	N	N	Y
5	6363	6	AUTO EQ OPR,E	2591	3370	3888	RANGE E	N	N	Y
5	6363	8	AUTO EQ OPR,C	2356	3063	3534	RANGE C	N	N	Y
5	104	0	MTNC/LBR TRNE	1106	1587	2067		N	N	Y
5	739	1	PEST C&S SP-A	2732	3551	4097	RANGE A	N	N	Y
5	739	6	PEST C&S SP-E	2504	3255	3756	RANGE E	N	N	Y
5	739	8	PEST C&S SP-C	2277	2959	3414	RANGE C	N	N	Y
5	746	1	TREE TRIM IA	2732	3551	4097	RANGE A	N	N	Y
5	746	6	TREE TRIM IE	2504	3255	3756	RANGE E	N	N	Y
5	746	8	TREE TRIM IC	2277	2959	3414	RANGE C	N	N	Y
5	748	1	TREE TRIM IIA	2850	3705	4275	RANGE A	N	N	Y
5	748	6	TREE TRIM IIE	2613	3396	3919	RANGE E	N	N	Y
5	748	8	TREE TRIM IIC	2375	3088	3563	RANGE C	N	N	Y
5	1508	1	WAREHSE WKR-A	2427	3155	3641	RANGE A	N	N	Y
5	1508	6	WAREHSE WKR-E	2225	2892	3338	RANGE E	N	N	Y
5	1508	8	WAREHSE WKR-C	2023	2629	3034	RANGE C	N	N	Y
5	2013	1	WINDOW CLNR-A	2378	3092	3568	RANGE A	N	N	Y
5	2013	6	WINDOW CLNR-E	2180	2834	3271	RANGE E	N	N	Y
5	2013	8	WINDOW CLNR-C	1982	2577	2973	RANGE C	N	N	Y

CSU Salary Schedule
Effective July 1, 2005

BU	Class	Range	Abbreviated Title	Min	SSI Max	Max	Range Title	FLSA	SISA	Shift Diff
BARGAINING UNIT 7										
7	1733	1	ACCT CLK-A	2135	2776	3203	RANGE A	N	N	Y
7	1733	6	ACCT CLK-E	1957	2545	2936	RANGE E	N	N	Y
7	1733	8	ACCT CLK-C	1779	2313	2669	RANGE C	N	N	Y
7	1730	1	ACCT TECH I-A	2477	3220	3717	RANGE A	N	N	Y
7	1730	6	ACCT TECH I-E	2271	2952	3407	RANGE E	N	N	Y
7	1730	8	ACCT TECH I-C	2064	2683	3098	RANGE C	N	N	Y
7	1741	1	ACTG TCH II-A	2752	3578	4128	RANGE A	N	N	Y
7	1741	6	ACTG TCH II-E	2523	3280	3784	RANGE E	N	N	Y
7	1741	8	ACTG TCH II-C	2293	2982	3440	RANGE C	N	N	Y
7	1740	1	ACTG TCH IIIA	3132	4071	4697	RANGE A	N	N	Y
7	1740	6	ACTG TCH IIIE	2871	3732	4306	RANGE E	N	N	Y
7	1740	8	ACTG TCH IIIC	2610	3393	3914	RANGE C	N	N	Y
7	1030	1	ASA-10/12-AI	1612	2096	2418	ASSISTANT I	N	N	Y
7	1030	2	ASA-10/12-AII	1933	2513	2900	ASSISTANT II	N	N	Y
7	1031	1	ASA-11/12-AI	1773	2305	2660	ASSISTANT I	N	N	Y
7	1031	2	ASA-11/12-AII	2127	2765	3190	ASSISTANT II	N	N	Y
7	1032	1	ASA-12MO-AI	1934	2515	2902	ASSISTANT I	N	N	Y
7	1032	2	ASA-12MO-AII	2320	3016	3480	ASSISTANT II	N	N	Y
7	1033	1	ASC-10/12-CI	2168	2818	3251	COORDINATOR I	N	N	Y
7	1033	2	ASC-10/12-CII	2373	3086	3563	COORDINATOR II	N	N	Y
7	1034	1	ASC-11/12-CI	2384	3099	3576	COORDINATOR I	N	N	Y
7	1034	2	ASC-11/12-CII	2610	3394	3919	COORDINATOR II	N	N	Y
7	1035	1	ASC-12MO-CI	2601	3381	3901	COORDINATOR I	N	N	Y
7	1035	2	ASC-12MO-CII	2847	3703	4275	COORDINATOR II	N	N	Y
7	2899	1	BOOK REP I-A	2266	2946	3399	RANGE A	N	N	Y
7	2899	6	BOOK REP I-E	2077	2701	3116	RANGE E	N	N	Y
7	2899	8	BOOK REP I-C	1888	2455	2833	RANGE C	N	N	Y
7	2898	1	BOOK REP II-A	2446	3180	3669	RANGE A	N	N	Y
7	2898	6	BOOK REP II-E	2242	2915	3363	RANGE E	N	N	Y
7	2898	8	BOOK REP II-C	2038	2650	3058	RANGE C	N	N	Y
7	4791	1	BUYER IA	2921	3798	4382	RANGE A	N	N	Y
7	4791	6	BUYER IE	2678	3482	4017	RANGE E	N	N	Y
7	4791	8	BUYER IC	2434	3165	3652	RANGE C	N	N	Y
7	4792	1	BUYER IIA	3244	4217	4866	RANGE A	N	N	Y
7	4792	6	BUYER IIE	2974	3866	4461	RANGE E	N	N	Y
7	4792	8	BUYER IIC	2703	3514	4055	RANGE C	N	N	Y
7	4793	1	LD BUYER IIA	3404	4426	5107	RANGE A	N	N	Y
7	4793	6	LD BUYER IIE	3120	4057	4681	RANGE E	N	N	Y
7	4793	8	LD BUYER IIC	2837	3688	4256	RANGE C	N	N	Y
7	4794	1	BUYER IIIA	3571	4641	5356	RANGE A	N	N	Y
7	4794	6	BUYER IIIE	3273	4254	4910	RANGE E	N	N	Y
7	4794	8	BUYER IIIC	2976	3868	4463	RANGE C	N	N	Y
7	4795	1	LD BUYER IIIA	3749	4874	5624	RANGE A	N	N	Y
7	4795	6	LD BUYER IIIE	3437	4468	5155	RANGE E	N	N	Y
7	4795	8	LD BUYER IIIC	3124	4062	4687	RANGE C	N	N	Y
7	4790	0	BUYER TRAINEE	2565	3335	3848		N	N	Y

CSU Salary Schedule
Effective July 1, 2005

BU	Class	Range	Abbreviated Title	Min	SSI Max	Max	Range Title	FLSA	SISA	Shift Diff
7	1120	0	CLERICAL TRNE	1106	1577	2047		N	N	Y
7	1758	1	COL REP I-A	2446	3180	3669	RANGE A	N	N	Y
7	1758	6	COL REP I-E	2242	2915	3363	RANGE E	N	N	Y
7	1758	8	COL REP I-C	2038	2650	3058	RANGE C	N	N	Y
7	1759	1	COL REP II-A	2825	3673	4238	RANGE A	N	N	Y
7	1759	6	COL REP II-E	2590	3367	3885	RANGE E	N	N	Y
7	1759	8	COL REP II-C	2354	3061	3532	RANGE C	N	N	Y
7	1757	1	COL REP TRN-A	2051	2666	3077	RANGE A	N	N	Y
7	1757	6	COL REP TRN-E	1880	2444	2821	RANGE E	N	N	Y
7	1757	8	COL REP TRN-C	1709	2222	2564	RANGE C	N	N	Y
7	8822	1	CSS-10/12/1	1895	2463	2843	SPECIALIST I	N	N	Y
7	8822	2	CSS-10/12/2	2125	2762	3188	SPECIALIST II	N	N	Y
7	8821	1	CSS-11/12/1	2085	2710	3127	SPECIALIST I	N	N	Y
7	8821	2	CSS-11/12/2	2338	3038	3506	SPECIALIST II	N	N	Y
7	8820	1	CSS-12MO/1	2274	2956	3411	SPECIALIST I	N	N	Y
7	8820	2	CSS-12MO/2	2550	3314	3825	SPECIALIST II	N	N	Y
7	1927	1	D/C TCH-A	2243	2915	3364	RANGE A	N	N	Y
7	1927	6	D/C TCH-E	2056	2672	3084	RANGE E	N	N	Y
7	1927	8	D/C TCH-C	1869	2429	2803	RANGE C	N	N	Y
7	1418	1	D/E OPR-A	2040	2653	3061	RANGE A	N	N	Y
7	1418	6	D/E OPR-E	1870	2432	2806	RANGE E	N	N	Y
7	1418	8	D/E OPR-C	1700	2211	2551	RANGE C	N	N	Y
7	1421	1	D/E OPR TRN-A	1867	2427	2801	RANGE A	N	N	Y
7	1421	6	D/E OPR TRN-E	1711	2225	2568	RANGE E	N	N	Y
7	1421	8	D/E OPR TRN-C	1556	2023	2334	RANGE C	N	N	Y
7	832	1	DP/GS-10/12/1	1895	2463	2843	SPECIALIST I	N	N	Y
7	832	2	DP/GS-10/12/2	2100	2731	3151	SPECIALIST II	N	N	Y
7	831	1	DP/GS-11/12/1	2085	2710	3127	SPECIALIST I	N	N	Y
7	831	2	DP/GS-11/12/2	2310	3004	3466	SPECIALIST II	N	N	Y
7	830	1	DP/GS -12MO/1	2274	2956	3411	SPECIALIST I	N	N	Y
7	830	2	DP/GS -12MO/2	2520	3277	3781	SPECIALIST II	N	N	Y
7	9692	1	DORM SUPVR-A	2075	2698	3113	RANGE A	N	N	Y
7	9692	6	DORM SUPVR-E	1902	2473	2854	RANGE E	N	N	Y
7	9692	8	DORM SUPVR-C	1729	2248	2594	RANGE C	N	N	Y
7	3022	1	DRAFT AID-A	2368	3079	3552	RANGE A	N	N	Y
7	3022	6	DRAFT AID-E	2171	2822	3256	RANGE E	N	N	Y
7	3022	8	DRAFT AID-C	1973	2566	2960	RANGE C	N	N	Y
7	3023	1	DRAFT TCH I-A	2776	3609	4165	RANGE A	N	N	Y
7	3023	6	DRAFT TCH I-E	2545	3308	3818	RANGE E	N	N	Y
7	3023	8	DRAFT TCH I-C	2313	3008	3471	RANGE C	N	N	Y
7	3024	1	DRAFT TCH IIA	3325	4322	4987	RANGE A	N	N	Y
7	3024	6	DRAFT TCH IIE	3048	3962	4571	RANGE E	N	N	Y
7	3024	8	DRAFT TCH IIC	2771	3602	4156	RANGE C	N	N	Y
7	1450	1	DUP M/O I-A	2138	2781	3208	RANGE A	N	N	Y
7	1450	6	DUP M/O I-E	1960	2549	2941	RANGE E	N	N	Y
7	1450	8	DUP M/O I-C	1782	2318	2673	RANGE C	N	N	Y
7	1467	1	DP MCH OP IIA	2295	2983	3442	RANGE A	N	N	Y
7	1467	6	DP MCH OP IIE	2104	2734	3155	RANGE E	N	N	Y
7	1467	8	DP MCH OP IIC	1913	2486	2868	RANGE C	N	N	Y

CSU Salary Schedule
Effective July 1, 2005

BU	Class	Range	Abbreviated Title	Min	SSI Max	Max	Range Title	FLSA	SISA	Shift Diff
7	1466	1	DP MCH OP IIA	2379	3094	3570	RANGE A	N	N	Y
7	1466	6	DP MCH OP IIE	2181	2836	3273	RANGE E	N	N	Y
7	1466	8	DP MCH OP IIC	1983	2578	2975	RANGE C	N	N	Y
7	1464	1	DP MCH SUP IA	2652	3447	3978	RANGE A	N	N	Y
7	1464	6	DP MCH SUP IE	2431	3160	3647	RANGE E	N	N	Y
7	1464	8	DP MCH SUP IC	2210	2873	3315	RANGE C	N	N	Y
7	9688	1	HEAD RES I-A	2621	3407	3932	RANGE A	N	N	Y
7	9688	6	HEAD RES I-E	2403	3123	3604	RANGE E	N	N	Y
7	9688	8	HEAD RES I-C	2184	2839	3277	RANGE C	N	N	Y
7	9687	1	HEAD RES II-A	2896	3765	4344	RANGE A	N	N	Y
7	9687	6	HEAD RES II-E	2655	3451	3982	RANGE E	N	N	Y
7	9687	8	HEAD RES II-C	2413	3138	3620	RANGE C	N	N	Y
7	5210	1	HLTH SV AST-A	3174	4126	4761	RANGE A	N	N	Y
7	5210	6	HLTH SV AST-E	2910	3782	4364	RANGE E	N	N	Y
7	5210	8	HLTH SV AST-C	2645	3438	3968	RANGE C	N	N	Y
7	1553	1	INVNTORY CL-A	2171	2822	3257	RANGE A	N	N	Y
7	1553	6	INVNTORY CL-E	1990	2587	2986	RANGE E	N	N	Y
7	1553	8	INVNTORY CL-C	1809	2352	2714	RANGE C	N	N	Y
7	2906	1	LIB AST I-A	2505	3256	3757	RANGE A	N	N	Y
7	2906	6	LIB AST I-E	2296	2985	3444	RANGE E	N	N	Y
7	2906	8	LIB AST I-C	2088	2713	3131	RANGE C	N	N	Y
7	2905	1	LIB AST II-A	2835	3685	4252	RANGE A	N	N	Y
7	2905	6	LIB AST II-E	2599	3378	3898	RANGE E	N	N	Y
7	2905	8	LIB AST II-C	2363	3071	3543	RANGE C	N	N	Y
7	2907	1	LIB AST III-A	3081	4004	4621	RANGE A	N	N	Y
7	2907	6	LIB AST III-E	2824	3670	4236	RANGE E	N	N	Y
7	2907	8	LIB AST III-C	2568	3337	3851	RANGE C	N	N	Y
7	2908	1	LIB AST IV-A	3264	4243	4897	RANGE A	N	N	Y
7	2908	6	LIB AST IV-E	2992	3889	4489	RANGE E	N	N	Y
7	2908	8	LIB AST IV-C	2720	3536	4081	RANGE C	N	N	Y
7	2904	1	LIB AST TRN-A	2204	2865	3306	RANGE A	N	N	Y
7	2904	6	LIB AST TRN-E	2020	2626	3031	RANGE E	N	N	Y
7	2904	8	LIB AST TRN-C	1837	2388	2755	RANGE C	N	N	Y
7	1505	1	MAIL CLERK-A	2254	2930	3381	RANGE A	N	N	Y
7	1505	6	MAIL CLERK-E	2066	2686	3099	RANGE E	N	N	Y
7	1505	8	MAIL CLERK-C	1878	2442	2818	RANGE C	N	N	Y
7	1504	1	MAIL SUP I-A	2508	3260	3762	RANGE A	N	N	Y
7	1504	6	MAIL SUP I-E	2299	2988	3449	RANGE E	N	N	Y
7	1504	8	MAIL SUP I-C	2090	2717	3135	RANGE C	N	N	Y
7	1142	1	MED SECTY-A	2635	3426	3952	RANGE A	N	N	Y
7	1142	6	MED SECTY-E	2415	3141	3623	RANGE E	N	N	Y
7	1142	8	MED SECTY-C	2196	2855	3293	RANGE C	N	N	Y
7	1144	1	MED TRANS-A	2358	3065	3537	RANGE A	N	N	Y
7	1144	6	MED TRANS-E	2162	2810	3242	RANGE E	N	N	Y
7	1144	8	MED TRANS-C	1965	2554	2948	RANGE C	N	N	Y
7	1426	1	MCRO TECH-A	2446	3180	3669	RANGE A	N	N	Y
7	1426	6	MCRO TECH-E	2242	2915	3363	RANGE E	N	N	Y
7	1426	8	MCRO TECH-C	2038	2650	3058	RANGE C	N	N	Y

CSU Salary Schedule
Effective July 1, 2005

BU	Class	Range	Abbreviated Title	Min	SSI Max	Max	Range Title	FLSA	SISA	Shift Diff
7	1424	1	MCRO TH TRN-A	2125	2763	3188	RANGE A	N	N	Y
7	1424	6	MCRO TH TRN-E	1948	2533	2922	RANGE E	N	N	Y
7	1424	8	MCRO TH TRN-C	1771	2303	2657	RANGE C	N	N	Y
7	8812	1	PO-10/12/1	1895	2463	2843	OFFICER I	N	N	Y
7	8812	2	PO-10/12/2	2125	2762	3188	OFFICER II	N	N	Y
7	8811	1	PO-11/12/1	2085	2710	3127	OFFICER I	N	N	Y
7	8811	2	PO-11/12/2	2338	3038	3506	OFFICER II	N	N	Y
7	8810	1	PO-12 MO/1	2274	2956	3411	OFFICER I	N	N	Y
7	8810	2	PO-12 MO/2	2550	3314	3825	OFFICER II	N	N	Y
7	1100	1	PAY TECH IA	2477	3220	3717	RANGE A	N	N	Y
7	1100	6	PAY TECH IE	2271	2952	3407	RANGE E	N	N	Y
7	1100	8	PAY TECH IC	2064	2683	3098	RANGE C	N	N	Y
7	1101	1	PAY TECH IIA	2752	3578	4128	RANGE A	N	N	Y
7	1101	6	PAY TECH IIE	2523	3280	3784	RANGE E	N	N	Y
7	1101	8	PAY TECH IIC	2293	2982	3440	RANGE C	N	N	Y
7	1102	1	PAY TECH IIIA	3132	4071	4697	RANGE A	N	N	Y
7	1102	6	PAY TECH IIIE	2871	3732	4306	RANGE E	N	N	Y
7	1102	8	PAY TECH IIIC	2610	3393	3914	RANGE C	N	N	Y
7	1099	0	PAY TECH TRN	2075	2698	3113		N	N	Y
7	8802	1	POLDIS10/12/1	2290	2978	3435	DISPATCHER I	N	N	Y
7	8802	2	POLDIS10/12/2	2598	3378	3898	DISPATCHER II	N	N	Y
7	8801	1	POLDIS11/12/1	2519	3275	3779	DISPATCHER I	N	N	Y
7	8801	2	POLDIS11/12/2	2857	3715	4287	DISPATCHER II	N	N	Y
7	8800	1	POLDIS-12MO/1	2748	3573	4122	DISPATCHER I	N	N	Y
7	8800	2	POLDIS-12MO/2	3117	4053	4677	DISPATCHER II	N	N	Y
7	1409	1	PWR KEY OPR-A	2289	2975	3433	RANGE A	N	N	Y
7	1409	6	PWR KEY OPR-E	2098	2727	3147	RANGE E	N	N	Y
7	1409	8	PWR KEY OPR-C	1908	2479	2861	RANGE C	N	N	Y
7	1408	1	PWR KEY TRN-A	2125	2763	3188	RANGE A	N	N	Y
7	1408	6	PWR KEY TRN-E	1948	2533	2922	RANGE E	N	N	Y
7	1408	8	PWR KEY TRN-C	1771	2303	2657	RANGE C	N	N	Y
7	1550	1	PROP CLK I-A	2508	3260	3762	RANGE A	N	N	Y
7	1550	6	PROP CLK I-E	2299	2988	3449	RANGE E	N	N	Y
7	1550	8	PROP CLK I-C	2090	2717	3135	RANGE C	N	N	Y
7	1549	1	PROP CLK II-A	2850	3705	4275	RANGE A	N	N	Y
7	1549	6	PROP CLK II-E	2613	3396	3919	RANGE E	N	N	Y
7	1549	8	PROP CLK II-C	2375	3088	3563	RANGE C	N	N	Y
7	1472	1	REPRO ASST-A	2529	3288	3794	RANGE A	N	N	Y
7	1472	6	REPRO ASST-E	2318	3014	3478	RANGE E	N	N	Y
7	1472	8	REPRO ASST-C	2108	2740	3162	RANGE C	N	N	Y
7	1471	1	REPRO SUP I-A	2889	3755	4333	RANGE A	N	N	Y
7	1471	6	REPRO SUP I-E	2648	3442	3972	RANGE E	N	N	Y
7	1471	8	REPRO SUP I-C	2408	3129	3611	RANGE C	N	N	Y
7	1928	1	SR D/C TCH-A	2506	3258	3759	RANGE A	N	N	Y
7	1928	6	SR D/C TCH-E	2297	2987	3446	RANGE E	N	N	Y
7	1928	8	SR D/C TCH-C	2088	2715	3133	RANGE C	N	N	Y
7	1416	1	SR D/E OP-A	2277	2961	3416	RANGE A	N	N	Y
7	1416	6	SR D/E OP-E	2087	2714	3131	RANGE E	N	N	Y
7	1416	8	SR D/E OP-C	1898	2468	2847	RANGE C	N	N	Y

CSU Salary Schedule
Effective July 1, 2005

BU	Class	Range	Abbreviated Title	Min	SSI Max	Max	Range Title	FLSA	SISA	Shift Diff
7	1502	1	S&R AST I-A	2508	3260	3762	RANGE A	N	N	Y
7	1502	6	S&R AST I-E	2299	2988	3449	RANGE E	N	N	Y
7	1502	8	S&R AST I-C	2090	2717	3135	RANGE C	N	N	Y
7	1509	1	STOCK CLERK-A	2339	3041	3508	RANGE A	N	N	Y
7	1509	6	STOCK CLERK-E	2144	2788	3216	RANGE E	N	N	Y
7	1509	8	STOCK CLERK-C	1949	2534	2923	RANGE C	N	N	Y
7	1506	1	STOREKEEP I-A	2508	3260	3762	RANGE A	N	N	Y
7	1506	6	STOREKEEP I-E	2299	2988	3449	RANGE E	N	N	Y
7	1506	8	STOREKEEP I-C	2090	2717	3135	RANGE C	N	N	Y
7	1727	1	S,ACCT CLK IA	2704	3515	4056	RANGE A	N	N	Y
7	1727	6	S,ACCT CLK IE	2479	3222	3718	RANGE E	N	N	Y
7	1727	8	S,ACCT CLK IC	2253	2929	3380	RANGE C	N	N	Y
7	1428	1	S,MCRO TH I-A	2646	3440	3969	RANGE A	N	N	Y
7	1428	6	S,MCRO TH I-E	2426	3153	3638	RANGE E	N	N	Y
7	1428	8	S,MCRO TH I-C	2205	2867	3308	RANGE C	N	N	Y
7	1430	1	S,MCRO TH IIA	2885	3750	4327	RANGE A	N	N	Y
7	1430	6	S,MCRO TH IIE	2645	3438	3966	RANGE E	N	N	Y
7	1430	8	S,MCRO TH IIC	2404	3125	3606	RANGE C	N	N	Y
7	1628	1	S,PHONE OPR-A	2277	2961	3416	RANGE A	N	N	Y
7	1628	6	S,PHONE OPR-E	2087	2714	3131	RANGE E	N	N	Y
7	1628	8	S,PHONE OPR-C	1898	2468	2847	RANGE C	N	N	Y
7	1635	1	PHONE OPR-A	2013	2617	3019	RANGE A	N	N	Y
7	1635	6	PHONE OPR-E	1845	2399	2767	RANGE E	N	N	Y
7	1635	8	PHONE OPR-C	1678	2181	2516	RANGE C	N	N	Y

CSU Salary Schedule
Effective July 1, 2005

BU	Class	Range	Abbreviated Title	Min	SSI Max	Max	Range Title	FLSA	SISA	Shift Diff
BARGAINING UNIT 9										
9	2867	1	ACCOMP I-A	2368	3079	3552	RANGE A	N	N	Y
9	2867	6	ACCOMP I-E	2171	2822	3256	RANGE E	N	N	Y
9	2867	8	ACCOMP I-C	1973	2566	2960	RANGE C	N	N	Y
9	2866	1	ACCOMP II-A	2899	3769	4348	RANGE A	N	N	Y
9	2866	6	ACCOMP II-E	2657	3455	3986	RANGE E	N	N	Y
9	2866	8	ACCOMP II-C	2416	3141	3623	RANGE C	N	N	Y
9	1762	1	ACCT I-A	3349	4355	5024	RANGE A	N	N	Y
9	1762	6	ACCT I-E	3070	3992	4605	RANGE E	N	N	Y
9	1762	8	ACCT I-C	2791	3629	4187	RANGE C	N	N	Y
9	4555	1	ACCT II-A	3656	4754	5484	RANGE A	E	N	N
9	4555	6	ACCT II-E	3351	4358	5027	RANGE E	E	N	N
9	4555	8	ACCT II-C	3047	3962	4570	RANGE C	E	N	N
9	1036	1	AA/S-10/12-NE	2505	3256	4008	NON-EXEMPT	N	N	Y
9	1036	2	AA/S-10/12EI	2968	3859	4453	EXEMPT I	E	N	N
9	1036	3	AA/S-10/12EII	3574	4647	5362	EXEMPT II	E	N	N
9	1037	1	AA/S-11/12-NE	2756	3581	4408	NON-EXEMPT	N	N	Y
9	1037	2	AA/S-11/12EI	3265	4245	4899	EXEMPT I	E	N	N
9	1037	3	AA/S-11/12EII	3932	5111	5898	EXEMPT II	E	N	N
9	1038	1	AA/S-12MO-NE	3006	3907	4809	NON-EXEMPT	N	N	Y
9	1038	2	AA/S-12MO-EI	3562	4631	5344	EXEMPT I	E	N	N
9	1038	3	AA/S-12MO-EII	4289	5576	6434	EXEMPT II	E	N	N
9	5255	1	ADM TRAINEE-A	2618	3404	3928	RANGE A	N	N	Y
9	5255	6	ADM TRAINEE-E	2400	3120	3601	RANGE E	N	N	Y
9	5255	8	ADM TRAINEE-C	2182	2837	3273	RANGE C	N	N	Y
9	402	1	AN/PRG-10/12F	2643	3432	4219	FOUNDATION	N	N	Y
9	402	2	AN/PRG-10/12C	3330	5073	6816	CAREER	E	N	N
9	402	3	AN/PRG-10/12E	4759	6200	7641	EXPERT	E	N	N
9	401	1	AN/PRG-11/12F	2908	3775	4641	FOUNDATION	N	N	Y
9	401	2	AN/PRG-11/12C	3663	5581	7497	CAREER	E	N	N
9	401	3	AN/PRG-11/12E	5235	6820	8405	EXPERT	E	N	N
9	400	1	ANLST/PRG-12F	3172	4118	5063	FOUNDATION	N	N	Y
9	400	2	ANLST/PRG-12C	3996	6088	8179	CAREER	E	N	N
9	400	3	ANLST/PRG-12E	5711	7440	9169	EXPERT	E	N	N
9	670	1	ANIMAL TECH-A	3325	4322	4987	RANGE A	N	N	Y
9	670	6	ANIMAL TECH-E	3048	3962	4571	RANGE E	N	N	Y
9	670	8	ANIMAL TECH-C	2771	3602	4156	RANGE C	N	N	Y
9	5287	1	AST BUD AN-A	3401	4422	5102	RANGE A	N	N	Y
9	5287	6	AST BUD AN-E	3118	4054	4677	RANGE E	N	N	Y
9	5287	8	AST BUD AN-C	2834	3685	4252	RANGE C	N	N	Y
9	5284	1	ASOC BUD AN-A	4091	5318	6137	RANGE A	E	N	N
9	5284	6	ASOC BUD AN-E	3750	4875	5626	RANGE E	E	N	N
9	5284	8	ASOC BUD AN-C	3409	4432	5114	RANGE C	E	N	N
9	5784	1	AA&I IA	3854	5011	5782	RANGE A	E	N	N
9	5784	6	AA&I IE	3533	4593	5300	RANGE E	E	N	N
9	5784	8	AA&I IC	3212	4176	4818	RANGE C	E	N	N

CSU Salary Schedule
Effective July 1, 2005

BU	Class	Range	Abbreviated Title	Min	SSI Max	Max	Range Title	FLSA	SISA	Shift Diff
9	5783	1	AA&I IIA	4867	6327	7300	RANGE A	E	N	N
9	5783	6	AA&I IIE	4461	5800	6692	RANGE E	E	N	N
9	5783	8	AA&I IIC	4056	5273	6083	RANGE C	E	N	N
9	5787	1	AA&I IIIA	6158	8006	9238	RANGE A	E	N	N
9	5787	6	AA&I IIIE	5645	7339	8468	RANGE E	E	N	N
9	5787	8	AA&I IIIC	5132	6672	7698	RANGE C	E	N	N
9	1514	1	A/E/ATT I-A	2188	2845	3283	RANGE A	N	N	Y
9	1514	6	A/E/ATT I-E	2006	2608	3009	RANGE E	N	N	Y
9	1514	8	A/E/ATT I-C	1823	2371	2736	RANGE C	N	N	Y
9	1513	1	A/E/ATT II-A	2445	3179	3668	RANGE A	N	N	Y
9	1513	6	A/E/ATT II-E	2241	2914	3362	RANGE E	N	N	Y
9	1513	8	A/E/ATT II-C	2038	2649	3057	RANGE C	N	N	Y
9	852	0	BC ENGR 10/12	3757	4883	5634		E	N	N
9	851	0	BC ENGR 11/12	4132	5372	6198		E	N	N
9	850	0	BC ENGR -12MO	4508	5860	6761		E	N	N
9	301	1	CMA APA-A	4164	5413	6246	RANGE A	N	N	Y
9	301	6	CMA APA-E	3817	4962	5726	RANGE E	N	N	Y
9	301	8	CMA APA-C	3470	4511	5205	RANGE C	N	N	Y
9	300	1	CMA SSA-A	3463	4503	5196	RANGE A	N	N	Y
9	300	6	CMA SSA-E	3174	4128	4763	RANGE E	N	N	Y
9	300	8	CMA SSA-C	2886	3753	4330	RANGE C	N	N	Y
9	302	1	CMA SAO I-NC	3129	4068	4693	NON-CRUISE	N	N	Y
9	302	3	CMA SAO I-CR	3570	4640	5355	CRUISE	N	N	Y
9	303	1	CMA SAO II-NC	3463	4503	5196	NON-CRUISE	N	N	Y
9	303	3	CMA SAO II-CR	3951	5137	5927	CRUISE	N	N	Y
9	648	1	CROP TECH IA	2937	3818	4406	RANGE A	O	N	Y
9	648	6	CROP TECH IE	2692	3500	4039	RANGE E	O	N	Y
9	648	8	CROP TECH IC	2448	3182	3672	RANGE C	O	N	Y
9	651	1	CROP TECH IIA	3219	4185	4829	RANGE A	O	N	Y
9	651	6	CROP TECH IIE	2951	3836	4427	RANGE E	O	N	Y
9	651	8	CROP TECH IIC	2683	3488	4024	RANGE C	O	N	Y
9	6970	1	DIVE SAF OF-A	3835	4985	5753	RANGE A	E	N	N
9	6970	6	DIVE SAF OF-E	3515	4570	5274	RANGE E	E	N	N
9	6970	8	DIVE SAF OF-C	3196	4154	4794	RANGE C	E	N	N
9	7000	1	EQ MTN ASST-A	2776	3609	4165	RANGE A	N	N	Y
9	7000	6	EQ MTN ASST-E	2545	3308	3818	RANGE E	N	N	Y
9	7000	8	EQ MTN ASST-C	2313	3008	3471	RANGE C	N	N	Y
9	442	1	EQSYSP-10/12F	2193	2851	3289	FOUNDATION	N	N	Y
9	442	2	EQSYSP-10/12C	2580	3419	4259	CAREER	N	N	Y
9	442	3	EQSYSP-10/12E	3225	4193	4838	EXPERT	N	N	Y
9	441	1	EQSYSP-11/12F	2412	3136	3618	FOUNDATION	N	N	Y
9	441	2	EQSYSP-11/12C	2838	3761	4685	CAREER	N	N	Y
9	441	3	EQSYSP-11/12E	3548	4612	5321	EXPERT	N	N	Y
9	440	1	EQSYSP-12F	2631	3421	3947	FOUNDATION	N	N	Y
9	440	2	EQSYSP-12C	3096	4103	5111	CAREER	N	N	Y
9	440	3	EQSYSP-12E	3870	5031	5805	EXPERT	N	N	Y
9	7002	1	ET IA,E/M	3034	3944	4551	RANGE A	N	N	Y
9	7002	6	ET IE,E/M	2781	3615	4172	RANGE E	N	N	Y
9	7002	8	ET IC,E/M	2528	3287	3793	RANGE C	N	N	Y

CSU Salary Schedule
Effective July 1, 2005

BU	Class	Range	Abbreviated Title	Min	SSI Max	Max	Range Title	FLSA	SISA	Shift Diff
9	7003	1	ET IA,ELEC	3034	3944	4551	RANGE A	N	N	Y
9	7003	6	ET IE,ELEC	2781	3615	4172	RANGE E	N	N	Y
9	7003	8	ET I,ELEC	2528	3287	3793	RANGE C	N	N	Y
9	7001	1	ET IA,MECH	3034	3944	4551	RANGE A	N	N	Y
9	7001	6	ET IE,MECH	2781	3615	4172	RANGE E	N	N	Y
9	7001	8	ET IC,MECH	2528	3287	3793	RANGE C	N	N	Y
9	7004	1	ET IA,S/E	3034	3944	4551	RANGE A	N	N	Y
9	7004	6	ET IE,S/E	2781	3615	4172	RANGE E	N	N	Y
9	7004	8	ET IC,S/E	2528	3287	3793	RANGE C	N	N	Y
9	7012	1	ET IIA,E/M	3325	4322	4987	RANGE A	N	N	Y
9	7012	6	ET IIE,E/M	3048	3962	4571	RANGE E	N	N	Y
9	7012	8	ET IIC,E/M	2771	3602	4156	RANGE C	N	N	Y
9	7013	1	ET IIA,ELEC	3325	4322	4987	RANGE A	N	N	Y
9	7013	6	ET IIE,ELEC	3048	3962	4571	RANGE E	N	N	Y
9	7013	8	ET IIC,ELEC	2771	3602	4156	RANGE C	N	N	Y
9	7011	1	ET IIA,MECH	3325	4322	4987	RANGE A	N	N	Y
9	7011	6	ET IIE,MECH	3048	3962	4571	RANGE E	N	N	Y
9	7011	8	ET IIC,MECH	2771	3602	4156	RANGE C	N	N	Y
9	7014	1	ET IIA,S/E	3325	4322	4987	RANGE A	N	N	Y
9	7014	6	ET IIE,S/E	3048	3962	4571	RANGE E	N	N	Y
9	7014	8	ET IIC,S/E	2771	3602	4156	RANGE C	N	N	Y
9	7022	1	ET IIIA, E/M	3645	4739	5468	RANGE A	N	N	Y
9	7022	6	ET IIIE, E/M	3341	4344	5012	RANGE E	N	N	Y
9	7022	8	ET IIIC, E/M	3038	3949	4557	RANGE C	N	N	Y
9	7023	1	ET IIIA, ELEC	3645	4739	5468	RANGE A	N	N	Y
9	7023	6	ET IIIE, ELEC	3341	4344	5012	RANGE E	N	N	Y
9	7023	8	ET IIIC, ELEC	3038	3949	4557	RANGE C	N	N	Y
9	7021	1	ET IIIA, MECH	3645	4739	5468	RANGE A	N	N	Y
9	7021	6	ET IIIE, MECH	3341	4344	5012	RANGE E	N	N	Y
9	7021	8	ET IIIC, MECH	3038	3949	4557	RANGE C	N	N	Y
9	7024	1	ET IIIA, S/E	3645	4739	5468	RANGE A	N	N	Y
9	7024	6	ET IIIE, S/E	3341	4344	5012	RANGE E	N	N	Y
9	7024	8	ET IIIC, S/E	3038	3949	4557	RANGE C	N	N	Y
9	638	1	FARM LABR-A	2223	2890	3335	RANGE A	O	N	N
9	638	6	FARM LABR-E	2038	2649	3057	RANGE E	O	N	N
9	638	8	FARM LABR-C	1853	2408	2779	RANGE C	O	N	N
9	627	1	FARM SUP IA	3372	4383	5058	RANGE A	E	N	N
9	627	6	FARM SUP IE	3091	4018	4637	RANGE E	E	N	N
9	627	8	FARM SUP IC	2810	3653	4215	RANGE C	E	N	N
9	5330	1	FED PRG COR-A	3612	4696	5419	RANGE A	E	N	N
9	5330	6	FED PRG COR-E	3311	4305	4967	RANGE E	E	N	N
9	5330	8	FED PRG COR-C	3010	3913	4516	RANGE C	E	N	N
9	687	1	FEEDMILL OP-A	3219	4185	4829	RANGE A	O	N	N
9	687	6	FEEDMILL OP-E	2951	3836	4427	RANGE E	O	N	N
9	687	8	FEEDMILL OP-C	2683	3488	4024	RANGE C	O	N	N
9	8832	0	F/A ENGR10/12	2641	3434	3963		N	N	N
9	8831	0	F/A ENGR11/12	2905	3778	4359		N	N	N
9	8830	0	F/A ENGR-12MO	3169	4121	4755		N	N	N

CSU Salary Schedule
Effective July 1, 2005

BU	Class	Range	Abbreviated Title	Min	SSI Max	Max	Range Title	FLSA	SISA	Shift Diff
9	6960	1	FSH HCH MGR-A	3325	4322	4987	RANGE A	E	N	N
9	6960	6	FSH HCH MGR-E	3048	3962	4571	RANGE E	E	N	N
9	6960	8	FSH HCH MGR-C	2771	3602	4156	RANGE C	E	N	N
9	7512	1	GLASSBLOWER-A	3680	4784	5520	RANGE A	N	N	Y
9	7512	6	GLASSBLOWER-E	3373	4385	5060	RANGE E	N	N	Y
9	7512	8	GLASSBLOWER-C	3067	3987	4600	RANGE C	N	N	Y
9	822	1	GRDSNR10/12/1	2456	3193	3684	DESIGNER I	N	N	Y
9	822	2	GRDSNR10/12/2	2831	3680	4247	DESIGNER II	N	N	Y
9	822	3	GRDSNR10/12/3	3126	4064	4689	DESIGNER III	N	N	Y
9	821	1	GRDSNR11/12/1	2701	3512	4053	DESIGNER I	N	N	Y
9	821	2	GRDSNR11/12/2	3114	4048	4671	DESIGNER II	N	N	Y
9	821	3	GRDSNR11/12/3	3438	4471	5158	DESIGNER III	N	N	Y
9	820	1	GRDSNR-12/1	2947	3831	4421	DESIGNER I	N	N	Y
9	820	2	GRDSNR-12/2	3397	4416	5096	DESIGNER II	N	N	Y
9	820	3	GRDSNR-12/3	3751	4877	5627	DESIGNER III	N	N	Y
9	422	1	ITC-10/12F	2643	3432	4219	FOUNDATION	N	N	Y
9	422	2	ITC-10/12C	3330	5073	6816	CAREER	E	N	N
9	422	3	ITC-10/12E	4759	6200	7641	EXPERT	E	N	N
9	421	1	ITC-11/12F	2908	3775	4641	FOUNDATION	N	N	Y
9	421	2	ITC-11/12C	3663	5581	7497	CAREER	E	N	N
9	421	3	ITC-11/12E	5235	6820	8405	EXPERT	E	N	N
9	420	1	ITC-12F	3172	4118	5063	FOUNDATION	N	N	Y
9	420	2	ITC-12C	3996	6088	8179	CAREER	E	N	N
9	420	3	ITC-12E	5711	7440	9169	EXPERT	E	N	N
9	1577	1	I/S ASST IA	2188	2845	3283	RANGE A	N	N	Y
9	1577	6	I/S ASST IE	2006	2608	3009	RANGE E	N	N	Y
9	1577	8	I/S ASST IC	1823	2371	2736	RANGE C	N	N	Y
9	1578	1	I/S ASST IIA	2445	3179	3668	RANGE A	N	N	Y
9	1578	6	I/S ASST IIE	2241	2914	3362	RANGE E	N	N	Y
9	1578	8	I/S ASST IIC	2038	2649	3057	RANGE C	N	N	Y
9	1579	1	I/S ASST IIIA	2776	3609	4165	RANGE A	N	N	Y
9	1579	6	I/S ASST IIIE	2545	3308	3818	RANGE E	N	N	Y
9	1579	8	I/S ASST IIIC	2313	3008	3471	RANGE C	N	N	Y
9	1615	1	I/S TECH IA	3034	3944	4551	RANGE A	N	N	Y
9	1615	6	I/S TECH IE	2781	3615	4172	RANGE E	N	N	Y
9	1615	8	I/S TECH IC	2528	3287	3793	RANGE C	N	N	Y
9	1617	1	I/S TECH IIA	3325	4322	4987	RANGE A	N	N	Y
9	1617	6	I/S TECH IIE	3048	3962	4571	RANGE E	N	N	Y
9	1617	8	I/S TECH IIC	2771	3602	4156	RANGE C	N	N	Y
9	1619	1	I/S TCH IIIA	3645	4739	5468	RANGE A	N	N	Y
9	1619	6	I/S TCH IIIE	3341	4344	5012	RANGE E	N	N	Y
9	1619	8	I/S TCH IIIC	3038	3949	4557	RANGE C	N	N	Y
9	7170	1	INTRPRTR IA	1755	3817	5877	RANGE A	N	N	Y
9	7170	6	INTRPRTR IE	1609	3499	5387	RANGE E	N	N	Y
9	7170	8	INTRPRTR IC	1463	3181	4898	RANGE C	N	N	Y
9	7165	0	INTRPRT I AY	1148	2496	3843		N	N	Y

CSU Salary Schedule
Effective July 1, 2005

BU	Class	Range	Abbreviated Title	Min	SSI Max	Max	Range Title	FLSA	SISA	Shift Diff
9	7169	1	INTERPRTR IIA	4204	5481	6758	RANGE A	N	N	Y
9	7169	2	INTERPRTR IIB	4824	6302	7780	RANGE B	N	N	Y
9	7169	6	INTRPRTR IIE	3854	5024	6195	RANGE E	N	N	Y
9	7169	7	INTRPRTR IIF	4422	5777	7132	RANGE F	N	N	Y
9	7169	8	INTRPRTR IIC	3503	4568	5632	RANGE C	N	N	Y
9	7169	9	INTRPRTR IID	4020	5252	6483	RANGE D	N	N	Y
9	7166	1	INTRPRT IIAAY	2749	3584	4419	RANGE A	N	N	Y
9	7166	2	INTRPRT IIBAY	3154	4121	5087	RANGE B	N	N	Y
9	7168	1	INTRPRTR LDA	4414	6292	8169	RANGE A	N	N	Y
9	7168	6	INTRPRTR LDE	4046	5768	7488	RANGE E	N	N	Y
9	7168	8	INTRPRTR LDC	3678	5243	6808	RANGE C	N	N	Y
9	7167	0	INTRPRTR LDAY	2886	4115	5341		N	N	Y
9	7888	1	LAB AST I-A	1965	2555	2948	RANGE A	N	N	Y
9	7888	6	LAB AST I-E	1801	2342	2702	RANGE E	N	N	Y
9	7888	8	LAB AST I-C	1638	2129	2457	RANGE C	N	N	Y
9	7879	1	LAB AST II-A	2108	2741	3162	RANGE A	N	N	Y
9	7879	6	LAB AST II-E	1932	2513	2899	RANGE E	N	N	Y
9	7879	8	LAB AST II-C	1757	2284	2635	RANGE C	N	N	Y
9	3810	1	SERIALS ED-A	4513	5867	6770	RANGE A	E	N	N
9	3810	6	SERIALS ED-E	4137	5378	6206	RANGE E	E	N	N
9	3810	8	SERIALS ED-C	3761	4889	5642	RANGE C	E	N	N
9	663	1	LVSTK TCH IA	2937	3818	4406	RANGE A	O	N	N
9	663	6	LVSTK TCH IE	2692	3500	4039	RANGE E	O	N	N
9	663	8	LVSTK TCH IC	2448	3182	3672	RANGE C	O	N	N
9	666	1	LVSTK TCH IIA	3219	4185	4829	RANGE A	O	N	N
9	666	6	LVSTK TCH IIE	2951	3836	4427	RANGE E	O	N	N
9	666	8	LVSTK TCH IIC	2683	3488	4024	RANGE C	O	N	N
9	812	1	MEPRSP10/12/1	2226	2874	3523	SPECIALIST I	N	N	Y
9	812	2	MEPRSP10/12/2	2678	3480	4014	SPECIALIST II	N	N	Y
9	812	3	MEPRSP10/12/3	3126	4064	4689	SPECIALIST III	E	N	N
9	811	1	MEPRSP11/12/1	2448	3162	3875	SPECIALIST I	N	N	Y
9	811	2	MEPRSP11/12/2	2945	3828	4416	SPECIALIST II	N	N	Y
9	811	3	MEPRSP11/12/3	3438	4471	5158	SPECIALIST III	E	N	N
9	810	1	MEPRSP-12/1	2671	3449	4227	SPECIALIST I	N	N	Y
9	810	2	MEPRSP-12/2	3213	4176	4817	SPECIALIST II	N	N	Y
9	810	3	MEPRSP-12/3	3751	4877	5627	SPECIALIST III	E	N	N
9	432	1	NETANL-10/12F	2643	3432	4219	FOUNDATION	N	N	Y
9	432	2	NETANL-10/12C	3330	5073	6816	CAREER	E	N	N
9	432	3	NETANL-10/12E	4759	6200	7641	EXPERT	E	N	N
9	431	1	NETANL-11/12F	2908	3775	4641	FOUNDATION	N	N	Y
9	431	2	NETANL-11/12C	3663	5581	7497	CAREER	E	N	N
9	431	3	NETANL-11/12E	5235	6820	8405	EXPERT	E	N	N
9	430	1	NETANL-12F	3172	4118	5063	FOUNDATION	N	N	Y
9	430	2	NETANL-12C	3996	6088	8179	CAREER	E	N	N
9	430	3	NETANL-12E	5711	7440	9169	EXPERT	E	N	N
9	706	1	NURSRY TH IA	2697	3506	4045	RANGE A	N	N	Y
9	706	6	NURSRY TH IE	2472	3214	3708	RANGE E	N	N	Y
9	706	8	NURSRY TH IC	2248	2922	3371	RANGE C	N	N	Y

CSU Salary Schedule
Effective July 1, 2005

BU	Class	Range	Abbreviated Title	Min	SSI Max	Max	Range Title	FLSA	SISA	Shift Diff
9	703	1	NURSRY TH IIA	2937	3818	4406	RANGE A	N	N	Y
9	703	6	NURSRY TH IIE	2692	3500	4039	RANGE E	N	N	Y
9	703	8	NURSRY TH IIC	2448	3182	3672	RANGE C	N	N	Y
9	412	1	OSA-10/12F	2643	3432	4219	FOUNDATION	N	N	Y
9	412	2	OSA-10/12C	3330	5073	6816	CAREER	E	N	N
9	412	3	OSA-10/12E	4759	6200	7641	EXPERT	E	N	N
9	411	1	OSA-11/12F	2908	3775	4641	FOUNDATION	N	N	Y
9	411	2	OSA-11/12C	3663	5581	7497	CAREER	E	N	N
9	411	3	OSA-11/12E	5235	6820	8405	EXPERT	E	N	N
9	410	1	OSA-12F	3172	4118	5063	FOUNDATION	N	N	Y
9	410	2	OSA-12C	3996	6088	8179	CAREER	E	N	N
9	410	3	OSA-12E	5711	7440	9169	EXPERT	E	N	N
9	452	1	OPSPEC-10/12F	1850	2406	2776	FOUNDATION	N	N	Y
9	452	2	OPSPEC-10/12C	2115	2798	3481	CAREER	N	N	Y
9	452	3	OPSPEC-10/12E	2960	3848	4440	EXPERT	N	N	Y
9	451	1	OPSPEC-11/12F	2035	2646	3053	FOUNDATION	N	N	Y
9	451	2	OPSPEC-11/12C	2327	3077	3829	CAREER	N	N	Y
9	451	3	OPSPEC-11/12E	3256	4233	4884	EXPERT	N	N	Y
9	450	1	OPSPEC-12F	2220	2887	3331	FOUNDATION	N	N	Y
9	450	2	OPSPEC-12C	2538	3357	4177	CAREER	N	N	Y
9	450	3	OPSPEC-12E	3552	4618	5328	EXPERT	N	N	Y
9	7931	0	PER DIEM N-TL	13.07	0	57.9		N	N	Y
9	842	1	PATECH10/12/1	2456	3193	3684	TECHNICIAN I	N	N	Y
9	842	2	PATECH10/12/2	2658	3455	3987	TECHNICIAN II	N	N	Y
9	842	3	PATECH10/12/3	2831	3680	4247	TECHNICIAN III	N	N	Y
9	841	1	PATECH11/12/1	2701	3512	4053	TECHNICIAN I	N	N	Y
9	841	2	PATECH11/12/2	2923	3801	4385	TECHNICIAN II	N	N	Y
9	841	3	PATECH11/12/3	3114	4048	4671	TECHNICIAN III	N	N	Y
9	840	1	PATECH-12MO/1	2947	3831	4421	TECHNICIAN I	N	N	Y
9	840	2	PATECH-12MO/2	3189	4146	4784	TECHNICIAN II	N	N	Y
9	840	3	PATECH-12MO/3	3397	4416	5096	TECHNICIAN III	N	N	Y
9	5151	1	PERSNL ASST-A	2837	3688	4256	RANGE A	N	N	Y
9	5151	6	PERSNL ASST-E	2601	3381	3901	RANGE E	N	N	Y
9	5151	8	PERSNL ASST-C	2364	3073	3547	RANGE C	N	N	Y
9	6950	1	PIANO TH I-A	3034	3944	4551	RANGE A	N	N	Y
9	6950	6	PIANO TH I-E	2781	3615	4172	RANGE E	N	N	Y
9	6950	8	PIANO TH I-C	2528	3287	3793	RANGE C	N	N	Y
9	6951	1	PIANO TH II-A	3325	4322	4987	RANGE A	N	N	Y
9	6951	6	PIANO TH II-E	3048	3962	4571	RANGE E	N	N	Y
9	6951	8	PIANO TH II-C	2771	3602	4156	RANGE C	N	N	Y
9	6726	1	PLANNER-A	3570	4640	5355	RANGE A	N	N	Y
9	6726	6	PLANNER-E	3273	4253	4909	RANGE E	N	N	Y
9	6726	8	PLANNER-C	2975	3867	4463	RANGE C	N	N	Y
9	697	1	POULTRY TCH-A	3081	4004	4621	RANGE A	N	N	Y
9	697	6	POULTRY TCH-E	2824	3670	4236	RANGE E	N	N	Y
9	697	8	POULTRY TCH-C	2568	3337	3851	RANGE C	N	N	Y
9	802	1	PA/CS-10/12/1	2226	2893	3338	SPECIALIST I	N	N	Y
9	802	2	PA/CS-10/12/2	2678	3480	4014	SPECIALIST II	E	N	N
9	802	3	PA/CS-10/12/3	3126	4064	4689	SPECIALIST III	E	N	N

CSU Salary Schedule
Effective July 1, 2005

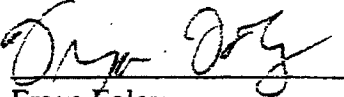
BU	Class	Range	Abbreviated Title	Min	SSI Max	Max	Range Title	FLSA	SISA	Shift Diff
9	801	1	PA/CS-11/12/1	2448	3183	3671	SPECIALIST I	N	N	Y
9	801	2	PA/CS-11/12/2	2945	3828	4416	SPECIALIST II	E	N	N
9	801	3	PA/CS-11/12/3	3438	4471	5158	SPECIALIST III	E	N	N
9	800	1	PA/CS-12MO/1	2671	3472	4005	SPECIALIST I	N	N	Y
9	800	2	PA/CS-12MO/2	3213	4176	4817	SPECIALIST II	E	N	N
9	800	3	PA/CS-12MO/3	3751	4877	5627	SPECIALIST III	E	N	N
9	3801	1	RAD SFTY OF-A	4598	5979	6898	RANGE A	E	N	N
9	3801	6	RAD SFTY OF-E	4215	5481	6323	RANGE E	E	N	N
9	3801	8	RAD SFTY OF-C	3832	4983	5748	RANGE C	E	N	N
9	5683	1	RSCH TECH IA	2837	3688	4256	RANGE A	N	N	Y
9	5683	6	RSCH TECH IE	2601	3381	3901	RANGE E	N	N	Y
9	5683	8	RSCH TECH IC	2364	3073	3547	RANGE C	N	N	Y
9	5681	1	RSCH TECH IIA	3401	4422	5102	RANGE A	N	N	Y
9	5681	6	RSCH TECH IIE	3118	4054	4677	RANGE E	N	N	Y
9	5681	8	RSCH TECH IIC	2834	3685	4252	RANGE C	N	N	Y
9	5680	1	RSCH TCH IIIA	4091	5318	6137	RANGE A	E	N	N
9	5680	6	RSCH TCH IIIE	3750	4875	5626	RANGE E	E	N	N
9	5680	8	RSCH TCH IIIC	3409	4432	5114	RANGE C	E	N	N
9	6725	1	SR PLANNER-A	3773	4905	5659	RANGE A	E	N	N
9	6725	6	SR PLANNER-E	3459	4496	5187	RANGE E	E	N	N
9	6725	8	SR PLANNER-C	3144	4088	4716	RANGE C	E	N	N
9	2572	1	S&F UTL OFR-A	4491	5839	6737	RANGE A	E	N	N
9	2572	6	S&F UTL OFR-E	4117	5352	6176	RANGE E	E	N	N
9	2572	8	S&F UTL OFR-C	3743	4866	5614	RANGE C	E	N	N
9	5250	1	SPC AST,EOP-A	3730	4849	5595	RANGE A	E	N	N
9	5250	6	SPC AST,EOP-E	3419	4445	5129	RANGE E	E	N	N
9	5250	8	SPC AST,EOP-C	3108	4041	4663	RANGE C	E	N	N
9	1521	0	TECH TRNE	1106	1572	2036		N	N	Y
9	862	1	VR SP-10/12/1	2326	3026	3493	SPECIALIST I	N	N	Y
9	862	2	VR SP-10/12/2	2658	3455	3987	SPECIALIST II	N	N	Y
9	861	1	VR SP-11/12/1	2558	3328	3842	SPECIALIST I	N	N	Y
9	861	2	VR SP-11/12/2	2923	3801	4385	SPECIALIST II	N	N	Y
9	860	1	VR SP-12/1	2791	3631	4191	SPECIALIST I	N	N	Y
9	860	2	VR SP-12/2	3189	4146	4784	SPECIALIST II	N	N	Y

Letter of Understanding

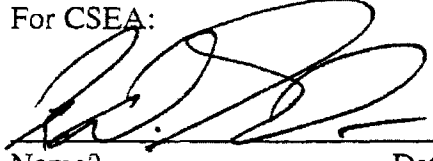
Between CSEA and CSU

- 1) The parties agree that Human Resources will initiate a review during fiscal year 2001/02 of the Classification and Qualification Standards for the following classifications:
 - Custodian (class code 2010)
 - Lead Custodian (class code 2015)
 - Laborer (class code 6223)
 - Maintenance and Laborer Trainee (class code 0104)
- 2) The parties agree that upon completion of the review outlined above, draft revised Classification and Qualification Standards, if any, will be forwarded to CSEA. Any new classification standards developed as a result of this review will also be forwarded to CSEA.
- 3) In accordance with Article 17.12 of the current Collective Bargaining Agreement and any rights which may exist under law, the Union may request the University meet and confer on the impact of the implementation of any such newly established bargaining unit classification(s).

For the CSU:

 6/28/01
Freya Foley Date

For CSEA:

 6/28/01
Name? Date

❖ SIDELETTERS ❖

CUSTODIAL LABOR-MANAGEMENT COMMITTEE

Within ninety (90) days of ratification, the parties agree to form the Custodial Labor Management Committee (CLMC) to assess and provide recommendations to their respective ~~constituents bargaining teams~~ on topics including, but not limited to, custodial square footage, cleaning levels, cleaning methods, equipment, workload, performance expectations, space considerations, industrial standards, best practices, absenteeism and incentives/rewards.

Such recommendations shall be forwarded within six (6) ~~seven (7)~~ months of the Committee's first meeting to the respective constituencies, and those recommendations within the scope of representation shall be subject to Meet and Confer.

The CLMC shall be composed of twelve (12) voting members, six (6) selected by the CSEA, and six (6) selected by the CSU.

- a. Two co-chairs of the CLMC shall be selected, one from the voting members of each party.
- b. The CLMC shall operate by consensus.

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

T/A
[Signature] 6/28/01
[Signature] 6/28/01

MEMORANDUM OF UNDERSTANDING
SALARY RANGE ADJUSTMENTS FOR CSEA CLASSES

The parties agree to increase the salary rate by the amount stated for the classifications listed in Table A.

TABLE A

Class Code	Class Title	Barg Unit	Current Minimum	Proposed Minimum
0104	Maintenance & Laborer Trainee	5	\$965/month or \$5.57/hour	\$1084/month or \$6.25/hour
1120	Clerical Trainee	7	\$965/month or \$5.57/hour	\$1084/month or \$6.25/hour
1521	Technical Trainee	9	\$961/month or \$5.54/hour	\$1084/month or \$6.25/hour

For the CSU:

Freya Foley *6/21/02*
 Freya Foley Date

For CSEA:

Teven Laxer *21/June/2002*
 Teven Laxer Date

SIDE LETTER
REJECTION DURING PROBATION COMPLAINT APPEALS PROCESS

1. This Side Letter shall govern the process applicable to employee complaints concerning decisions to reject during probation which are filed pursuant to provision 9.35 of the parties' 2002-2005 Collective Bargaining Agreement.
2. Appeals of the decision to reject during probation shall be filed at Level III of the Complaint Procedure within fourteen (14) days of the written notice of the rejection during probation. Said appeals may be filed by an eligible employee, or the Union on his/her behalf, and signed by the rejected employee.

By mutual agreement of the parties, the Level III and/or Level IV meeting and response may be waived.

Unresolved Level IV complaint appeals may be submitted to expedited binding mediation by filing a request to the Office of the Chancellor, with a copy filed with the Director of Human Resources at the rejected employee's campus.

3. The scheduling of the one (1) hearing date per month for the hearing of cases (as provided in provision 9.35), as well as the specific hearing time shall be by mutual agreement between the CSU, the CSEA and the State Mediation and Conciliation Service (SMCS). The hearing shall take place at the campus of the rejected employee. By mutual agreement, the CSU, the CSEA and SMCS may schedule more than one hearing date in a month. The SMCS shall determine which of its mediators shall be assigned to hear cases on a particular hearing date.
4. Hearings shall be informal and the formal rules of evidence shall not apply. The mediator will determine which party, if any, is the moving party and has the burden of proof. The order of hearing shall be as follows:

Opening Statement by CSU
Opening Statement by CSEA
Presentation of Circumstances of Rejection of Employee by CSU
Presentation of Allegations (per provision 9.35) by CSEA
Rebuttal presentation by CSU
Closing Statement by CSEA
Closing Statement by CSU

Witnesses may be called by the CSEA or the CSU. Witnesses may testify in person or by telephone. Witnesses may be cross-examined by the other party. Relevant documents may also be admitted into evidence. There shall be no stenographic transcript or briefs. The record of the proceeding shall consist of the exhibits admitted into evidence and the notes or tape recording, if any, kept by the mediator.

5. Each party shall bear the expense of preparing and presenting its own case, including representative and witness fees, and expenses. Release time shall be authorized pursuant to the provisions of Article 8.
6. The SMCS mediator shall render a written decision in accordance with provision 9.35 no later than fourteen (14) days following submission of the case. The campus, the Union representative and the rejected employee shall be noticed concurrently with a copy of the decision by the mediator. If the decision to reject during probation is revoked by the SMCS mediator, the rejected employee shall return to work as directed by the CSU within ten (10) days following the campus' receipt of the mediator's written decision. The notice to return to work from the campus shall be sent to the rejected employee via express mail to the last address provided to the campus. Upon the employee's return to work, the employee shall be retroactively placed on leave without pay status for the period between the rejection during probation and the employee's return to work and the employee shall resume probationary status for the remainder of the employee's probationary period. No service credit toward completion of the probationary period shall be awarded for the period of time the employee was placed on leave without pay status.
7. The SMCS mediator shall not have the power to issue subpoenas or administer oaths. The SMCS mediator shall rule on the specific complaint pursuant to provision 9.35 concerning the decision to reject during probation and no other matter, including claims the CSU violated the Agreement. The SMCS mediator's decision shall be subject to limitations specified in provisions 7.22a. – 7.22d. The decision of the SMCS mediator shall not be a precedent for another case or purpose.
8. Disputes concerning interpretation and application of this Side Letter shall be resolved by the SMCS mediator.
9. The decision of the SMCS mediator shall be final and binding on the CSU, the employee and CSEA. A decision of the SMCS mediator is subject to an action to confirm, vacate or correct in a court of competent jurisdiction in the same manner and on the same grounds as if the decision was made by an arbitrator under the parties' Agreement.

For The California State University: For California State Employees' Association:

Joel L. Block
Manager, Labor Relations

Teven Laxer
CSEA/CSU Chief Negotiator

Hubert Lloyd
CSEA Deputy Director for Representation

June 5, 2003

Memorandum of Understanding
Maternity/Paternity/Adoption Leave

August 9, 2004
Tentative Agreement

This Memorandum of Understanding amends Article 15, Section 15.35 of the CSEA-CSU's 2002-2005 Collective Bargaining Agreement as follows:

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 taken consecutively, unless mutually-agreed otherwise by the employee and the appropriate administrator. Maternity, paternity, adoption leave is normally taken in daily increments. Such leave shall be in addition to available sick leave and vacation under Article 14. Paid maternity/paternity/adoption leave runs concurrently with any other related leaves for which the employee is eligible.

For the CSEA

Steven L. Laxer

Date: *9 August 2004*

For the CSU

Joel Block

Date: *8/9/04*

Memorandum of Understanding

Labor Management Committee
Transportation Benefit Programs,
Amount of MSI Awards, and Tax Implications

August 9, 2004
Tentative Agreement

1. In accordance with the provisions of Article 27, the parties agree to establish and participate in a Systemwide Labor Management Committee (LMC) during Fiscal Year 2004/2005 for the purpose of discussing Section 20.20 (d) dealing with the MSI amount given to employees with the same overall performance rating, Transportation Benefit Programs, and tax implications of compensation and benefits programs and other issues mutually agreed upon.
2. The LMC will consist of six (6) representatives from each party.
3. The LMC shall meet at locations, dates and times to be determined by mutual agreement of CSEA and CSU.
4. The LMC shall convene its first meeting within thirty (30) days of the ratification of this side letter. Thereafter, the LMC shall meet at least monthly.
5. The LMC shall issue periodic reports to the parties' chief negotiators. No later than January 10, 2005, the LMC shall issue a report on Transportation Benefits. No later than April 4, 2005, the LMC shall issue a report on provision in Section 20.20 (d) dealing with the MSI amount given to employees with the same overall performance rating. No later than June 6, 2005, the LMC shall issue a report on the tax implications of compensation and benefits programs.

For the CSEA

Steven Carter

Date: *9 August 2004*

For the CSU

Jed Block

Date: *8/9/04*



THE CALIFORNIA STATE UNIVERSITY

BAKERSFIELD • CHANNEL ISLANDS • CHICO • DOMINGUEZ HILLS • FRESNO • FULLERTON • HAYWARD • HUMBOLDT
 LONG BEACH • LOS ANGELES • MARITIME ACADEMY • MONTEREY BAY • NORTHBRIDGE • POMONA • SACRAMENTO • SAN
 BERNARDINO • SAN DIEGO • SAN FRANCISCO • SAN JOSE • SAN LUIS OBISPO • SAN MARCOS • SONOMA • STANISLAUS

OFFICE OF THE CHANCELLOR
HUMAN RESOURCES (562) 951-4400

FAX (562) 951-4890

Memorandum of Understanding
 California State University / California State Employees Association
 5.11(d) Release Time for FY 2002/03 and FY 2003/04

The parties agree that, upon ratification by the parties of their 2003 – 2006 Agreement, the CSU will waive its claim that CSEA exceeded its FY 2002/03 and FY 2003/04 5.11(d) release time entitlement by an estimated 90.25 days and any and all claims concerning CSEA over-usage of 5.11(d) time for FY 2002/03 and FY 2003/04.

Agreed:

For the California State University

Joel Block 8/9/04

 Joe L. Block Date
 Manager, Labor Relations

For California State Employees Association

Teven Laxer 9 August 2004

 Teven Laxer Date
 CSEA/CSU Chief Negotiator

SIDE LETTER OF AGREEMENT

CSU PART-TIME EMPLOYEE RETIREMENT PROGRAM

Proposal

Effective July 1, 2005, the Department of Personnel Administration's (DPA) *Savings Plus Program - Part-time/Seasonal/Temporary Retirement Plan (PST Plan)* will be the exclusive CSUEU part-time employee retirement program for employees who are not eligible to participate in the California Public Employees' Retirement System (CalPERS).

- CSUEU employees currently making contributions to the University of California Defined Contribution (UCDC) Plan will begin making contributions to the PST Plan beginning with the June 2005 pay period.
- New part-time, seasonal or temporary employees not CalPERS eligible will be enrolled automatically in the PST Plan any time on or after June 1, 2005 (June 2005 pay period).

Implementation Details

The following actions will be taken to commence full participation under the PST Plan:

1. Current CSUEU Active UCDC Plan Participants
 - All CSUEU employee contributions to the UCDC Plan will cease effective with the June 2005 pay period. Existing employee account balances will remain with the UCDC Plan. (See additional information below regarding status of inactive UCDC Plan accounts.)
 - New employee accounts will be established with the PST Plan for all employees who have been contributing to the UCDC Plan.
 - Effective with the June 2005 pay period, all employees will start contributing to the PST Plan.

Inactive Account Balances Remaining in the UCDC Plan

Employees will maintain two retirement plans – an active plan and an inactive plan. The PST Plan will be the “active” plan and will accept ongoing contributions effective the June 2005 pay period and later. The UCDC Plan will be the “inactive” plan and will maintain existing account balances until employees leave the CSU. Employees with “inactive” accounts may continue to invest their funds in available plan funding options. When employees separate from the CSU, they will have various distribution options available or may continue to leave their account balances with the UCDC Plan (if the account balances are at least \$2,000).

Note: Effective July 1, 2005, Fidelity Investments will become the UCDC Plan record keeper. Employees with “inactive” account balances in the UCDC Plan will be notified of this change and will begin to receive fund statements from Fidelity Investments.

2. New Employees Eligible for the CSU Part-Time Retirement Program – Hired on or after June 1, 2005

- CSUEU Employees, eligible to participate in the CSU part-time retirement program and hired on or after June 1, 2005, will automatically make contributions to the PST Plan.


Provision 21.30 of the collective bargaining agreement will be modified to read:

Part-time, seasonal, temporary and intermittent employees who do not otherwise participate in the Public Employees Retirement System will be included in the Part-Time/Seasonal/Temporary Retirement Plan (PST 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.

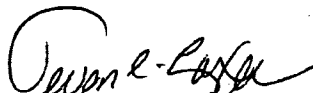
The CSUEU shall receive appropriate advance notice of any change to this Plan. In the case of termination of the Plan or revision of the employees' contribution rate, the CSUEU shall receive appropriate advance notice and the parties will meet and confer over the impact of such termination or revision.

For California State University:

For California State University Employees
Union:

 3/24/05

Samuel A. Strafaci Date
Assistant Vice Chancellor
Human Resources

 24 March 2005

Teven Laxer Date
Senior Labor Relations Representative

TA

SIDE LETTER OF AGREEMENT

2005-06 Market Equity Increases

Taven Luxe
9/21/2005
Shayna Bernath
9/21/05

The parties agree to market increases for the classifications listed below. The minimum, SSI maximum and maximum of the salary ranges and the individual salary rates of the incumbents will be increased by the percentage listed effective January 1, 2006.

Unit 2

<u>Class Code</u>	<u>Class Title</u>	<u>Market Equity %</u>
1140	Health Record Tech	4.0%
7926	Clinical Lab Tech II	4.0%
7927	Clinical Lab Tech I	4.0%
7976	Speech Pathologist	4.0%
7980	Physical Therapist I	4.0%
7981	Physical Therapist II	4.0%
7991	Pharmacist - 10	5.0%
7992	Pharmacist - 12	5.0%
7995	Radiologic Technologist I	4.0%
7996	Radiologic Technologist II	4.0%
7998	Radiologic Pro Spec	4.0%
8005	Sanitarian II	4.0%
8130	Nutritionist	4.0%
8134	Licensed Vocational Nurse	4.0%
8135	Clinical Aid I	4.0%
8136	Clinical Aid II	4.0%
8145	Health Educator Assistant	4.0%
8147	Health Educator	4.0%
8150	RN I - 10 mo	5.0%
8151	RN I - 12 mo	5.0%
8153	RN II - 10 mo	5.0%
8154	RN II - 12 mo	5.0%
8156	RN III - 10 mo.	5.0%
8157	RN III - 12 mo.	5.0%
8165	Nurse Practitioner - 10	4.0%
8166	Nurse Practitioner - 12	4.0%

Unit 5

<u>Class Code</u>	<u>Class Title</u>	<u>Market Equity %</u>
2010	Custodian	1%
2015	Lead Custodian	3%

Unit 7

<u>Class Code</u>	<u>Class Title</u>	<u>Market Equity %</u>
0830	Desktop Pub/Graphic Spec 12 mo	3.0%
0831	Desktop Pub/Graphic Spec 11/12	3.0%
0832	Desktop Pub/Graphic Spec 10/12	3.0%
1100	Payroll Tech I	3.0%
1101	Payroll Tech II	3.0%
1102	Payroll Tech III	3.0%
1416	Sr. Data Entry Operator	3.0%
1418	Data Entry Operator	3.0%
1471	Repro Sup I	3.0%
1472	Repro Asst.	3.0%
1549	Prop Clk II	3.0%
1550	Prop Clk I	3.0%
3023	Draft Tech I	3.0%
3024	Draft Tech II	3.0%
4791	Buyer I	3.0%
4792	Buyer II	3.0%
4793	Buyer II – Lead	3.0%
4794	Buyer III	3.0%
4795	Buyer III – Lead	3.0%
8800	Police Dispatcher – 12 Mo	3.0%
8801	Police Dispatcher – 11/12	3.0%
8802	Police Dispatcher – 10/12	3.0%

Unit 9

<u>Class Code</u>	<u>Class Title</u>	<u>Market Equity %</u>
1577	Instr Supp Asst I	3.0%
1578	Instr Supp Asst II	3.0%
1579	Instr Supp Asst III	3.0%
1615	Inst Supp Tech I	3.0%
1617	Inst Supp Tech II	3.0%
1619	Inst Supp Tech III	3.0%

3801	Rad Sfty Off	3.0%
5284	Assoc Budget Analyst	3.0%
5287	Asst Budget Analyst	3.0%
6970	Diving Safety Officer	3.0%
7000	Equip Mtn Asst	3.0%
7001	ET I, Mechanical	3.0%
7002	ET I, Electro-Mechanical	3.0%
7003	ET I, Electronic	3.0%
7004	ET I, Specialized Equipment	3.0%
7011	ET II, Mechanical	3.0%
7012	ET II, Electro-Mechanical	3.0%
7013	ET II, Electronic	3.0%
7014	ET II, Specialized Equipment	3.0%
7021	ET III, Mechanical	3.0%
7022	ET III, Electro-Mechanical	3.0%
7023	ET III, Electronic	3.0%
7024	ET III, Specialized Equipment	3.0%
7165	Interpreter I AY	3.0%
7166	Interpreter II AY	3.0%
7167	Ld Interpreter AY	3.0%
7168	Ld Interpreter	3.0%
7169	Interpreter II	3.0%
7170	Interpreter I	3.0%

Side Letter of Agreement

Provision 20.34

In accordance with provision 20.34, In-Range Progressions are awarded at the discretion of the President from campus funds. Campuses shall develop or revise guidelines and procedures for granting In-Range Progressions. In-Range Progressions ~~shall~~ may be granted for reasons that include:

- Assigned application of enhanced skill(s);
- Retention;
- Equity;
- Performance;
- Recognition of ~~substantive~~ new lead work or new project coordination functions given to an employee on an on-going basis by an appropriate administrator where the classification standard/series do not specifically list lead work as a typical duty or responsibility; and,
- Other salary related criteria.

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.

TA

Owen Luxu

9/21/2005

TA

Sharon Demuth

9/24/05

TA

Side Letter of Agreement

Enhanced 1959 Survivor Benefit (provision 21.26)

In February 2006, each campus will reimburse any employee with the 1959 Survivor Benefit the amount in excess of \$2.00 that the employee has contributed under provision 21.26 of the contract for periods worked between July 1, 2005 and December 31, 2005.

Should Government Code section 21582 not be amended to allow supersession of Government Code section 21581 by the collective bargaining agreement, each campus will reimburse any employee with the 1959 Survivor Benefit the amount in excess of \$2.00 per month that the employee has contributed under provision 21.26 until June 30, 2006, or until that statute is amended, which ever comes first. In addition, CSU and CSUEU commit to work together to make the necessary amendments to effectuate the change in statute.

For the CSU:

For the CSUEU:

Sharyn Abernatha
Sharyn Abernatha
9/21/05

Teven Laxer
Teven Laxer
9/21/2005

SIDE LETTER OF AGREEMENT

Bonus in Lieu of Shift Differential

The parties agree to pay Custodians and Lead Custodians who: (1) worked a regularly assigned shift between 6 pm and 6 am between July 1, 2004 and June 30, 2005; (2) worked at least six (6) months on a shift described in (1); (3) did not receive a shift differential; and (4) were active or on leave as of May 1, 2005. The bonus will be four percent (4%) of their gross wages for the period July 1, 2004 through June 30, 2005. It will be paid within ninety (90) days of ratification of this Agreement by all parties.

TA

Devon Laxon
9/21/2005

TA

Shawn Abemata
9/21/05

SIDE LETTER OF AGREEMENT

SALARY RANGE – LEAD CUSTODIANS

The parties agree that the minimum, SSI maximum, and maximum of the Salary Range for Lead Custodians will be increased as follows:

- July 1, 2005 – 2.075 % (GSI)
- January 1, 2006 – 3% plus \$150 to the range minimum and \$400 to the range maximum. The SSI maximum will be ~~the midpoint~~ ^{at 60%} of the new range.
la
- Pursuant to the Market Equity side agreement, Lead Custodians will receive a 3% market equity increase to their base pay effective January 1, 2006. If after the 3% market equity increase, the Lead Custodian's base pay is below the new salary range minimum, the Lead Custodian's base pay will be increased to the new salary range minimum.

Shayn Abematha

Owen L. Cox
27 Oct 2005

INDEX OF CONTENTS

11/12 pay plan 82
3/12 work schedule 49, 50, 52
9/80 work schedule 50, 52
absence 5, 8, 24, 25, 34-36, 38, 39, 42-45, 47, 75, 76, 82
Absence as a Witness 43
academic calendar 38, 84
academic year 24, 38, 78, 84, 94
Academic Year Pay plan 2
access 16, 21, 31, 32
access to information 16, 21
administrative costs 9
administrative review 34
administrator 1, 3, 7, 11, 12, 16, 17, 19-22, 27, 31, 32, 37-39, 41-43, 46-54, 71-77
adoption 44, 46
adverse personnel action 32
affirmative action 79, 81
Agreement 1-16, 18, 21, 28, 29, 31, 33, 41, 43, 46, 47, 52, 79, 82, 85, 86
American Arbitration Association 14
appeal 27, 28, 33, 35
appointment 2, 3, 23-26, 29, 31, 36, 38, 40, 47, 79, 81, 84
appropriate administrator 1, 3, 7, 12, 16, 17, 19-22, 27, 31, 32, 37-39, 41-43, 46-54, 71-77, 84
arbitrability 14
arbitration 13-16
arbitrator 14, 15
assignment 1, 3, 48, 52, 71-74, 77
attendance 32
automatic resignation 34, 35
back pay 14, 43
bargaining unit 1-3, 5, 7-11, 19, 23, 27, 29, 30, 40, 48, 49, 72, 77, 78
Bargaining Unit Council Chair 4
bargaining units 1, 7-9, 77
benefits 3, 38, 45, 47
bereavement 41, 42
break 9, 24-26, 45, 47, 80, 81
break in service 24-26, 45, 47, 81
bulletin boards 7, 23
calendar year 1, 38, 41, 75, 76, 84, 94, 95
call-back 43, 54
campus 2, 5-8, 10, 20, 23-25, 27-31, 34, 37-40, 42, 47, 52, 71-79, 81, 82, 84, 85
Campus Bargaining Unit Representatives 4, 7
campus closure 38
campus communication 6
campus disaster plans 78
campus labor management committee 84
campus mail 7
campus yearly calendar 38
campus-wide safety committee 77
campuswide policies 5

career development 72, 83
career development plan 74, 75
catastrophic illness 39
catastrophic leave 40
caucus 8
certificates 71
Chancellor 2, 4, 8, 9, 13, 15, 16, 20, 21, 23, 28, 49, 75, 78, 79, 81
change in position 25
Chapter Job Steward 4
Chapter President 4
Chapter Secretary/Treasurer 4
class 25, 26, 29, 47, 48, 75, 78-80, 82
class of equal rank 80
class of higher rank 80
classification 1-5, 7, 12, 19, 23-29, 45, 47-49, 53, 73, 74, 78-82, 100
Classification and Qualification Standards 27, 73
classification review 27, 28, 73
classification study 49
classifications 1, 3, 26, 27, 30, 49, 50, 78, 79, 82, 94, 95, 99, 100
clean-up 9, 51, 52
clean-up period 51, 52
clothing protection 76
collective bargaining 2, 6, 40
committee 77, 84, 85
communication 3, 7
compensation 2, 4, 9, 14, 27, 38-40, 43, 48, 52, 84
Compensatory Time Off (CTO) 53
complainant 18-22
complaint 17-22, 28
complaint procedure 21
compressed work schedule 38
concerted activity 10
confidential 1, 17, 22, 23, 32
confidentiality 16, 21
consecutive year 29, 30
consolidate grievances 16
consultant 5, 90, 98, 100
continuing education 71, 75, 76
continuous service 9, 36, 39, 80
contract out 5
contracting out 5
conversion 2
correction 32
correction of the record 32
corrective action 33
cost 5-7, 9, 15, 31, 53, 84, 86
cost analysis 5
court fees 43
court-subpoenaed witness 43, 44
cruise 2, 36, 38, 83, 84

cruise employee 2, 38, 83, 84
cruise year appointment 36, 84
CSEA 1-5, 8-10, 12, 13, 19, 21, 52, 77, 79, 85, 86
CSU 1-10, 15, 17-19, 23, 25, 29, 34, 39-45, 47, 49, 50, 52-54, 71, 73-76, 78, 79, 82, 85, 86
CTO 38, 39, 42, 43, 46, 52, 53, 84, 94, 95, 100
day 2, 4, 8, 9, 13, 23, 27-30, 34, 37-40, 43, 49, 50, 52, 73, 79, 80, 84
decision 5, 16, 20, 21, 27, 28, 31-34, 41, 50
deductions 9, 10, 44
department closure 42
Deputy Division Director 4
designee 2, 4, 8
disability 4, 40-42, 45, 46, 80
disciplinary action 31, 33, 34
discretion 5, 29, 34, 52, 54, 76, 84
discrimination 22, 28
displace 3, 5
Displacement 3, 5
Division Administrator 2
Division Director 4, 8
domestic partner 41, 42, 46, 74
draft evaluation 30
dues 10
duration 8, 9, 17, 22, 52, 73, 83
duties 1, 4, 23, 25, 26, 31, 41, 43, 47-49, 51, 52, 71, 94
earthquake 76
Education Code 35, 46
elder care 50
eligible employees 44
emergency 5, 23, 36, 37, 41, 50, 54, 76
emergency temporary appointment 23
employee 1-4, 7-11, 14, 15, 17-19, 22-54, 71-82, 84
employee development 72
employee status 47
Employer 1, 2, 5, 22, 34, 78, 86
entire agreement 5
Environmental Health and Safety Officer 77
evaluations 30, 31, 73
evaluator 30, 31
event 5, 11-13, 18-20, 46, 49, 76, 80
evidence 12, 14, 16, 20, 34
examination 23, 41
exclusive representative 10
exempt 9, 49, 50, 53, 94, 99, 100
exempt employee 9, 94
expert witnesses 43, 44
expiration 9, 10, 24, 40, 45-47, 86
Extended Work Hour Meal Allowance 53
facilities 2, 6
Fair Labor Standards Act (FLSA) 52
 \$ 94

family 39-42, 44-47, 50, 80
family care and medical leave 45-47
fee waiver 74, 75, 82
file 11-13, 16-23, 28, 30-33, 48, 71, 73, 75
fiscal year 3, 8, 40, 86
Flexible Work Hours 50
FLSA 52, 53, 94, 100
fringe benefits 45
full 94
full-time 2, 9, 24, 25, 28, 36, 38, 39, 44, 50, 74, 75, 80, 84
full-time Employee 2
Funeral Leave 42
Government Code 46
graveyard shift 8, 43
grievance 10-17, 28, 40
grievance form 12, 13
grievance preparation 17
grievance procedure 16, 28, 40
grievant 10-13, 16, 17, 28, 31, 33
hazardous condition 77
health and safety 20, 76, 77
hearing 14-17, 28
HEERA 1, 6, 52, 86
higher classification 26, 27, 47, 48
Higher Education Employer-Employee Relations Act 1
hire date 7
holiday 2, 37-39, 42, 43, 53, 84
holiday work compensation 39
holidays 37, 38, 46, 84
hourly rate 3, 25, 94
hours of work 43, 50
Human Resources 7, 10, 13, 23, 27, 31, 41, 71-74, 81, 83
IDL 25, 44
immediate family 40-42
immediate non 19
immediate non-bargaining unit supervisor 1, 11, 27, 72
impact 2, 5, 45, 49, 78
implementation 2, 5, 25, 26, 49, 52, 78
in-classification progression 3, 26, 27
in-range progression 3
incapacitated employee 40
incapacity 45
incidental pay 84
Industrial Disability Leave 25, 40, 44
informal level 11, 17, 19
information 5, 7, 12, 16, 21, 72, 78
information technology labor management committee 85
Injury and Illness Prevention Program 78
intermittent 3, 11, 18
intermittent employee 3, 11, 18

interview 34, 74
Intra-campus mail 6
investigatory interview 34
involuntary 5, 34
ITLMC 85
job clearinghouse 82
job line 23
job-related 23, 30, 74, 75
jurisdiction 6
jury duty 42, 43
layoff 3, 5, 42, 45, 49, 78-82
lead work assignment 3
leave 3, 8, 9, 16, 21, 24, 25, 34-36, 38-47, 53, 75, 79, 80, 82, 84, 95
leave donations 40
leave of absence 8, 25, 36, 38, 42, 44, 45, 47, 75
leave to vote 43
leave without pay 25, 45, 46, 79, 80
length of service 25, 47, 79
Level I 11-15, 17-20, 22, 28
Level II 12, 13, 17, 19, 20, 22, 28
Level III 12, 13, 17, 20, 22, 28
Level IV 11, 13-15, 18, 20, 28
Level IV 13
Level V 11, 13, 14, 16, 17
licenses 71
lists 7
lock out 10
long-term 5
lower classification 26
lump sum payment 37, 84
LWOP 25
mail 6, 7, 11, 13, 18, 34, 81
mail delivery 11, 18
mailboxes 7
management 1, 52, 84, 85
manager 1
Material Safety Data Sheets 78
maternity leave 42
maternity/paternity/adoption leave 44
maximum salary rate 4
meal period 51
meal reimbursements 53
mediation 15, 16, 28
medical examination 41
medical release 41
meet and confer 5, 6, 8, 49, 52, 78, 86
meeting and conferring 5
meritorious service 23, 81
military leave 44
minimum workweek 49

mission 5, 10
natural disaster 76
NDI 25
new classifications 26, 49
no cost 6, 7, 9
non 94
non-exempt classifications 49, 50
non-exempt employee 9
Non-Industrial Disability Insurance 25
non-worktime 6, 7
notice 3, 5, 13, 24, 28, 33, 37, 44, 46-48, 53, 73, 81, 82, 86
notice of layoff 81, 82
notice of rejection 28
notification 3, 5, 7, 13, 23, 34, 42, 44, 49, 73
occupational group 26, 29
Office of the Chancellor 2, 8, 9, 13, 15, 16, 20, 49, 78, 79
official personnel file 23, 31, 33, 48, 75
on 94
on-call 54
operational needs 8, 37, 47, 51, 52, 71, 75
operations 5, 7, 10, 47
Options in Lieu of Layoff 81
order of layoff 78, 79
outside employment 45
overtime 9, 38, 50, 52-54, 71, 94, 95, 99, 100
parking 7
part-time 2, 44, 74
Part-time employees 79
parties 1, 3, 5, 6, 8, 11-17, 19-22, 28, 44, 83-86
pay plan 80, 82
pay warrants 9, 10
payroll deduction 9, 10
payroll records 32
per diem 3, 54, 93
per diem employee 3, 93
PERB 1
performance 4, 23, 26, 28, 30, 31, 47, 52, 73, 76
performance evaluations 30
permanency 25, 29, 30, 81
permanent 2, 3, 11, 18, 23-26, 29, 30, 32, 33, 44, 47-49, 71, 74, 78-82
Permanent Employee 3, 79
permanent reassignment 47
permanent status 3, 24-26, 29, 30, 79, 82
PERS 3, 82
personal delivery 11, 18
personal holiday 42, 46
personal leave credits 84
Personnel 31-33, 90, 91, 97, 99
personnel actions 32
personnel file 23, 28, 30-33, 48, 71, 73, 75

physician's statement 39, 41
Plant Operations Safety Committee 77
position 1, 2, 4, 9, 23-29, 35, 41, 45, 47, 48, 52, 71, 73, 82
position description 48, 73
position vacancies 23
positions 23-25, 29, 73, 78, 94
pre-employment materials 31, 32
precedent 11, 16, 19
pregnancy 41, 45, 46
President 1, 4, 7-9, 12, 14, 16, 20, 21, 23-30, 32-35, 37, 38, 40-42, 45-47, 50, 52, 75-79, 81, 82,
84
prior practices 5
prisoner/work furlough program 25
probationary 2, 11, 18, 23-26, 28-30, 36, 78, 79, 81
probationary employee 11, 18, 24-26, 28, 30, 36, 78, 79, 81
probationary period 24-26, 28-30
professional development 85
proof of service 11, 18
Public Employees' Retirement System 82
Public Employment Relations Board 1
public information 7
ratification 14, 85, 86
rating 30
reasonable notice 53
reassignment 47, 48, 77
rebuttal 31-33
reclassification 25
reclassified 25, 26
recruitment 85
red circle rate 81
reduced worktime 82
reemployment 82
rejection during probation 28
release time 8, 17, 22, 71, 75, 76
relevant 5, 12, 20
remedy 12, 19, 77
reopen 6, 86
representative 1, 4, 10-13, 15-22, 31-34, 39, 72, 77
reprimand 32, 33
reprisals 9
resignation 34, 35
respond 11-13, 16, 18, 20, 21, 27, 34, 35, 37, 45, 49, 51, 72, 77
response 11-13, 17-22, 27, 28, 33, 35, 77
rest periods 51
retention 28, 85
retirement 3, 9, 24, 40, 84
retirement credit 9, 24
retreat rights 81
safety clothing 76
safety committee 77

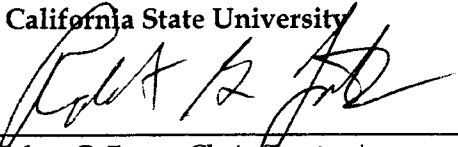
Safety equipment 76
salary 3, 4, 9, 23-26, 35, 36, 42-44, 52, 73, 80-82, 84
salary range 3, 4, 23, 24, 26
Savings Clause 6
scope 6, 86
securing release time 17, 22
SEIU 1
seniority 9, 37, 47, 49, 51, 79, 80, 82
seniority credit 79, 80, 82
seniority points 47, 79, 80
service 6, 7, 9, 11, 18, 23-26, 28-30, 33, 36, 37, 39, 40, 42, 45, 47, 48, 53, 71, 79-82
service credit 9, 25, 26, 40, 79, 82
sexual harassment 22
shift 8, 34, 43, 51, 54, 95
shift differential 95
sick leave 9, 24, 25, 36, 38-42, 44, 46, 53, 82
significantly close relative 42
skill level 3, 4, 23-28, 47, 48, 74, 78-82
specialized skills 23, 79, 81
State Compensation Insurance Fund 40
State Controller 9
State Mediation and Conciliation Service 28
State Personnel Board 35
step 80
stipend 52
strike 10
strikes 10
student assistants 49
sub-range 3, 4, 24, 26
subjective business decision 14
subjective business decisions 14
successor agreement 86
summer work schedule 49
supervisory 1
systemwide labor management committee 85
systemwide policies 5
telecommuting 4, 52
temporary 2, 3, 11, 18, 23, 24, 29, 30, 33, 44, 45, 47, 48, 71-74, 77-79, 81
temporary appointment 3, 24, 29, 47
temporary assignment 48, 71, 73
temporary employee 2, 11, 18, 24, 29, 30, 47, 78
temporary reassignment 77
temporary suspension 33
temporary training assignment 72-74
ten (10) month positions 24
Tentative Agreement 29
test 23
Tie-Breaking in the Order of Layoff 80
time base 5, 29, 84
time limitations 16, 21

time limits 13, 16, 17, 20-22
timebase 5, 23, 24, 29, 30, 38, 79, 82, 84
training 25, 71-75, 78
training proposal 72
transfer 5, 24, 40, 74, 81
transportation 8
travel 42, 43, 53, 54, 71
Trustees 1, 2, 4, 5, 8, 74, 86
unauthorized absences 34
unemployment 14
Union 1, 4-13, 15-19, 21, 22, 25, 31, 32, 49, 69, 72, 75-79
union business 6, 8
union leave 9
union material 7
union meetings 6
Union Representative 4, 7-9, 11, 18, 31, 32
union security 9
Unit 2 87, 93, 95, 99
Unit 5 87, 95, 100
Unit 7 88-90, 96, 97, 100
Unit 9 90-93, 97-101
unit modification 1
university 2, 4
unpaid leave of absence 8, 45
unpaid sick leave 42
unreasonably denied 8, 32, 48, 74, 76, 77
vacancy 23, 81, 82
vacant 23, 25
vacation 9, 24, 35-40, 42-44, 46, 53, 84
vacation accrual 36
vacation requests 37
verification 39, 41, 42, 45, 48, 71
Vice Chair 4
Vice President 4
video display terminals 77
voluntary programs to avoid layoff 82
wages, hours and conditions of employment 5
waiver 16, 74, 75, 83
web site 23
Weingarten Rights 34
withdrawal 10, 15
witness 15, 43
work hours 4, 34, 50, 53, 76
work relief 25
work schedules 8, 49, 52
work training 25
work-related training 71
workday 4, 8, 34, 38, 50-53
workers' compensation 4
Workers Compensation 25

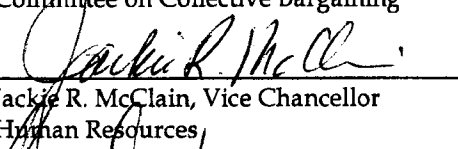
workforce diversity 23
worktime 4, 6, 7, 15, 51, 76, 82
year of service 24, 25, 29, 84
Year Round Operations 52
Z card 84

IN WITNESS WHEREOF, the parties hereto, by the authorized representatives, have executed this 2005 - 2006 Addendum to the Memorandum of Understanding between the CSU and the CSUEU this 27th day of October 2005.

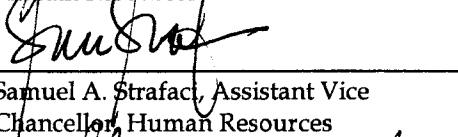
The California State University

By: 

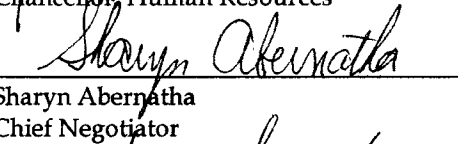
Robert G. Foster, Chair, Trustees'
Committee on Collective Bargaining

By: 

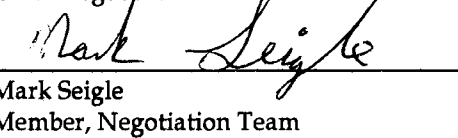
Jackie R. McClain, Vice Chancellor
Human Resources

By: 

Samuel A. Strafact, Assistant Vice
Chancellor, Human Resources

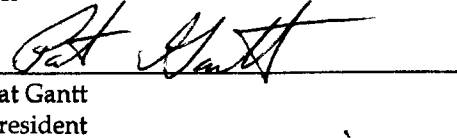
By: 

Sharyn Abernatha
Chief Negotiator

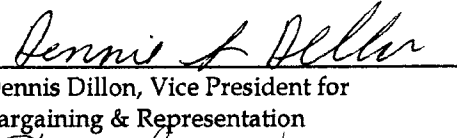
By: 

Mark Seigle
Member, Negotiation Team

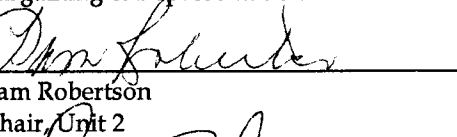
**California State University Employees'
Union**

By: 

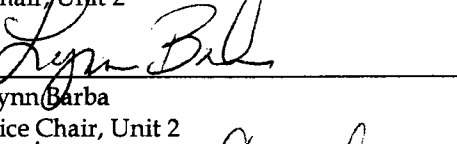
Pat Gantt
President

By: 

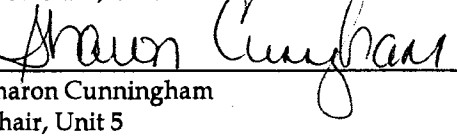
Dennis Dillon, Vice President for
Bargaining & Representation

By: 

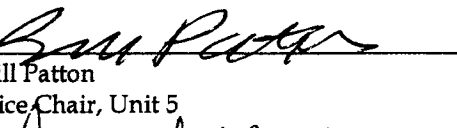
Pam Robertson
Chair, Unit 2

By: 

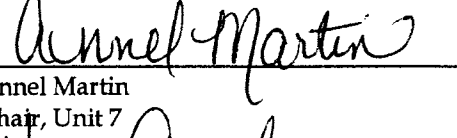
Lynn Barba
Vice Chair, Unit 2

By: 

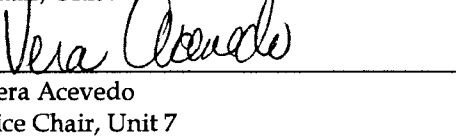
Sharon Cunningham
Chair, Unit 5

By: 

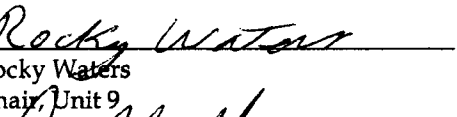
Bill Patton
Vice Chair, Unit 5

By: 

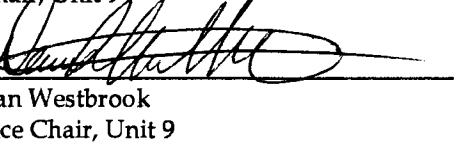
Annel Martin
Chair, Unit 7

By: 

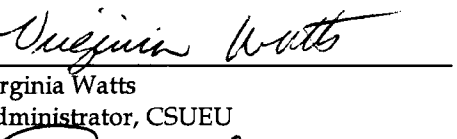
Vera Acevedo
Vice Chair, Unit 7

By: 

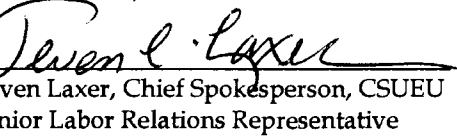
Rocky Waters
Chair, Unit 9

By: 

Dan Westbrook
Vice Chair, Unit 9

By: 

Virginia Watts
Administrator, CSUEU

By: 

Teven Laxer, Chief Spokesperson, CSUEU
Senior Labor Relations Representative