

*January 26, 2016 – June 30, 2020*

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Unit 6 –  
Skilled  
Crafts

TEAMSTERS  
LOCAL 2010

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**Collective Bargaining Agreement**

between the

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

and

***TEAMSTERS LOCAL 2010***

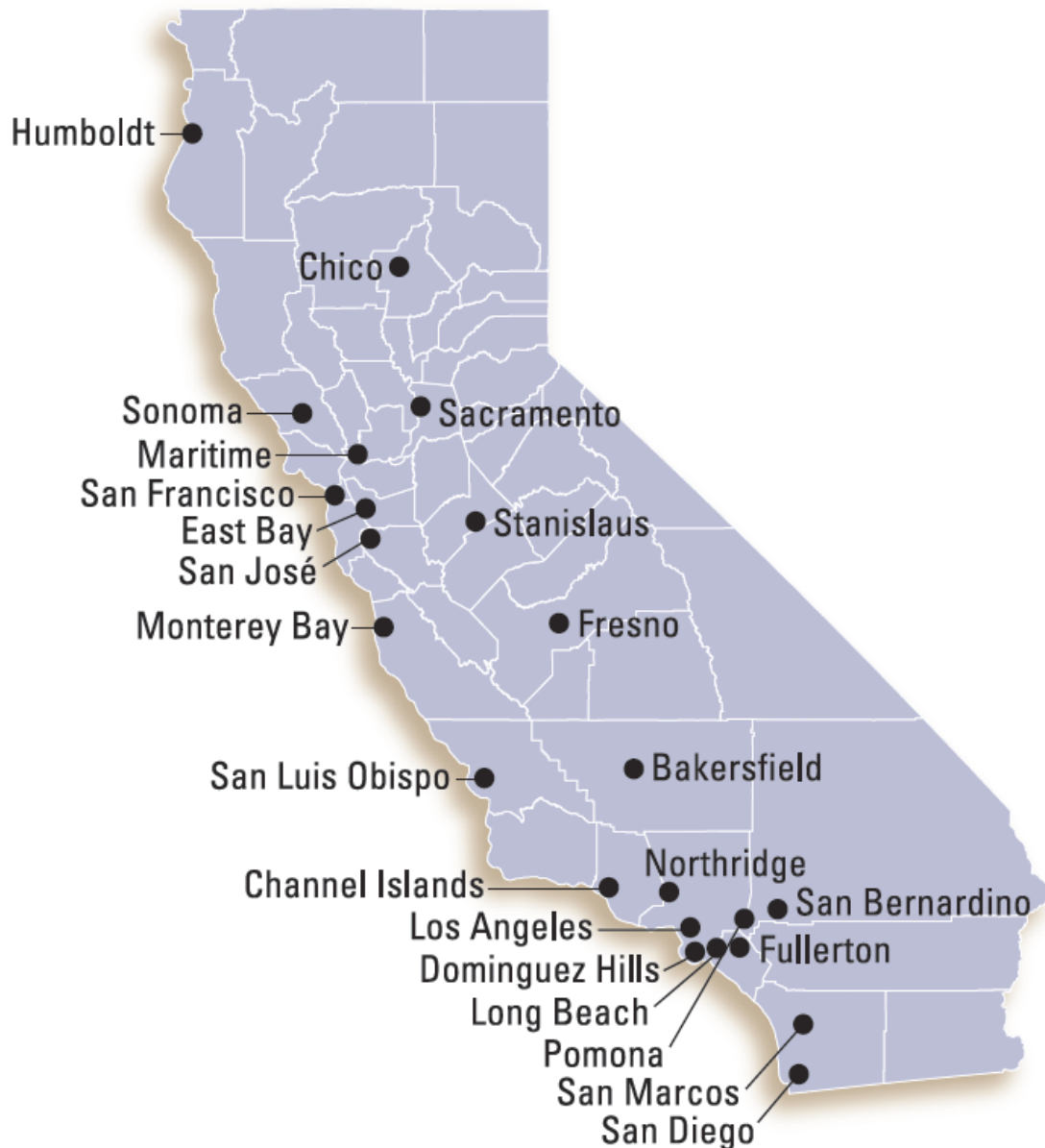


**Teamsters Local 2010  
400 Roland Way, Suite 2010  
Oakland, CA 94621**



**The California State University  
Office of the Chancellor  
401 Golden Shore  
Long Beach, CA 90802-4210**

## THE 23 OUTSTANDING CAMPUSES OF THE CSU



## **TABLE OF CONTENTS**

ARTICLE 1	RECOGNITION .....	1
ARTICLE 2	DEFINITIONS .....	4
ARTICLE 3	MANAGEMENT RIGHTS .....	7
ARTICLE 4	CONTRACTING OUT .....	8
ARTICLE 5	EFFECT OF AGREEMENT .....	10
ARTICLE 6	NON-DISCRIMINATION .....	11
ARTICLE 7	UNION RIGHTS .....	12
	BULLETIN BOARDS .....	13
	EMPLOYEE LISTS/INFORMATION .....	13
	RELEASE TIME .....	14
	UNION SECURITY .....	17
ARTICLE 8	CONCERTED ACTIVITIES.....	19
ARTICLE 9	GRIEVANCE PROCEDURE.....	20
	DEFINITIONS .....	20
	OPTIONAL INFORMAL REVIEW .....	21
	LEVEL I– FORMAL - APPROPRIATE ADMINISTRATOR.....	22
	LEVEL II– CAMPUS PRESIDENT .....	23
	LEVEL III – OFFICE OF THE CHANCELLOR.....	23
	LEVEL IV – ARBITRATION .....	24
	MEDIATION/ARBITRATION ("MED/ARB") .....	27
	GENERAL PROVISIONS .....	28
ARTICLE 10	APPOINTMENT .....	32
	APPOINTMENTS .....	32
	TEMPORARY EMPLOYEE ELIGIBILITY LIST .....	33
	INTERVIEW PANEL .....	35
	REPORTS .....	36
	PERMANENCY FOR TEMPORARY EMPLOYEES .....	36

ARTICLE 11	PROBATIONARY PERIOD.....	37
	REJECTION DURING PROBATION .....	38
ARTICLE 12	EVALUATION.....	39
ARTICLE 13	PERSONNEL FILE .....	41
ARTICLE 14	CORRECTIVE ACTION .....	44
	REPRIMANDS.....	44
	PAID ADMINISTRATIVE LEAVE.....	44
	DISCIPLINE.....	45
	NOTICE OF DISCIPLINE.....	45
	SKELLY REVIEW .....	45
ARTICLE 15	EMPLOYEE RIGHTS .....	46
	INVESTIGATORY INTERVIEWS (WEINGARTEN RIGHTS) .....	46
	DUE PROCESS RIGHTS (SKELLY REVIEW RIGHTS) .....	47
	STATE PERSONNEL BOARD RIGHTS (EDUCATION CODE 89539) .....	47
	CONFIDENTIALITY OF EMPLOYEE RECORDS .....	48
ARTICLE 16	VACATION.....	49
ARTICLE 17	HOLIDAYS .....	51
	HOLIDAY WORK .....	52
	ALTERNATE OR COMPRESSED WORK SCHEDULES .....	53
ARTICLE 18	LEAVES OF ABSENCE WITH PAY .....	54
	SICK LEAVE .....	54
	BEREAVEMENT LEAVE.....	56
	TIME OFF TO VOTE .....	56
	ABSENCE AS A WITNESS .....	57
	JURY DUTY .....	58
	MILITARY LEAVE.....	58
	CATASTROPHIC LEAVE DONATION PROGRAM .....	63
	PARENTAL LEAVE.....	64
ARTICLE 19	LEAVES OF ABSENCE WITHOUT PAY .....	66
	UNAUTHORIZED LEAVES OF ABSENCE.....	66
	OTHER LEAVES OF ABSENCE WITHOUT PAY .....	67
	FAMILY CARE AND MEDICAL LEAVE.....	69

ARTICLE 20 ASSIGNMENT/REASSIGNMENT .....	72
BARGAINING UNIT WORK.....	73
CLASSIFICATION REVIEW.....	73
ARTICLE 21 OUTSIDE EMPLOYMENT .....	76
ARTICLE 22 HOURS OF WORK.....	77
NORMAL WORK SCHEDULES .....	77
ALTERNATE WORK SCHEDULE .....	77
COMPRESSED WORK SCHEDULES .....	78
MEAL PERIODS .....	81
MEAL ALLOWANCE .....	81
REST PERIODS.....	82
CLEAN-UP TIME .....	82
VOLUNTARY TRAINING TIME.....	82
ARTICLE 23 OVERTIME.....	83
OVERTIME/COMPENSATORY TIME OFF.....	83
COMPENSATORY TIME OFF – SCHEDULING.....	83
OVERTIME CALCULATION.....	84
NO MILEAGE.....	84
OVERTIME ASSIGNMENTS .....	84
OFF-SITE NON-WORKTIME WORK.....	85
CALL-BACK .....	85
ARTICLE 24 SALARY .....	86
GENERAL SALARY INCREASE (GSI).....	87
IN-RANGE PROGRESSION .....	88
UMPIRE PROCEDURE .....	90
PERFORMANCE-BASED SALARY INCREASE.....	90
EXTENDED PERFORMANCE INCREASE (EPI) .....	91
CLASSIFICATION CHANGES .....	92
PAYMENT ABOVE THE MAXIMUM.....	92
COST SAVINGS/STAFFING COMMITTEE .....	93
SHIFT DIFFERENTIAL.....	94
SUNDAY PAY DIFFERENTIAL.....	94
ASBESTOS AND HAZARDOUS MATERIAL HANDLING PAY DIFFERENTIAL .....	94
ASBESTOS TRAINING AND HAZARDOUS MATERIAL HANDLING CERTIFICATION ALLOWANCE.....	94

	BACKFLOW TESTING AND WATER TREATMENT OPERATOR ALLOWANCES .....	95
	WELDING CERTIFICATION .....	95
	HIGH VOLTAGE STIPEND .....	96
	CRITICAL SKILLS BONUS PLAN .....	97
	EMERGENCY PAY .....	98
	10/12 AND 11/12 PAY PLANS .....	99
ARTICLE 25	BENEFITS .....	100
	HEALTH .....	100
	HEALTH PREMIUM CONVERSION .....	100
	DENTAL CARE .....	100
	VISION CARE .....	101
	DEPENDENT CARE REIMBURSEMENT .....	101
	HEALTH CARE REIMBURSEMENT .....	101
	ELIGIBLE EMPLOYEES .....	101
	ELIGIBLE FAMILY MEMBERS .....	101
	RECREATIONAL FACILITIES .....	102
	PARKING .....	102
	TRAVEL REIMBURSEMENT .....	103
	PART-TIME EMPLOYEES' RETIREMENT PLAN .....	103
	FLEX CASH PLAN .....	103
	403(B) .....	104
	EMPLOYEE ASSISTANCE PROGRAM .....	104
	VESTING .....	104
ARTICLE 26	APPRENTICESHIP PROGRAM .....	105
	APPRENTICESHIP PROGRAM .....	105
	JOINT APPRENTICESHIP COMMITTEE .....	105
	TRAINING FUND .....	106
	WORKING CONDITIONS .....	106
	APPRENTICE AGREEMENTS .....	108
	APPRENTICE STANDARDS .....	108
ARTICLE 27	TRAINING AND DEVELOPMENT .....	109
	GENERAL TRAINING .....	109
	EMPLOYEE FEE WAIVER .....	109
	DEPENDENT FEE WAIVER .....	111

ARTICLE 28	HEALTH & SAFETY .....	113
	SAFE CONDITIONS.....	113
	SAFETY COMMITTEES .....	114
	ON THE JOB FIRST AID/MEDICAL TREATMENT .....	115
	CAMPUS INJURY REPORTING.....	115
	STATEWIDE INJURY REPORTING .....	116
	ASBESTOS/HAZARDOUS WASTE .....	116
	SAFETY TRAINING .....	117
ARTICLE 29	WORK-INCURRED INJURY OR ILLNESS.....	118
	GENERAL BENEFITS .....	118
	INDUSTRIAL DISABILITY LEAVE BENEFITS .....	118
	RIGHT OF REPRESENTATION .....	119
	EMPLOYEE PRE-DESIGNATION OF PHYSICIAN .....	119
	APPEAL PROCESS .....	120
	CONFIDENTIALITY OF MEDICAL RECORDS.....	120
ARTICLE 30	LAYOFF .....	121
	NOTICE OF LAYOFF.....	121
	ORDER OF LAYOFF.....	121
	COMPUTATION OF SENIORITY POINTS .....	122
	TIE-BREAKING IN THE ORDER OF LAYOFF .....	123
	VOLUNTARY PROGRAMS TO AVOID LAYOFF .....	124
	NOTICE OF LAYOFF.....	124
	EMPLOYEE OPTIONS IN LIEU OF LAYOFF .....	124
	RE-EMPLOYMENT RIGHTS.....	125
	RE-EMPLOYMENT OPPORTUNITIES.....	126
ARTICLE 31	SAVINGS CLAUSE.....	127
ARTICLE 32	DURATION AND IMPLEMENTATION .....	128
APPENDIX A	SALARY SCHEDULE.....	130
APPENDIX B	DEFINED OCCUPATIONAL SERIES GROUPING .....	131
APPENDIX C	.....	133
APPENDIX D-1	MEMORANDUM OF UNDERSTANDING – RELATING TO ARTICLE 28 (HEALTH & SAFETY).....	135

APPENDIX D-2 SUPPLEMENTAL AGREEMENT – CLARIFICATION OF FACILITIES MAINTENANCE MECHANIC JOB CLASSIFICATION& METHOD OF PLACEMENT WITHIN SALARY RANGE .....	138
APPENDIX D-3 SUPPLEMENTAL AGREEMENT – IMPLEMENTATION FOR QUALIFIED HIGH VOLTAGE ELECTRICIANS .....	139
APPENDIX D-4 SUPPLEMENTAL AGREEMENT – IMPLEMENTATION FOR CRITICAL SKILLS BONUS PLANS.....	140
APPENDIX D-5 SUPPLEMENTAL AGREEMENT – JOINT APPRENTICESHIP AND TRAINING COMMITTEE SIDE LETTER AGREEMENT - TROOPS TO TRADES PROGRAM.....	142
APPENDIX D-6 SIDE LETTER OF AGREEMENT – DISCUSSION OF FUTURE IMPLEMENTATION OF STEPS .....	144
APPENDIX D-7 SIDE LETTER OF AGREEMENT – PROVISION OF INFORMATION..	145
APPENDIX D-8 (REMOVED FROM AGREEMENT) .....	147
APPENDIX D-9 MEMORANDUM OF UNDERSTANDING – DEFERRED MAINTENANCE JOINT LOBBYING AGREEMENT .....	148



## ARTICLE 1

### RECOGNITION

- 1.1 The trustees of the California State University do hereby recognize Teamsters Local 2010 as the sole and exclusive representative of all employees in Skilled Crafts Unit 6, whose classifications are set forth below:

<u>Class</u>	
<u>Code</u>	<u>Class Title</u>
6250	Facilities Worker I
6251	Facilities Worker II
6260	Facilities Control Specialist
6265	Facilities Project Supervisor
6269	Supervising Automotive/Equipment Mechanic
6270	Automotive/Equipment Mechanic
6280	Metal Worker I
6281	Metal Worker II
6474	Supervising Carpenter
6475	Lead Carpenter
6476	Carpenter
6477	Certified Carpenter Apprentice
6524	Supervising Painter
6525	Lead Painter
6526	Painter
6527	Certified Painter Apprentice
6532	Lead Electrician
6533	Electrician
6534	Supervising Electrician
6536	Certified Electrician Apprentice
6547	Supervising Plumber
6548	Lead Plumber
6549	Plumber
6550	Certified Plumber Apprentice
6575	Blacksmith
6585	Certified Metal Work Apprentice
6587	Supervising Metal Worker
6616	Mason
6641	Certified Locksmith Apprentice

6642	Locksmith
6643	Lead Locksmith
6644	Supervising Locksmith
6685	Power Plant Operator
6692	Certified Air Conditioning/Refrigeration Mechanic Apprentice
6699	Air Conditioning/Refrigeration Mechanic
6700	Supervising Building Service Engineer
6701	Certified Building Service Engineer Apprentice
6702	Building Service Engineer
6703	Operating Engineer
6704	Certified Operating Engineer Apprentice
6707	Lead Building Service Engineer
6837	Mechanics Helper
6838	Certified Automotive/Equipment Mechanic Apprentice
6852	Lead Automotive/Equipment Mechanic
6940	Facilities Maintenance Mechanic
6941	Farm Maintenance Mechanic

## 1.2 Old Classifications

The CSU and Teamsters Local 2010 agree that the classifications listed below are "old" and have been superseded by new classifications. The Parties agree that the below listed classification titles will not be used by any other bargaining unit to circumvent this Agreement:

- Automobile Mechanic
- Building Maintenance Worker
- Fusion Welder
- Heavy Equipment Mechanic
- Machinist
- Materials Fabrication Specialist
- Sheet Metal Worker
- Skilled Laborer

- 1.3 The CSU agrees that Teamsters Local 2010 is the sole and exclusive bargaining representative for CSU employees in classifications listed in this Article performing Unit 6 work at any CSU facility.
- 1.4 Changes to the classification standards established for the classifications listed in Article 1.1 shall be subject to the meet and confer process pursuant to Article 20.8.
- 1.5 Within two months following the ratification of this Agreement, the parties agree to meet and confer in order to carry out a full review of all the classifications in Article 1.1 and consider whether or not to add or remove classifications in the Bargaining Unit. Where new classifications are to be added, the parties will negotiate the appropriate classification standards and other terms and conditions of appointment.

## ARTICLE 2

### DEFINITIONS

- 2.1 Administrator - The term "administrator" as used in this Agreement refers to an employee serving in a non-bargaining unit position designated as management and/or supervisory.
- 2.2 Bargaining Unit - The term "bargaining unit" as used in this Agreement refers to the bargaining unit defined in Article 1, Recognition.
- 2.3 Calendar Year - The term "calendar year" as used in this Agreement refers to the period of time from January 1 through December 31.
- 2.4 Campus - The term "campus" as used in this Agreement refers to one university 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.
- 2.5 Chancellor - The term "Chancellor" as used in this agreement refers to the chief executive officer of the CSU or his/her designee.
- 2.6 Compensatory Time Off (CTO) – is a provision that affords an employee paid time off from work in lieu of receiving cash compensation for overtime or working on a holiday.
- 2.7 CSU - The term "CSU" as used in this Agreement refers collectively to the Trustees, the Office of the Chancellor, and the universities and colleges.
- 2.8 CSU Careers – The term “CSU Careers” as used in this Agreement refers to the website, maintained by the Office of the Chancellor, on which all CSU position vacancies are posted.
- 2.9 Day - The term "day" as used in this Agreement refers to a calendar day.
- 2.10 De Minimis – The term “de minimis” as used in the Agreement refers to a small or trifling matter which the law does not care for or take notice of.
- 2.11 Emergency - The term "emergency" as used in this Agreement means a sudden, unexpected happening; an unforeseen occurrence or condition requiring immediate action.

- 2.12 Employee - The term "employee" as used in this Agreement refers to a bargaining unit member who is a full-time employee, a part-time employee, a probationary employee, a permanent employee, or a temporary employee or an apprentice employee.
- a. Full-Time Employee - The term "full-time employee" as used in this Agreement refers to a bargaining unit employee who is serving in a full-time appointment.
  - b. Part-Time Employee - The term "part-time employee" as used in this Agreement refers to a bargaining unit employee who is serving in less than a full-time appointment.
  - c. Probationary Employee - The term "probationary employee" as used in this Agreement refers to a full-time bargaining unit employee who has received a probationary appointment and is serving a period of probation.
  - d. Permanent Employee - The term "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 - The term "temporary employee" as used in this Agreement refers to a bargaining unit employee who is serving in a temporary appointment for a specified period of time.
  - f. Apprentice Employee - The term "apprentice employee" as used in this Agreement refers to a bargaining unit employee who is serving in a certified CSU apprentice program for a specified period of time.
  - g. Limited Hourly Employee - The term "limited hourly employee" as used in this Agreement refers to a bargaining unit employee (including retired annuitant) who is appointed for a specified period of time and is paid on an hourly basis.
  - h. Emergency Appointment – The term “emergency appointment” as used in this agreement refers to a bargaining unit employee who is serving in a temporary position of 180 days or less to address a sudden unexpected happening; an unforeseen occurrence; or a condition requiring immediate action.
- 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 Individual Salary Rate – Individual salary rate is equal to the employee’s base pay. Base pay is defined as an employee’s current salary, excluding overtime and any temporary base salary adjustments. Base pay may be expressed as hourly, monthly, or annually.
- 2.15 Job Clearinghouse – The term “job clearinghouse” as used in this Agreement refers to the process through which the CSU pursuant to Article 30, notifies laid off employees of employment opportunities at campuses other than the campus from which they have been laid-off.
- 2.16 Parties - The term "parties" as used in this Agreement refers to the CSU and Teamsters Local 2010.
- 2.17 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.
- 2.18 Trustees - The Term "Trustees" as used in this Agreement refers to the Board of Trustees of the CSU.
- 2.19 Union - The term "Union" as used in this Agreement refers to Teamsters Local 2010 exclusive bargaining representatives.
- 2.20 Union Representative - The term "Union Representative" as used in this Agreement refers to a person who has been officially designated in writing as the Union Representative.
- 2.21 Workday - The term "workday" as used in this Agreement refers to the hours an employee is scheduled for work on any one calendar day.
- 2.22 Worktime - The term "worktime" as used in this Agreement refers to time spent in compensated employment except time spent on all paid disability leaves and workers' compensation.

## **ARTICLE 3**

### **MANAGEMENT RIGHTS**

- 3.1 Except as limited by the terms of this Agreement, the CSU reserves and retains all its rights, powers, authorities, duties and responsibilities.

## ARTICLE 4

### **CONTRACTING OUT**

- 4.1 Normal bargaining unit work may include the maintenance, repair, remodel, minor renovations and minor construction of University facilities, where the Union represents employees who do the work, and does not include Major Capital Outlay Projects or work performed by or for separate, independent corporations or auxiliaries.
- 4.2 In addition to normal bargaining unit work, the following types of work may be assigned to bargaining unit employees:
- a. Charge-back work;
  - b. Work funded from the following sources:
    - Minor capital projects
    - Minor capital—deferred maintenance projects
    - Minor capital—renewal projects
    - Minor capital – energy savings projects; and
  - c. Any other projects approved by campus facilities manager.
- 4.3 The University shall have the prerogative to contract work. The University shall make every reasonable effort to perform normal Bargaining Unit work in-house, within the limitations and requirements imposed by law. The Campus shall consider the following factors before contracting out the work:
- a. The availability for Bargaining Unit employees to perform the work to be contracted out;
  - b. Whether the available Bargaining Unit employees have the special skills and licensures to perform the project;
  - c. Whether or not the work could be completed within time constraints applicable to the project;
  - d. The availability of required materials and/or equipment necessary to complete the project; and/or



- e. The cost involved in performing the work in-house versus contracting out that work.
- 
- 4.4 The Chief Campus Steward, or designee, on each Campus shall be notified of contracts pertaining to normal Bargaining Unit 6 work at the Campus. Circumstances permitting, such notifications shall be prior to the start of such contracted work.
  - 4.5 To meet this notice obligation under 4.4 upon mutual agreement between Plant Administration and Teamsters Local 2010, the Chief Steward, or designee for the appropriate trade, on each Campus may attend the weekly, bi weekly or monthly meetings of the Shop Supervisors to review all normal bargaining unit work projects pending on each Campus.

## ARTICLE 5

### **EFFECT OF AGREEMENT**

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

## **ARTICLE 6**

### **NON-DISCRIMINATION**

- 6.1 Pursuant to Federal and State laws and regulations, and Trustee policy, it is the policy of the CSU to prohibit discrimination against bargaining unit employees on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, marital status, medical condition, pregnancy, age, physical or mental disability, genetic information, gender, gender identity, gender expression, military status, or veteran's status as defined under the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA). Any allegations by employees that they have been the victims of such discrimination shall be adjudicated solely under the procedure provided in Executive Order 1096 or successor Executive Orders.

## **ARTICLE 7**

### **UNION RIGHTS**

- 7.1 The Union shall have the right, upon providing reasonable advance notice to the appropriate administrator, to reasonable use of campus facilities, not otherwise in use, including plant operations shop areas. Use of plant operations shop areas shall be at no cost. The Union shall bear the actual cost incident to such use including, but not limited to, set up, cleaning and overtime. The Union agrees that use of campus facilities shall be restricted to union meetings and training workshops. The Union further agrees that the activities shall be restricted to non-worktime and shall not interfere with campus programs. Nothing contained herein shall guarantee to the Union the use of campus facilities if no such facilities are available, or the use of facilities which require the payment of fees.
- 7.2 The Union shall bear the cost of all campus materials and supplies incident to any union meeting or union business conducted on campus.
- 7.3 Intra-campus mail service shall be available for union business. Reasonable use of campus mail facilities shall be provided at no cost to the Union for communicating with bargaining unit members. The CSU shall be held harmless for the delivery and security of such mail and the CSU shall not bear the cost of moving union mail through the U. S. Postal Service or any private commercial delivery system. Such mailings must be of a reasonable size and volume and prepared by the Union in accordance with campus mail policy. 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 a meeting request is submitted and the Union inquires, the CSU shall inform the Union whether or not costs shall be charged.
- 7.4 The CSU shall provide an open-faced mailbox or reasonable facsimile for union business at each campus Department of Plant Operations. The Employer shall determine the location of such mailboxes and shall not be required to bear the cost of providing such mailboxes. The CSU shall provide each campus union steward with an email account and access to a computer.

### Bulletin Boards

- 7.5 The Union shall have the use of an adequate number of designated bulletin boards on every CSU campus and off-site location on which there are employees represented by Teamsters Local 2010 for the posting of union material. Such bulletin boards shall be visible, accessible to employees, and in areas frequented by employees.
- 7.6 An area shall be designated in each shop and lunchroom where there are employees represented by Teamsters Local 2010 for posting of union materials.
- 7.7 All postings and mailings shall identify the individual who is requesting on behalf of the Union that the document be posted, the union posting the document, his/her telephone number, and the date of posting. A copy shall be delivered to the Director of Plant Operations or the appropriate administrator. It shall be the responsibility of the Union to post the document and maintain the bulletin board in accordance with campus, federal and state regulations.

### Employee Lists/Information

- 7.8 The Chancellor's Office shall provide the Union, upon written request, one or more monthly lists of all Unit 6 employees at no cost to the Union. The lists shall include the name, campus, classification, hire date, job status, and monthly salary. The Union also shall be provided a list, at least quarterly, of employees who have terminated their employment and a list of employees who are on a leave of absence of over one (1) month. Upon request of Teamsters Local 2010 and electronic capabilities of the CSU, these lists shall be provided in electronic format.
- 7.9 Upon written request of the Union, the Union shall be provided employee lists and other information that is public information disclosable under the Public Records Act or information required under HEERA.

Such information shall be provided within a reasonable period of time. The cost of such information shall be borne by the Union, as provided in 7.10 below.

7.10 Teamsters Local 2010 Information Requests

Where information is requested by the Union under the terms of this provision, that request shall be subject to the Side Letter of Agreement at Appendix D-7 of this Agreement. Contractual request to provide information under this provision are without prejudice to the Union's rights to request information under the Public Records Act and/or HEERA.

- 7.11 The Union will provide the Employer with a written list of designated union stewards, officers and union representatives by campus and by shop area. This written list shall be submitted annually to the Office of the Chancellor and the affected campus Human Resources Office. Changes to the list shall be brought to the Employer's attention as soon as possible and confirmed in writing in a timely manner.

Release Time

- 7.12 The Union shall be granted a reasonable amount of release time for purposes of official meet and confer sessions with the Employer. Not more than six (6) employees shall be provided with release time for official meet and confer sessions unless the parties mutually agree otherwise. The Union shall provide the Chancellor's Office with the names of the employees requiring release time with sufficient notice prior to the commencement of the meet and confer session(s). In case(s) of an emergency, the Employer may deny release time for a particular employee. The Union reserves the right to postpone the meeting(s) in those circumstances. Additional release time may be provided on an individual basis to meet special needs related to work schedules and travel requirements.

7.13 Reimbursable Union Leave

a. Statewide Officer Leave

1. Reimbursable Union Leave requested under this provision shall not exceed an aggregate amount of 900 working days per contract year to conduct union business. No more than 270 working days of union leave taken under this provision may be used at any one campus in a contract year. Reimbursable release time shall be for the purpose of conducting union business and shall be in full-day increments unless mutually agreed otherwise by an employee and the appropriate administrator.

2. Statewide Officers who averaged more than five (5) days per month of reimbursable leave in the prior Fiscal Year, will meet with their Facility/Plant Directors at the start of the next Fiscal Year and provide a calendar with anticipated dates of reimbursable leave throughout the upcoming Fiscal Year. The Officer and the Director will work out a reimbursement plan to assist the Department in covering the Officer's absences. It is understood these dates are not absolute and may be modified providing proper notice is given.
3. Not less than two (2) days notice shall be given to the Office of the Chancellor for leave requests under this provision of one (1) week or less.
4. Not less than two (2) weeks notice shall be given to the Office of the Chancellor for leave requests of more than one (1) week but less than six (6) months.
5. Not less than three (3) weeks notice shall be given to the Office of the Chancellor for leave requests under this provision of six (6) months or more.
6. An employee on such a leave shall continue to earn service credit and retirement credit. Vacation, holiday, and sick leave credit(s) shall accrue during such a leave. The 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.
7. The CSU reserves the right to refuse union leave requests for bona fide work.
8. The Union shall provide the Office of the Chancellor (Labor Relations) with the names of the employees for whom reimbursable release time is being requested within the time frames provided above. The Office of the Chancellor will provide official notice to the appropriate campus. The employee should also notify his/her Manager or Director.

b. Reimbursement

The CSU shall be reimbursed by the Union for all compensation (including benefits) paid the employee during such a leave. The referenced benefits currently include the employer's contributions to health, dental and vision insurance, CalPERS, Social Security and Medicare. The benefits included may change during the term of the Agreement should the employer make contributions to additional or

fewer benefit programs on behalf of the employee. To facilitate payment, the campus accounting office will provide the Union with an itemized billing that includes the following:

1. a copy of the Chancellor's Office Release Time Request Form with the Authorization form from the appropriate administrator;
2. the applicable campus time reporting form for the period of the time the campus is seeking reimbursement;
3. a breakdown of the costs being billed; and
4. an assigned invoice number and billing date.

Campuses shall bill the Union for reimbursable release time at least on a quarterly basis. Reimbursement by the Union shall be made no later than sixty (60) days after receipt by the Union of an itemized bill from the affected campus for reimbursable release time for authorized employees at the affected campus.

The Union will contact the Office of the Chancellor in the event that it disputes any portion of a CSU claim for reimbursement and will nonetheless reimburse the CSU for all non-disputed portions of any billing pursuant to the requirements of this provision. The parties agree that failure to reimburse the CSU within sixty (60) days will result in the denial of any subsequent requests for leave under this provision until all delinquent payments have been made.

If a campus fails to bill the Union for a quarter and subsequently bills the Union for a period of more than one quarter, the Union may make payment for the bill over the same number of quarters as the number of quarters billed.

#### 7.14 Non-Reimbursable Union Leave

##### Steward Training

The Union may request that each CSU campus grant up to an aggregate total of forty (40) hours in each fiscal year of release time without loss of compensation to union-designated campus stewards or union officers employed on the campus to attend Union sponsored training. Such requests shall be submitted in writing to the campus at least five (5) workdays prior to the date of the release time. Such release time may be requested and granted in increments of one hour for partial or full days. The campus shall grant such requests, except when it determines that there are significant bona fide work reasons not to do so. Unused release time hours do not carry forward to the next fiscal year.



Designated union stewards appearing on the list provided to the campus pursuant to provision 7.11 shall be eligible for release time pursuant to this provision.

Campus stewards provided with release time shall observe provisions 7.17 and 7.18 of this agreement. Procedures for securing release time for grievance processing are provided in provision 9.31 of this agreement.

- 7.15 The Union may request unpaid leaves of absence for a specified period of time for statewide officers.
- 7.16 Union representatives may request to meet with CSU appropriate administrators or with Employee Relations personnel in the Office of the Chancellor for the purpose of discussing ongoing contract administration issues. In the event that such meetings are agreed to by such CSU representatives, then the Union representatives who are scheduled to attend, and actually attend such meetings, shall be released from work for the period of time spent in attendance at such meetings. Additional release time may be provided on an individual basis to meet special needs related to work schedules and travel requirements.
- 7.17 Union business involving employees shall be conducted during non-worktime except as provided for elsewhere in this Agreement. Union business shall not interfere with campus programs or operations.
- 7.18 The appropriate administrator shall be notified of the presence of union representatives and officers who are not campus employees either upon arrival at the campus or by telephone in advance of arrival.
- 7.19 An employee shall not suffer reprisals for participating in union activities.

#### Union Security

- 7.20 It is the intent of this Article to provide for payroll deduction of dues for Teamsters Local 2010 members to be deducted from their pay warrants insofar as permitted by law. The CSU agrees to advise the State Controller's Office (SCO) to deduct and transmit to Teamsters Local 2010 all authorized deductions from all Teamsters Local 2010 members within Unit 6 who have signed approved authorization cards for such deduction on a form

provided by Teamsters Local 2010, less necessary administrative costs incurred by the State of California.

- 7.21 The amount of dues deducted from Teamsters Local 2010's members' pay warrants shall be set by Teamsters Local 2010 and changed by the CSU upon written request of Teamsters Local 2010.
- 7.22 Any requirement to join the Union, or to pay a fee in lieu of joining the Union shall be governed by the law.
- 7.23 Teamsters Local 2010 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 SCO's payroll deductions for Teamsters Local 2010 dues and deductions. In addition, Teamsters Local 2010 agrees to hold the CSU harmless for any error or omission made by the SCO arising from payroll deductions for Teamsters Local 2010 dues, fees and deductions.
- 7.24 The CSU shall provide the Union with notice of all new Systemwide CSU Human Resources, Coded Memoranda and Technical letters related to Unit 6 via email. The email notice shall indicate the web address where the document may be found. Trustee agenda packages shall also be made available via the CSU Board of Trustees website.
- 7.25 Upon movement of an employee out of the bargaining unit, the employee may elect to withdraw from Teamsters Local 2010.
- 7.26 Teamsters Local 2010 representatives will be informed of the date and time of any new employee orientation program organized by the campus that includes new Unit 6 employees, and shall be provided with an opportunity to present information about Teamsters Local 2010 to new Unit 6 members at some stage during, or immediately following, the campus program.

## **ARTICLE 8**

### **CONCERTED ACTIVITIES**

- 8.1 Employees shall not engage in strikes, including sympathy strikes, or other concerted activity which would interfere with or adversely affect the operation or mission of the CSU.
- 8.2 The Union shall not promote, organize or support strikes, including sympathy strikes, or other concerted activities of bargaining unit employees which would interfere with or adversely affect the operation or mission of the CSU.
- 8.3 The Union shall play a responsible role in preventing any employee from participating in any concerted activity of the type described in 8.1 and 8.2 above and shall notify employees of such prohibitions.
- 8.4 The CSU agrees that it will not lock out any bargaining unit employee(s).

## ARTICLE 9

### **GRIEVANCE PROCEDURE**

#### Definitions

- 9.1 Grievance - The term "grievance" as used in this Article refers to a written allegation by an employee that there has been a violation, misapplication, or misinterpretation of a specific term(s) of this Agreement.
- 9.2 Grievant - The term "grievant as used in this Article refers to a:
- a. permanent employee(s);
  - b. probationary employee(s);
  - c. apprentice employee;
  - d. temporary employee(s) employed at least thirty (30) consecutive days immediately prior to the event giving rise to the grievance; and
  - e. limited hourly employee(s) beginning thirty (30) days after appointment who alleges in a grievance that he/she has been directly wronged by the alleged violation, misapplication, or misinterpretation of the specific term of this Agreement.
  - f. 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. When Teamsters Local 2010 is the grievant, it shall not file grievances where the unit member has provided a written notification that they do not wish to pursue an individual grievance. This provision shall not prohibit the Union from filing grievances that allege a violation, misinterpretation or misapplication of the Agreement which impact employees who may object to the grievance. However, in such a situation, the Union will not seek a remedy for any employee who provides written notification that they do not wish to be included in the terms of any subsequent settlement or arbitration award.
- 9.3 Immediate Supervisor - The term "immediate supervisor" as used in this Article refers to the appropriate non-bargaining unit supervisory or management person to whom the employee is accountable.

- 9.4 Representative - The term "representative" as used in this Article shall be an employee or representative of the Union who at the grievant's request may be present at Levels I through III, or appear telephonically. Representation of the employee at Level IV shall be by a Union Representative only.
- 9.5 Respond and File - The terms "respond" and "file" as used in this Agreement refer to personal delivery or deposit in the U. S. mail or transmittal by facsimile or electronic mail. The University and Teamsters Local 2010 shall endeavor to use email whenever practicable.
- a. If mail delivery is used, it shall be by certified, return receipt requested mail and the date mailed 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.
  - b. If facsimile transmittal is used either to file or respond to a grievance, the facsimile transmittal cover letter must be returned and shall include the signature of the receiving party acknowledging receipt as well as the date of receipt. A response or filing shall not be considered accomplished in the absence of such date and signature on the cover letter.
  - c. The University and Teamsters Local 2010 also will endeavor to acknowledge time-sensitive email communications whenever practicable.
  - d. A copy of all responses shall be concurrently served on the grievant's representative. If the grievant has not provided a facsimile number, the grievant may be served by U.S. mail or email.

#### Optional Informal Review

- 9.6 a. Before filing a formal written grievance, the employee may attempt to resolve the problem by an informal conference with the immediate supervisor no later than fourteen (14) days after the event giving rise to the problem or no later than (14) days after the employee knew or should have known of the event giving rise to the complaint.
- At the employee's request, a union representative, typically a shop steward, may be present at this informal conference.
- b. The immediate supervisor shall provide an answer to the employee no later than fourteen (14) days after the informal meeting.
  - c. A resolution of the problem at the informal level shall not be precedent setting.

### Level I– Formal - Appropriate Administrator

- 9.7 a. If the problem is not resolved at the Informal level or if the Informal step is not invoked by the grievant, the employee or Union may file a Level I grievance with the Human Resources office no later than thirty (30) days after the event giving rise to the grievance or after the grievant knew or should have known of the event giving rise to the potential grievance, or thirty (30) days after the response to the Informal meeting was issued, if one was held. The campus Human Resources Office will refer the grievance to the appropriate administrator. Notification of the designated administrator will be provided in writing to the grievant and his/her representative. The grievant shall state clearly and concisely on a grievance form provided by the CSU:
1. the specific terms(s) of the Agreement alleged to have been violated;
  2. a description of the grounds of the grievance including names, dates, places, and times necessary for an understanding of the facts of the grievance;
  3. the remedy sought;
  4. the name and classification of the grievant(s). Where the identities of all grievants for whom a remedy is being sought is not known, and/or cannot be reasonably ascertained at the date of the initial filing, the union shall provide information to the CSU no later than the date of the Level III hearing sufficient to allow the CSU to identify, through further inquiry if necessary, the individual grievants for whom a remedy is being sought by name. The grievance form shall be signed by the grievant(s), or by their representative with the grievant's consent.
  5. the name and address of the campus representative, if any; and
  6. the date of submission.
- b. Provided the grievance form is complete, containing the information specified in 9.7(a) 1-6, the appropriate administrator shall hold a meeting with the grievant at a mutually acceptable time and location within twenty-one (21) days of receipt of the grievance. Such a meeting shall not be held where the appropriate administrator for the Level I meeting would be the same person who conducted an informal review pursuant to Article 9.6 unless the parties agree otherwise. The appropriate administrator shall respond in writing to the grievant within fourteen (14) days of the Level I meeting, or within twenty one (21) days of the grievance being filed where a Level I meeting is not required under the terms of this provision. Such

response shall address the grounds of the grievance cited in 9.7(a)(2) and include the reason(s) for the University's decision.

- c. All Formal grievances received by Human Resources shall be given a grievance number and subsequent communications will reflect that number.
- d. The Office of the Chancellor will notify Teamsters Local 2010 by email of Unit 6 grievance numbers when grievances are initially filed. After notification Teamsters Local 2010 shall indicate this number on all subsequent communications.
- e. Every attempt shall be made by both parties on the campus to resolve grievances at the lowest possible level.

#### Level II– Campus President

- 9.8
- a. Since time is frequently of the essence in rendering a remedy that is meaningful for both the grievant and the CSU, the President and the grievant may mutually agree to forego the Level II meeting based on the CSU Level I response and the grievance shall automatically be elevated to Level III, Office of the Chancellor.
  - b. In the event the grievance is not settled at Level I, the grievant may file a Level II with the President no later than fourteen (14) days after the receipt of the Level I response.
  - c. Should either party elect to have a Level II meeting and response, the following procedures and timeframes apply:
    - 1. The grievant shall include in the grievance a written statement indicating the reason that the proposed settlement at Level I was unsatisfactory.
    - 2. The President shall, within twenty-one (21) days of the receipt of a Level II appeal, hold a meeting with the grievant at a mutually acceptable time.
    - 3. The President shall respond to the grievant no later than fourteen (14) days after the Level II meeting. Such response shall include the reason(s) for the University's decision.

#### Level III – Office of the Chancellor

- 9.9
- a. In the event the grievance is not settled at Level I or II, the grievant may file a written request for review with the Office of the Chancellor no later than fourteen (14) days after receipt of the Level I or II response, whichever is applicable.

- b. A designated individual in the Office of the Chancellor and the representative of the grievant shall schedule a conference at the Office of the Chancellor for the purpose of reviewing the matter within twenty-one (21) days of the receipt of the Level III appeal.
  - 1. Conference shall be defined as either an in-person meeting or telephone /video conference call.
  - 2. The Office of the Chancellor shall have twenty-one (21) days to resolve the grievance or issue a Level III response following the Level III meeting.
- c. In accordance with 9.9 of this Article, Teamsters Local 2010 and the CSU agree to the following internal procedures at the Office of the Chancellor:
  - 1. Teamsters Local 2010 Level I (or Level II if applicable) appeals to Level III shall be filed only by the Teamsters Local 2010 Chief Campus Steward or by a Teamsters Local 2010 Officer or Designated Representative. All Level III filings shall be submitted to the Office of the Chancellor.
  - 2. The Level I (or Level II if applicable) grievances should include the cover appeal letter, grievance number and as much initial information as to enable the Chancellor's Office to understand and resolve the grievance filed by Teamsters Local 2010.
  - 3. Extensions at Level III will be in writing, either by e-mail, facsimile, or United States mail in accordance with 9.5 of this Article.
- d. After the Level III meeting and response, in lieu of a Level IV Arbitration, upon mutual agreement the parties may agree to schedule a "Med-Arb" hearing as described in provisions 9.17-9.19 below.

#### Level IV – Arbitration

- 9.10 If the grievance has not yet been resolved, the parties have not agreed to schedule a "Med-Arb" as per provisions 9.9.d. above and 9.17 – 9.19 below or the Union alone may, no later than fourteen (14) days after receipt of the Level III response, file a request for arbitration with the Office of the Chancellor.
- 9.11 The arbitration procedure shall be conducted in accordance with the rules of the AAA, subject to the provisions below:



- a. The parties hereby designate (*list of arbitrators to be negotiated*) 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 next in order has an available day within ninety (90) days of request. The initial rotational order of arbitrators on the list shall be determined by a drawing of names.
- b. The process to schedule a grievance for an arbitration hearing shall be initiated by a written request from the union representative to the designated individual at the Office of the Chancellor (Email is acceptable for this purpose). Grievances shall be assigned to arbitrators in the rotational order determined in Article 9.11(a).
- c. Grievances with continuing financial back pay liability, and grievances alleging an unsafe work environment, shall be scheduled for arbitration in the chronological order of their appeal to arbitration prior to other cases.
- d. The parties recognize that from time to time it may be in the interest of both parties by mutual agreement to schedule cases for arbitration in other than chronological order. Absent such mutual agreement, arbitration hearings shall be scheduled in the same chronological order in which each case was appealed to arbitration.
- e. The parties shall accept the first date offered pursuant to by the arbitrator. Either party may request within twenty-one (21) days that date be rescheduled based on witness availability or other issues that require rescheduling. No objection may be made to any such request made within the twenty-one (21) day period. Requests to re-schedule outside of the twenty-one (21) day period that are not agreed to by the parties shall be submitted to the arbitrator who will then decide whether or not to grant the request.

Either party to the Agreement may 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. Absent a mutually acceptable replacement for such removed arbitrator, the parties agree to strike from a screened list of experienced arbitrators supplied by the American Arbitration Association. Once a party has notified the other party of its intention to remove an arbitrator, no new cases shall be heard by that arbitrator and that arbitrator shall not be notified of his/her removal prior to the receipt by the parties of any of his/her pending awards.

- 9.12 At least five (5) days prior to the scheduled date of arbitration, the parties shall attempt to prepare a submission to arbitration signed by both parties setting forth the issue(s) and specific provision number(s) in dispute. Should the parties fail to agree upon a

submission, the arbitrator shall determine the issue(s), provided that such issues are arbitrable under the terms of this Agreement, after the parties' opening statements and prior to the taking of evidence or testimony.

- 9.13 If an arbitrability question exists, the arbitrator shall determine the arbitrability question prior to hearing the merits of the grievance. When the grievance is found not arbitrable, the grievance shall be denied and the arbitrator shall not hear the merits of the grievance. When the grievance is found arbitrable, the arbitrator shall hear the merits of the grievance. This provision shall not prohibit the parties from mutually agreeing to 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.
- 9.14 It shall be the function of the arbitrator to rule on the specific grievance. The arbitrator shall be subject to the following limitations:
- a. In no event shall the arbitrator have the authority to add to, subtract from, modify, or amend any provision of this Agreement.
  - b. Either party to the Agreement may 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.
  - c. Any grievance filed into arbitration shall be considered withdrawn by the Union if it has not been scheduled for an arbitration hearing within six (6) months of the filing to arbitration from Level III. For grievances filed prior to the effective date of this Agreement, the six (6) month limitation shall commence upon the effective date of the Agreement.
- 9.15 A final decision or award of the arbitrator shall be made within sixty (60) calendar days after the close of the hearing. Such decision or award shall be binding upon the Union, the CSU, and the employees affected thereby.
- 9.16 The cost of arbitration, excluding advocate, unilateral withdrawal, postponement, or cancellation fees, shall be born equally by the parties. Expenses for witnesses, however, shall be borne by the party who calls them.

### Mediation/Arbitration ("Med/Arb")

- 9.17 "Med/Arb" is a process under which the mediator begins the hearing by attempting to mediate a settlement. If unable to settle the grievance, the mediator assumes the role of arbitrator and the hearing changes from a mediation to an expedited arbitration process, with no court reporter, no hearing briefs, in which a final and binding decision is rendered on a non-precedent setting basis.
- 9.18 Grievances may be subject to "Med/Arb" for the purpose of compromising, settling, or resolving a grievance in accordance with the following guidelines:
- a. Either party may request "Med/Arb" at any time following the Level III-conference and prior to the grievance being scheduled for arbitration.
  - b. Both parties must agree to use the "Med/Arb" procedure.
  - c. Should a settlement not be reached during the mediation portion of the "Med-Arb" hearing, the award of the mediator/arbitrator from the arbitration portion of the "Med-Arb" shall be final and binding on both parties and is not subject to arbitration under Level IV of the Grievance Procedure.
  - d. The parties shall establish a panel of three (3) mediators/arbitrators by mutual agreement, to serve in alphabetical rotation. The panel shall consist of (names to be negotiated).
  - e. All costs of "Med/Arb" shall be borne equally by both parties.
  - f. At least forty (40) days prior to the "Med/Arb" hearing, the parties shall conduct a Pre-Hearing Conference to try to reach agreement on an issue statement, stipulations, exhibits, and witnesses.
  - g. At or after the "Pre-Hearing Conference" but prior to incurring a cancellation fee, should either party determine it did not wish to participate in a "Med/Arb" hearing, the "Med/Arb" shall be cancelled, a Level III response issued (if one had not been previously issued under provision 9.10), and the Union may pursue their appeal in accordance with provision 9.10.
- 9.19 "Med/Arb" hearings shall be conducted in accordance with the following procedure:
- a. The parties shall submit to the arbitrator any joint stipulations and exhibits agreed upon. Each side may also submit its own exhibits.

- b. The parties shall make opening statements during which they will describe the facts and evidence they intend to submit should the hearing become an arbitration.
- c. The mediator/arbitrator will then assist the parties pursue a resolution. If the mediator/arbitrator concurs, witnesses may be called during the mediation phase of the hearing.
- d. If the parties are unable to reach agreement, the mediator/arbitrator shall end the mediation phase of the hearing and begin the arbitration phase of the hearing.
- e. During the arbitration phase, both sides may call witnesses and enter evidence into the record.
- f. Each side is limited to no more than three (3) witnesses, unless they mutually agree to additional witnesses.
- g. At the conclusion of the hearing the parties shall present oral arguments. Unless the parties mutually agree or the mediator/ arbitrator so requests, the parties will not submit written briefs.
- h. The provisions of 9.14 and 9.16 apply to "Med/Arb" hearings.
- i. The arbitrator shall issue a decision without any supporting opinion or analysis within thirty (30) calendar days of the "Med/Arb" hearing.

#### General Provisions

- 9.20 Wherever a time limit is provided by this Article, the parties may extend the period only by mutual consent.

It is understood that the purpose of the procedure is to resolve grievances quickly and that extensions shall be sought only for good cause.

Extensions as needed by either party should be encouraged if the need exists to: (a) provide the necessary information identified above, and/or to (b) allow time for either party to investigate further and/or to (c) explore resolutions.

Where a grievance is advanced to Level III pursuant to Article 9.33 (failure to respond within a designated time limit), the campus shall still have the obligation to provide a

written Level II response prior to seven (7) days before the scheduled date of the Level III hearing.

Where a grievance is advanced to Level IV pursuant to Article 9.33 (failure to respond within a designated time limit), the Chancellor's Office shall still have the obligation to provide a written Level III response prior to 60 days before the scheduled arbitration hearing.

- 9.21 When hearings or meetings are held under this Article on CSU time, unit members who are entitled to attend hearings, or who are called as witnesses by a party, shall be excused for that purpose from other duties without loss or penalty. The parties shall not call witnesses to give testimony that has already been given at the same hearing or meeting. This shall not preclude the grievant from presenting new documentary and/or testimonial evidence necessary to resolve the grievance.
- 9.22 No reprisals of any kind shall be taken against any unit member for the filing and processing of any grievance.
- 9.23 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 a reasonable amount of time before such information is needed. The appropriate administrator shall provide such information to the requesting party within a reasonable amount of time after the request for the information is made.
- 9.24 A grievance settlement shall not set a precedent, except as otherwise mutually agreed in writing by the CSU and Teamsters Local 2010, unless the sole purpose of referencing the grievance settlement is to prove a practice of enforcing its interpretation of disputed contract terms where this fact is an issue in dispute between the parties.
- 9.25 By mutual agreement, the parties may consolidate grievances on similar issues at any level of the grievance procedure.
- 9.26 The parties shall present at Level III all evidence known or which could have been reasonably known and related to the grievance.

- 9.27 There shall be no modification of issues presented or alleged violations made after the completion of the Level III procedures.
- 9.28 A grievance may be filed at the step at which the authority to resolve the grievance resides. By mutual agreement, the parties may waive either Level I or Level II of the grievance procedure and expedite the grievance to the next higher level of the grievance procedure.
- 9.29 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 Review.
- 9.30 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. CSU will not pay for the release time of employees to go to or be at another campus to represent employees in a grievance hearing unless the CSU has requested the employee to participate in the grievance procedure and/or hearing or the employee has been requested by the Chief Steward at another campus to represent that Chief Steward on a grievance where the Chief Steward is the Grievant.
- It is understood by both CSU and Teamsters Local 2010 that the amount of release time requested by Teamsters Local 2010 shall be reasonable based on the issues and number of grievant(s) involved in the grievance. Should there be an issue with Teamsters Local 2010's request for release time, the parties shall first attempt to resolve the issue before Teamsters Local 2010 files a grievance regarding denials.
- 9.31 The procedures for securing release time for grievance processing shall be:
- a. Representatives and / or potential grievant shall contact the Appropriate Administrator or designee if release time is required to prepare and present a Level I grievance. The Representative or potential grievant shall be required to cite only provision 9.29 as a basis for his/her request.
  - b. Release time requested pursuant to provision 9.30 shall require the citation of only provision 9.30 as a statement of need.
  - c. In either case, the Appropriate Administrator or designee 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) who the Representative or potential grievant desires to see; (2) at what time and location; and (3) the estimated duration of the meeting.
- 9.32 A grievant may withdraw a grievance at any time. The grievant shall not file any subsequent grievance on the same incident.
- 9.33 If the Employer fails to respond within the designated time limits, the grievance may be appealed to the next step of this grievance procedure. If the grievance is not appealed within the applicable time limits, the grievance shall be considered settled on the basis of the Employer's last answer and shall not be subject to further review.
- 9.34 The processing of grievances filed and unresolved prior to the effective date of this Agreement shall proceed under the provisions of the grievance procedure as amended by this Agreement.
- 9.35 Grievance records shall be filed separately from an employee's personnel file and shall be considered confidential.
- 9.36 An employee may present grievances and have such grievances adjusted without union representation as long as adjustment is not inconsistent with the terms of a written agreement then in effect; and provided that the Employer will not agree to resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution.
- 9.37 During release time granted for grievance preparation pursuant to provisions 9.29 and 9.30 above, the Union representative and the grievant shall be permitted to use campus telephones provided that the use of such telephones does not interfere with University business nor result in any expense to the University. The CSU has the right to refuse the use of campus telephones if abuses occur.

## ARTICLE 10

### APPOINTMENT

#### Appointments

- 10.1 “All positions that are to be filled except for temporary or Limited Hourly positions of one hundred eighty (180) days or less in the Skilled Crafts Unit shall be posted electronically. Temporary or Limited Hourly positions of one hundred eighty (180) days or less that are to be filled need only be posted on the campus website where the vacancies exist. These temporary or Limited Hourly positions of one hundred eighty (180) days or less need only be posted for three (3) days on the campus where the vacancy exists. Emergency Appointments of one hundred eighty (180) days or less are not required to be posted. Emergency Appointments may not exceed one hundred eighty (180) days. Emergency Appointments are not benefit eligible until the first qualifying pay period following ninety (90) days of completed service.”
- 10.2 Except as provided in provision 10.1 above, posting will be made at least two (2) weeks before the deadline to apply at the campus where the vacancy exists, and at least one (1) week before the deadline to apply at other campuses. Such position vacancies shall be posted as soon as possible after receipt by the appropriate administrator. Such announcement shall include the classification title, description of duties, desirable experience, minimum qualifications, salary range, and procedures to be followed by applicants applying for such vacancies. An employee who believes he/she is qualified for a vacant position at a CSU campus or the Office of the Chancellor may apply for such position within the specified application period. Applications shall be submitted to the appropriate campus Human Resources Office.
- 10.3 Temporary employees may be reappointed within twelve (12) months of the end of a previous appointment without the position being posted, provided the temporary employee completed a recruitment process for the previous position.
- 10.4 The President shall make appointments.
- 10.5 Appointments may be classified as Limited Hourly, temporary, Emergency Appointment, probationary, or permanent positions. Appointments shall be made through official written notification by the President. No employee shall be deemed to be



appointed in the absence of such official written notification from the President. Such notification shall include the class title and timebase (except for Limited Hourly appointments) to which the employee is being appointed, the initial salary, the employment status of the employee, and the effective date of the appointment.

Temporary, Emergency Appointment and Limited Hourly appointments shall also specify the expiration date of the appointment. Temporary, Emergency Appointment and Limited Hourly appointments shall provide that the employee may be separated prior to the expiration date of the appointment. Such a separation shall not be subject to Article 30, Layoff, or Article 9, Grievance Procedure.

- 10.6 Limited Hourly appointments shall only be utilized for hourly part-time or full-time work that is intermittent, sporadic, or periodic in nature. Employees in a Limited Hourly status will normally have different schedules within the same appointment.

Utilization of Limited Hourly appointments for full-time work may not exceed nine hundred sixty (960) hours in a fiscal year. It is not intended that Limited Hourly employees replace temporary, probationary, apprentice, or permanent employees. Retired Annuitants may be hired as Limited Hourly employees, but are not eligible for sick leave, vacation, or holiday pay.

- 10.7 New employees are assigned no less than the Minimum Rate on the salary range established for the classification.
- 10.8 An employee appointed to a position at another campus without a break in service shall transfer his/her accumulated sick leave and retirement credit. The appointing campus and the employee may mutually agree to allow the employee to retain all or part of his/her accrued vacation up to a maximum of eighty (80) hours. Any vacation accrued but not used or transferred shall be paid.

#### Temporary Employee Eligibility List

- 10.9 Temporary employees who are appointed in the same classification for two (2) consecutive years and are not reappointed for reasons other than unsatisfactory performance and/or unsatisfactory conduct may request to be placed on an eligibility list for consideration for future temporary appointments in the same classification as the employee held for the two (2) consecutive years.

a. Reappointment Eligibility List

1. The employee must submit a written request to the designated person on campus to be considered for future temporary appointments in the same classification as the employee served for two (2) consecutive years. Such request must include current, accurate contact information.
2. The employee's name will remain on the list for three (3) years, provided the employee submits to the designated person on campus an updated request for future consideration for reappointment by July 1 of each year in which the employee is eligible to be on the list. Failure to submit this written notice with current, accurate contact information will result in removal from this list.
3. If someone on the list is contacted by the University, offered a temporary position, and turns down two (2) assignments of sixty (60) days or more, he/she shall be removed from the list. If three (3) offers of temporary positions of less than sixty (60) days are turned down, the person's name shall be removed from the Reappointment Eligibility List.

b. Reappointment Process

1. When the campus has a temporary position available, prior to advertising the position the appropriate manager on the campus will check the Reappointment Eligibility List to determine if anyone in the classification to be filled is on the list at the campus with reappointment rights in the classification to be filled.
2. Prior to posting the temporary position pursuant to provision 10.1, the campus shall offer the temporary position to each person on the Reappointment Eligibility List in the classification to be filled until the position is filled or everyone has turned down the appointment, whichever occurs first.
3. It is understood and agreed that temporary employees do not have seniority. However, temporary employees eligible for the Reappointment Eligibility List will be put on the Reappointment Eligibility List in order from the most number of seniority points accrued, not earned, pursuant to provision 30.11. Employees on the Reappointment Eligibility List in the appropriate classification will be called beginning with the employee with the most accrued seniority points. If there is more than one person on the Reappointment Eligibility List for the classification to be filled with the same

number of seniority points, the tie shall be broken by: the University after considering the following factors:

- a. specialized skills and competencies of the employee; and
  - b. meritorious service by the employee as documented in the personnel file.
4. The President may appoint outside applicants when he/she determines such action is necessary to meet the best interest of the campus by obtaining specialized skills and abilities not available from those on the Reemployment Eligibility List.
  5. If an employee is reappointed for less than two (2) years, upon separation he/she shall remain on the Reemployment Eligibility List for two (2) additional years.

#### Interview Panel

- 10.10 An interview panel will be utilized when appointing an employee to a permanent position and may be used for temporary and apprentice appointments at the University's discretion. When an interview panel is utilized and the Union recommends one (1) unit member from the occupational group being recruited to serve on the panel; such unit member shall serve on the panel. The campus may appoint an additional unit member or members to the interview panel as well as management representative(s).

If a member of the occupational group being recruited is not available on the campus and the Union appoints a member from another campus, release time will be reimbursable and the Union will be responsible for any costs related to the member's participation on the interview panel. Release time must be requested and processed in accordance with provision 7.14 a, but the employee does not have to be a Union officer.

Teamsters Local 2010 recommendations are expected to be timely. If Teamsters Local 2010 appointees are not available in a timely manner, the interview process will not be delayed.

## Reports

- 10.11 The CSU will provide to the Union a system-wide quarterly report of all Limited Hourly and temporary appointments in the bargaining unit on the date of the report. The list shall include the name, classification, hire date, funding source, and campus of each employee. This report shall be prepared effective February 1, May 1, August 1, and November 1 of each year.

## Permanency for Temporary Employees

- 10.12 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 or in classifications in the same Defined Occupational Series Grouping (Appendix B) 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 an appointment with a timebase of at least fifty percent (50%).
  - c. An employee who has served three (3) or more consecutive years in a position designated as temporary shall be granted permanent status in the classification and the time base that is held at the time permanency is granted. A timebase shall not be reduced in the appointment immediately preceding the granting of permanency.
  - d. An employee who has served for less than three (3) consecutive years in a position designated as temporary under the prior Agreement shall be granted permanent status upon serving three (3) consecutive years in a temporary position.
  - e. This provision does not apply to employees in positions which are funded by grants, contracts, or special projects with beginning and ending dates.
  - f. "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 in compensable status for 275 days or more.
  - g. Nothing in this provision shall result in temporary services being credited toward an employee's probationary except as provided for in provision 11.2.

## ARTICLE 11

### **PROBATIONARY PERIOD**

- 11.1 The term "probationary period" as used in this Article shall mean a period of continuous credited service an employee shall be required to serve prior to becoming eligible for permanent status.
- 11.2 A probationary employee is a full-time employee serving a period of probation. All probationary employees shall serve an initial probationary period of twelve (12) months of continuous full-time credited service. A portion of temporary service may count as credited service for probation when granted by the President. The President may grant, upon recommendation of the Director of Plant Operations or appropriate administrator, permanent status at any time prior to the completion of the twelve (12) month probationary period.
- 11.3 A probationary employee who successfully completes twelve (12) months of continuous full-time credited service shall be awarded permanent status on beginning his/her second year of such service.
- 11.4 Probationary periods for employees who are promoted to a higher classification within the bargaining unit or who accept appointment at another campus within the bargaining unit shall be twelve (12) months of continuous credited service from the date of promotion or appointment. 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.
- 11.5 Persons who are appointed to nonacademic 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 under employed, will not receive service credit toward permanent status while serving in such positions.
- 11.6 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. An employee's probationary period is extended for the same number of days such employee is on WC, IDL, NDI, formal LWOP, or paid sick

leave of over thirty (30) days. The President shall determine if there has been a break in service when a full-time probationary employee is placed on a partial leave of absence.

- 11.7 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. Any time spent performing work in the new classification shall be counted toward the new probationary period.

#### Rejection During Probation

- 11.8 Any probationary employee may be separated from service at any time by the President upon written notice of rejection during probation and have been evaluated on his/her performance. The employee normally should be given two (2) weeks notice of rejection during probation and have been evaluated on his/her performance. Such a two (2) week notice should not normally be given less than thirty (30) days prior to the expiration date of the employee's probationary period. An action to reject an employee shall not be initiated while an employee is on WC, IDL, or NDI, unless the employee's performance prior to the application for WC, IDL, or NDI justified rejection and an action to reject the employee had been initiated.
- 11.9 If a full-time employee with permanent status in a lower classification is advanced to a position in a higher classification and is denied permanent status in the higher classification, he/she shall have the right to return to the lower classification with permanent status in that class.
- 11.10 Prior to the completion of a probationary period, an employee may be released from employment at the sole discretion of the CSU.

## **ARTICLE 12**

### **EVALUATION**

- 12.1 Employees shall be subject to periodic performance evaluations. Employee performance evaluations are for the purpose of evaluating individual employee performance and for providing guidance for performance development and improvements.

An employee and the appropriate administrator, upon the request of either, also may meet informally to discuss any concerns either may have regarding the employee's performance. Such meetings are not considered performance evaluations and therefore are not subject to the provisions of this Article.

- 12.2 Evaluations should be a review of the employee's performance, written by a non-bargaining unit evaluator, and based upon job-related criteria, including input from the employee and the employee's bargaining unit Supervisor where appropriate.

- 12.3 Performance evaluations shall be in writing and shall be placed in the employee's personnel file. The employee shall be provided with a copy of the official performance evaluation which is to be placed in his/her personnel file prior to such placement.

- 12.4 A permanent employee shall be evaluated at least annually.

- 12.5 A probationary employee shall be evaluated within two (2) weeks of having completed the sixth (6<sup>th</sup>) and eleventh (11<sup>th</sup>) month of the probationary period.

- 12.6 A temporary employee shall be evaluated at least once every appointment period, but not less than once per year.

- 12.7 Evaluations shall be signed by the evaluator and the employee. The employee's signature indicates that the employee has reviewed the evaluation with the evaluator, but does not necessarily indicate agreement with the content of the evaluation.

- 12.8 The employee shall be given up to five (5) work days to review the draft evaluation and provide input, if any, to the evaluator.
- 12.9 The evaluator shall consider the input provided pursuant to provision 12.8 above in preparing the final performance evaluation, and prior to placing it in the employee's personnel file.
- 12.10 The employee shall be given the opportunity to discuss the evaluation in a meeting with the appropriate administrator. Such a meeting shall take place at a mutually acceptable time and location.
- The performance evaluation of an individual with an overall performance rating of below satisfactory shall provide an explanation for the rating.
- 12.11 If an employee disagrees with the written performance evaluation, the employee may submit a rebuttal statement which shall be attached to the written performance evaluation and placed in the personnel file. The employee may also request a second meeting with a union representative present to further discuss the evaluation. Such a meeting shall take place at a mutually acceptable time and location.
- 12.12 An employee may request to discuss an evaluation with the evaluator's supervisor. Such requests shall not be unreasonably denied.
- 12.13 The term "evaluator" as used in this Article refers to the non-bargaining unit person designated by the appropriate administrator to conduct the performance evaluation of an employee.
- 12.14 The content of performance evaluations shall not be subject to the provisions of Article 9, Grievance Procedure.



## **ARTICLE 13**

### **PERSONNEL FILE**

13.1 Only one (1) official personnel file will be maintained for each employee in the campus Human Resources office.

- a. An employee shall have the right to inspect his/her personnel file by making an appointment at the Human Resources office during regular business hours.
- b. Upon written request an employee may request a copy of any written materials in the personnel file and a copy will be provided in a timely manner.
- c. The employee may be required to bear the cost of duplicating materials where the request is for more than 50 pages, unless the request is for copies of documents relating to a grievance. Documents relating to a grievance shall be provided free of charge irrespective of the number of pages requested.

Costs of duplication may be waived by the campus, but where a charge is made for duplication, the cost shall be at the Public Records Act rate of 0.10 cents per page.

13.2 If a campus decides to convert employee personnel files to an electronic format, it shall ensure that:

- a. A log (including, but not limited to, name, date and purpose) shall be maintained to record all access to an employee's personnel file by any non-Human Resources employee or by a Human Resource employee for the purpose of making a personnel decision/recommendation; and
- b. The data is maintained on a password-protected, secure system.

13.3 Personnel recommendations or decisions relating to any personnel action(s), shall be based primarily on material contained in the employee's personnel file and open to the employee's inspection.

If a personnel recommendation or decision is based on any reasons not contained in the employee's personnel file, the party making the recommendation or decision shall commit those reasons to writing and the written statement of those reasons shall become part of the employee's personnel file. If a personnel recommendation or decision is based upon any other written materials, the CSU shall provide a copy of such material to the

employee in a timely manner, prior to the placement of such material in his/her personnel file.

- 13.4 Employees shall not have access to pre-employment materials, except in instances when the material is used in subsequent personnel actions.
- 13.5 Attendance and payroll records of an individual employee maintained separately from the personnel file may be inspected and copied in accordance with the provisions of Sections 13.1 a-d and 13.2 of this Article.
- 13.6 Upon an employee's written request, written reprimands and/or documents relating to any disciplinary action more than three (3) years old contained in an employee's personnel file shall be removed, provided that the employee has no other written reprimand or discipline in the personnel file for the same issue(s) or offense.
- 13.7 Employees' personnel files shall be held in strict confidence and shall be subject to inspection only by persons with official business.
- 13.8 An employee shall be provided with a copy of any letters of commendation placed in his/her personnel file within fourteen (14) days of such placement.
- 13.9 If, after examination of his/her records, an employee believes that any portion of the material is not accurate, the employee may request in writing to the campus Human Resources office correction of the record.
- 13.10 Within twenty-one (21) days of an employee's request for correction of the record, the campus Human Resources office shall notify the employee in writing of his/her decision regarding the request.
  - a. If the campus Human Resources office denies the request, Human Resources shall state the reason(s) for denial in writing, and this written statement shall be sent to the employee.
  - b. If the campus Human Resources office 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.

- 13.11 An employee may submit a rebuttal statement to material in his/her personnel file which shall be placed in the employee's personnel file.
- 13.12 The classification/reclassification of a position to which an employee is assigned shall not be considered a personnel recommendation or decision as defined above.

## **ARTICLE 14**

### **CORRECTIVE ACTION**

#### **Reprimands**

- 14.1 An employee may receive from an appropriate administrator an oral and/or written reprimand. Oral and written reprimands shall be considered corrective action.

As used in this Article, the term “written reprimand” shall refer to any written communication from an appropriate administrator to an employee that criticizes or otherwise comments negatively upon the persona/professional conduct and/or job performance of the employee if that written communication is placed in the personnel file. Performance evaluations or notices of performance expectations or rules and regulations do not constitute a reprimand.

- 14.2 An employee may request a conference with the administrator who issued the reprimand to discuss the reprimand. Such a request shall not be unreasonably denied. The employee may be represented at such a conference by another employee or a Union Representative. Upon the employee's request, there shall be a review of the written reprimand at the next level of supervision.

- 14.3 A written reprimand shall be placed in the official personnel file of the affected employee and shall be subject to Article 13, Personnel File. The employee shall be provided with a copy of a written reprimand.

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

#### **Paid Administrative Leave**

- 14.5 The President may give paid administrative leave to an employee for reasons related to (a) the safety of persons or property; or (b) the prevention of the disruption of programs and/or operations, or (c) investigation for formal notice of disciplinary action.
- 14.6 The President shall notify the employee of the immediate effect of a temporary suspension. Such notice will inform the employee of what conduct is being investigated.

- 14.7 The President may terminate or extend paid administrative leave and shall so notify the employee. A temporary suspension shall automatically terminate upon service of formal notice of disciplinary action or thirty (30) days after its commencement, whichever occurs first, unless the temporary suspension is extended by the President.

### Discipline

- 14.8 Sanctions imposed in a disciplinary action shall be limited to dismissal, demotion, or suspension without pay.

### Notice of Discipline

- 14.9 A notice of disciplinary action shall be served on the employee by the appropriate administrator in person or by certified mail at the employee's last known address. Refer to Provision 9.5, "Respond and File" for determination of the date the employee is to use to calculate the timeline for appealing under the appropriate administrative procedure.

### Skelly Review

- 14.10 A permanent employee shall have the right to a Skelly review, either orally or in writing, consistent with Skelly v. State Personnel Board and any subsequent decisions, prior to the imposition of formal disciplinary action under Education Code Section 89535 (suspension without pay, involuntary demotion, or dismissal). The employee may be represented at the hearing by a union representative or one person of the employee's choosing. The Skelly review right does not apply to "corrective action" or "informal discipline" unless attached to the notice of disciplinary action, nor does it apply to probationary employees rejected during probation.

## ARTICLE 15

### **EMPLOYEE RIGHTS**

- 15.1 An employee may request, in writing to the appropriate administrator, an assignment to a particular set of duties he/she wishes to perform. These duties must be consistent with the employee's classification. The appropriate administrator shall respond in writing to such requests.
- 15.2 An employee's position description shall be consistent with the classification standards for his/her classification. An employee may request, in writing, a meeting with appropriate administrator to discuss a position description, reassignment, work assignment, or workloads. Such a meeting shall not be unreasonably denied.
- 15.3 Employees shall have the right to use campus telephones in emergency situations. Employees will pay for long-distance calls.
- 15.4 An employee required by management (a) to use computing technology in carrying out his/her assigned responsibilities and/or (b) to receive and/or provide information electronically shall be provided appropriate computing access during work hours.
- 15.5 An employee shall be entitled to payroll deductions for insurance premiums according to the procedures determined by the CSU and the State Controller.
- 15.6 Bargaining unit employees shall be provided with keys determined necessary by the CSU and with identification badges or cards. If a campus establishes a fee schedule for replacing such property if it has been lost, stolen, or damaged, employees shall be charged such fees if the loss, theft, or damage was due to their negligence or unauthorized use.

#### **Investigatory Interviews (Weingarten Rights)**

- 15.7 Upon his/her request, an employee may be represented at an investigatory interview if he/she reasonably believes that disciplinary action may result. An "investigatory interview" is when an employee is asked questions by a University representative with a

view to obtaining information that could be used as a basis for disciplinary action, and/or where an employee is asked to defend his/her conduct and the employee has a reasonable belief that discipline may result from what he/she says. Prior to the interview, the employee shall be informed of the general nature of the matter being investigated. He/she may consult with his/her requested representative, if any. The right to representation does not apply to meetings held exclusively to inform an employee of a previously made disciplinary decision unless the CSU proposes to discuss or modify the disciplinary decision, or if the meeting turns into a discussion of the reasons for the disciplinary action. If the representative an employee requests is unavailable, the employee may request alternate representation. The CSU 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 CSU may decline to hold any interview if the employee requests representation.

#### Due Process Rights (Skelly Review Rights)

- 15.8 A permanent employee shall have the right to a Skelly review, either orally or in writing, consistent with Skelly v. State Personnel Board and any subsequent decisions, prior to the imposition of formal disciplinary action under Education Code Section 89535 (suspension without pay, involuntary demotion, or dismissal). The employee may be represented at the hearing by a union representative or one person of the employee's choosing. The Skelly review right does not apply to "corrective action" pursuant to Article 14 or any other type of "informal discipline" unless attached to the notice of disciplinary action, nor does it apply to probationary employees rejected during probation.

#### State Personnel Board Rights (Education Code 89539)

- 15.9 Any employee dismissed, suspended without pay, or demoted for cause may request a hearing by the State Personnel Board by filing a request, in writing, with the board within 30 days of being served with the notice. Thereafter, the rules of the State Personnel Appeals Board (the "SPB") shall apply to any such proceedings.

### Confidentiality of Employee Records

- 15.10 The CSU shall maintain the confidentiality of employee records maintained by the University pursuant to state and federal laws.



## ARTICLE 16

### VACATION

16.1 Employees are eligible for paid vacation in accordance with provision 16.2 below.

#### 16.2 Vacation Accrual

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

#### **Vacation Accrual Per Monthly Pay Period**

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

- b. For purposes of computing vacation accrual, permanent, probationary or temporary employee who are in compensable status eleven (11) or more days in a monthly pay period are considered to have completed a month of service.
- c. Following completion of each 160 hours of qualifying service in a calendar year, Limited Hourly employees accrue vacation, based on their service, according to the schedule above in provision 16.2 a. to a maximum of twelve (12) accruals in a calendar year.
- d. An authorized leave of absence without pay shall not be considered service for the purpose of vacation accrual.

- e. Vacation accrual is 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. Accrual in excess of this amount as of January 1 of each year shall be forfeited by the employee. The President may permit an employee to carry over more than the allowable accrual when the employee was prevented from taking enough vacation to reduce the accrual 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 or partial salary for compensable injury; or (4) was prevented from using accrued vacation previously scheduled to be taken in December because of being on paid sick leave.
- f. Vacation Scheduling: Requests for scheduling vacation shall be submitted in writing at least thirty (30) days in advance. Vacations shall be scheduled and taken only as authorized by the appropriate administrator. If a conflict arises when two (2) or more employees request the same vacation dates, the conflict will be resolved on the basis of seniority. If an employee submits a vacation request for three (3) days or less with less than thirty (30) days notice, such request will be approved subject to reasonable<sup>1</sup> operational needs.
- g. Upon separation from service due to voluntary resignation, retirement or layoff, an employee is entitled to a lump sum payment as of the time of separation for any unused or accumulated vacation and CTO. 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.
- h. Employees separated from service for cause are entitled to a lump sum payment for any used or accumulated vacation and CTO. The computation of this sum shall be based on actual accumulated time without projection as provided in provision 16.2.g.

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<sup>1</sup> There may be times in the year when vacation requests will be refused for reasonable operational reasons. For example, an administrator may exercise his/her discretion to refuse to authorize vacation around key campus events i.e. commencement, or where there is a scheduled project and certain employees are critical to the success of that project, or where granting the vacation requested would cause other demonstrable operational issues for the campus. However, blanket prohibitions on all employees taking any vacation for extended periods i.e. no vacation for any employee over the entire length of the summer break, would not be a reasonable exercise of managerial discretion under this article.

## **ARTICLE 17**

### **HOLIDAYS**

- 17.1 The following paid holidays, except as provided in provision 17.3 below, shall be observed on the day specified.
- a. January 1
  - b. Third Monday in January (Martin Luther King, Jr., Day)
  - c. March 31 (Cesar Chavez Day)
  - d. July 4
  - e. First Monday in September (Labor Day)
  - f. November 11 (Veterans Day)
  - g. Thanksgiving Day
  - h. December 25
  - i. Any other day designated by the Governor for a public fast, Thanksgiving, or holiday.
- 17.2 The paid holidays listed in this provision shall be observed on the day specified unless they fall on a Saturday or Sunday, or are rescheduled 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)
- 17.3 Any holiday listed in provisions 17.1 or 17.2 above which falls on a Saturday shall be observed on the preceding Friday, and any holiday in provisions 17.1 or 17.2 above which falls on a Sunday shall be observed the following Monday.
- 17.4 An employee in pay status 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. A Limited

Hourly employee is entitled to holiday pay based on the relationship of total hours worked in the holiday pay period to total hours in that pay period. 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.

- 17.5 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.
- 17.6 A campus yearly calendar shall be provided to the employees at least thirty (30) days before its effective date.
- 17.7 An employee shall be permitted to use accrued vacation or CTO if the President closes the campus and there is an insufficient number of holidays scheduled to be observed during the closure.
- 17.8 Should a new employee, because of length of service, not have vacation accrued or sufficient CTO balance to cover the scheduled days of closure, he/she shall be provided sufficient work to prevent any loss of pay or benefits. Such time shall be provided no later than sixty (60) days after such a scheduled day(s) of closure.
- 17.9 An employee is entitled to one (1) Personal Holiday which must be taken on one (1) day during the calendar year. If the employee fails to take the Personal Holiday before the end of the year, the holiday shall be forfeited. The scheduling of the holiday shall be by mutual agreement of the employee and the appropriate administrator.

#### Holiday Work

- 17.10 An employee who works on a holiday shall be compensated either in cash or in CTO to a maximum accrual of two hundred and forty (240) hours as determined by the appropriate administrator. Such determination shall be made prior to the time the employee works on a holiday.
- 17.11 Consistent with the current practice concerning holiday pay, an employee who works on a holiday listed in provision 17.1 or 17.2 shall be compensated at one and one-half (1

1/2) times the employee's basic hourly rate of pay in addition to the compensation provided under provision 17.4 of this Article. This will result in total compensation of double and one-half (2 1/2) times the employee's basic hourly rate of pay.

- 17.12 The CSU agrees to notify employees on each campus of their accrued holiday credits on a quarterly basis.

#### Alternate or Compressed Work Schedules

- 17.13 The parties agree that when an employee is on an alternate or compressed work schedule pursuant to Article 22, the campus may choose one of the following options:
- a. The employee may work their normal schedule on the day the holiday is officially observed. If the employee works on the holiday they shall be paid for hours worked pursuant to provisions 17.10-17.12 above.
  - b. If the holiday is officially observed on a day the employee is not scheduled to work, the employee is entitled to the number of holiday hours equal to their normal workday. This holiday shall be used within ninety (90) days after the holiday was officially observed on a day mutually agreed to by the employee and the appropriate administrator, so that the holiday shall not be lost.
  - c. The campus may also notify the affected employee, at least 14 days in advance that during the week in which the holiday falls their alternate work schedule shall revert to an 8 hour per day 5 day per week schedule to accommodate the observation of the holiday.
- 17.14 When the holiday is taken by the employee pursuant to 17.13c above, the holiday counts as time worked in accordance with provision 23.6 of the contract.
- 17.15 Consistent with provision 17.4, the options in 17.13 above do not apply to employees on a leave of absence without pay or in other non-pay status on the day the holiday is observed.

## ARTICLE 18

### **LEAVES OF ABSENCE WITH PAY**

#### Sick Leave

- 18.1 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.
- 18.2 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. Limited hourly employees accrue sick leave following each 160 hours of qualifying service to a maximum of twelve (12) accruals per year.
- 18.3 Sick leave may be accumulated without limitation. No additional sick leave with pay beyond that accumulated shall be provided.
- 18.4 An employee shall be responsible for reporting an absence to the appropriate administrator promptly, and preferably before the start of the shift.
- 18.5 An employee shall be responsible for promptly signing the "Absence and Additional Time Worked Report" (Form 634), or other campus designated form, and returning the absence form to the appropriate administrator.
- 18.6 An employee may be required to provide a physician's statement or other appropriate verification when absent five (5) or more consecutive days due to illness/injury. When the appropriate administrator has reasonable cause to believe that there has been an abuse of sick leave; verification may be requested more frequently. The administrator shall notify the employee of this requirement for future absences.
- 18.7 When an employee is eligible for sick leave, the appropriate administrator shall authorize sick leave for the following:
- a. illness, injury, pregnancy, or child birth;
  - b. exposure to contagious disease;

- c. dental, eye, or other physical or medical examinations or treatments by a licensed practitioner;
- d. illness or injury in the immediate family, and/or death of a significantly close relative as defined in the funeral leave provisions of this Article;
- e. death of a person in the immediate family.

18.8 An employee, upon reasonable advance request, shall be granted up to forty (40) hours of accrued sick leave for bereavement. When one (1) or more deaths occur in a calendar year, up to forty (40) hours of accrued sick leave credits may be used for each death.

18.9 Sick leave for family care, as defined in 18.10, is primarily for emergency situations. Up to seven (7) days of accrued sick leave credit may be used for family care during any one (1) calendar year. The appropriate administrator may authorize the use of additional sick leave for family care upon request by an employee. Upon mutual agreement between the employee and appropriate administrator, an employee may use more than seven (7) days of sick leave for Family Care and Medical Leave as provided in Article 19.

18.10 "Immediate family" as used in this Article shall mean:

- The employee's spouse or domestic partner;
- The employee, spouse or domestic partner's: parent, step-parent, grandparent, great-grandparent, sibling, child or grandchild (including foster, adopted and step), aunt, uncle;
- The employee's son-in-law, daughter-in-law;
- A person living in the immediate household of the employee, except domestic employees, roomers, boarders, and/or roommates.

18.11 An employee may be required to undergo a medical examination as directed by the President to determine the employee's ability to perform his/her required duties. Any medical exams required of employees by the CSU shall be paid for by the CSU, provided that the physician is selected by the CSU. Time required to travel to and from the physician's office and time spent at the physician's office shall be considered time worked.

- 18.12 In the event an employee disagrees with the medical findings of the CSU-selected physician, the employee shall have the right to examination by a physician of his/her choice. The employee shall be required to bear the cost of such examination and shall charge any absence due to such examination to accumulated sick leave credits. The CSU shall consider the medical report from the employee's physician.
- 18.13 Under no circumstances may the employee be granted sick leave for days during layoff periods or during a leave of absence without pay.
- 18.14 An employee who has exhausted his/her sick leave or disability leave may be granted unpaid sick leave or may use his/her vacation credits or compensatory time off (CTO). Use of unpaid sick leave, vacation credits, or CTO shall be by mutual agreement of the employee and the appropriate administrator.

#### Bereavement Leave

- 18.15 For each death of a significantly close relative or an immediate family member as defined in provision 18.10, upon request to the President, the employee shall be granted five (5) days leave with pay. Limited hourly employees are eligible for bereavement leave if they are scheduled to work at the time of the funeral and will be paid the number of hours they were scheduled to work.
- 18.16 A leave granted in accordance with provision 18.15 may be supplemented in accordance with the bereavement provision (18.8) of this Article.
- 18.17 The term "significantly close relative" as used above in 18.15 shall only mean a spouse/domestic partner and the employee's or his/her spouse's/domestic partner'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.

#### Time Off to Vote

- 18.18 If an employee does not have sufficient time outside of his/her working hours to vote at any general, direct, primary, or presidential primary election, the employee may take a



sufficient amount of working time to enable him/her to vote. Not more than two (2) hours of such time shall be provided to an employee without loss of pay. Time off for voting shall be provided only at the beginning or end of the employee's regular work shift, unless otherwise mutually agreed.

- 18.19 If an employee requires time off to vote, on the third working date before the day of the election, he/she shall give notice that he/she requires time off, in accordance with provision 18.18, to the appropriate administrator at least two (2) days before the election.

#### Absence as a Witness

- 18.20 Employees serving as court-subpoenaed witnesses or as expert witnesses in the interest of the CSU shall seek 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.
- 18.21 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 CTO shall be used in such cases.
- 18.22 An employee who receives court fees in excess of regular earnings may retain 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 a period of absence.
- 18.23 A reasonable number of employees who are serving as witnesses at state administrative hearings to which the CSU is a party shall be provided with reasonable release time for appearance at the hearing. Such employees need not be subpoenaed and need not seek witness fees. Release time shall be provided only upon prior notification to the appropriate administrator. An employee who is notified that he/she is anticipated to be

called as a witness shall immediately notify the appropriate administrator of the anticipated date(s) and/or time of absence.

- 18.24 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.

#### Jury Duty

- 18.25 An employee who serves on jury duty shall receive his/her regular salary for the time spent on jury duty 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 credit or CTO to cover the time off.
- 18.26 An hourly employee shall be eligible for time off with pay for jury duty only for those hours he/she was scheduled to work.
- 18.27 An employee who is called for jury duty shall promptly notify the appropriate administrator and shall make efforts to arrange jury duty services at a time least disruptive to his/her work schedule. Time off for jury duty is to be considered time worked in-lieu of the employee's work day.
- 18.28 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.
- 18.29 The provisions of this Article shall also apply during the jury selection process.

#### Military Leave

- 18.30 Emergency military leave, temporary military leave, and indefinite military leave shall be granted to eligible employees, in accordance with State and Federal laws.

### 18.31 Emergency Military Leave

Employees who are members of the National Guard are entitled to a leave of absence while engaged in the performance of ordered military or naval duty, including travel time, during any time that the governor has issued a proclamation of a state of emergency or during such time as the National Guard may be on appropriate active duty. Such leave of absence may not exceed the duration of the emergency.

### 18.32 Temporary Military Leave

Employees who are members of the Reserve Corps of the Armed Forces of the United States or of the National Guard are entitled to a temporary military leave of absence for ordered active duty, provided that the period of duty does not exceed one hundred and eighty (180) calendar days, including travel time.

A temporary military leave of absence shall be approved for periods of inactive military duty, i.e., attendance at drills of an organized reserve unit.

### 18.33 Indefinite Military Leave

Indefinite military leave may be granted under any of the following circumstances:

- a. when there is a condition of war or national emergency as proclaimed by the President or Congress of the United States;
- b. when U. S. Armed Forces are serving outside the United States or its territories at the request of the United Nations; or
- c. when there is a national conscription act in effect.

Employees who leave positions to join the U. S. Armed Forces or who, as members on active duty of any reserve force, are called upon and who then serve under the same conditions, have a right to return to their positions. The employee must have been honorably released, separated, or discharged, and must return within six (6) months following termination of active service.

Employees who fail to return to their positions within twelve (12) months after the first date upon which they could terminate, or could cause to have terminated, their active service forfeit their right to return.

#### 18.34 Eligibility for Pay and Benefits at Commencement of Military Leave

- a. **Emergency Military Leave.** An employee who is eligible for emergency military leave is, without regard to length of employment, entitled to receive normal salary or compensation for a period not to exceed thirty (30) calendar days and will not, as a result of the leave, suffer any loss or diminution of vacation or holiday privileges or be prejudiced with reference to promotion, continued employment, or re-employment. Employees are entitled to these benefits regardless of the number of proclamations of emergency that may be issued by the Governor and without regard to other military leave benefits to which they may be entitled.
- b. **Temporary Military Leave.** An employee is entitled to receive salary or compensation for the first thirty (30) calendar days of a temporary military leave of absence, provided that the employee has State service of not less than one (1) year immediately prior to the date on which the absence begins. Prior military service is counted in determining State service for this purpose. The employee is not entitled to credit for vacation, sick leave, or holidays while in a nonpay status; however, time spent on leave does count toward a merit salary adjustment and vacation category change.

Pay for such leaves shall not exceed thirty (30) calendar days in any one (1) fiscal year, including pay for an indefinite military leave.

- c. **Indefinite Military Leave.** An employee is entitled to receive salary or compensation for the first thirty (30) calendar days of an indefinite military leave of absence, provided that the employee has State service of not less than one (1) year immediately prior to the date on which the absence begins. Prior military service is counted in determining State service for this purpose. The employee is not entitled to credit for vacation, sick leave, or holidays while in a nonpay status; however, time spent on leave does count toward a merit salary adjustment and vacation category change.

Pay for such leaves shall not exceed thirty (30) calendar days in any one (1) fiscal year, including pay for a temporary military leave.

#### 18.35 Reinstatement Following Military Leave

- a. **Reinstatement Following Emergency Military Leave.** An employee eligible for emergency military leave has an absolute right to return to the position held at the time the leave commenced. In determining other benefits to which the employee

is entitled, time spent on emergency military leave shall be considered full-time (State) service regardless of whether or not the leave extends for more than thirty (30) calendar days.

- b. **Reinstatement Following Temporary Military Leave.** An employee granted a temporary military leave of absence has an absolute right to be restored to the position held at the time the leave was granted. Any employee whose position has ceased to exist during the employee's absence must be reinstated to a position of comparable seniority, status, and pay. If such a position does not exist, the employee shall have the same rights and privileges the employee would have had, had he/she not taken temporary military leave of absence.

An employee who has been in State service for a period of not less than one (1) year immediately prior to the date upon which the temporary military leave of absence begins receives the same vacation, sick leave, and holiday privileges and the same rights and privileges to promotion, employment, or re-employment that the employee would have enjoyed had he/she not been absent on leave, with the provision that any incompleting probationary period must be completed upon reinstatement. In determining the one (1) year of service in a State agency, all time spent in recognized military service shall be counted as State service. The employee receiving the above benefits is not entitled to receive credit for vacation, sick leave or holidays while in a nonpay status. Time spent on leave will count toward merit salary adjustment and vacation category change.

- c. **Reinstatement Following Indefinite Military Leave.** Following indefinite military leave of absence, employees have a right, if released, separated, or discharged under conditions other than dishonorable, to return to their positions within six (6) months following the end of the war or national emergency.

Employees also have a right to return to their positions during terminal leave from the armed forces. Upon such return to employment, employees have all the rights and privileges connected with, or arising out of, the employment that they would have enjoyed had they not been absent. Employees other than probationary employees who are restored to their positions may not be discharged from such positions without cause during one (1) year after such restoration. An incompleting probationary period must be completed upon reinstatement. An employee whose position has ceased to exist during the employee's absence must be reinstated in a position of comparable seniority, status, and pay if such a position exists, or to a comparable vacancy for which the employee is qualified.

Employees receiving the above benefits are not entitled to receive credit for vacation, sick leave, or holidays while in a nonpay status. Time spent on leave

does, however, count toward a merit salary adjustment and vacation category change.

- d. Reinstatement Following Resignation to Serve in Armed Forces. Employees who resign employment to serve in the armed forces, either of the United States or the State of California, have a right to return to employment prior to the date at which their employment would have ended had they not resigned. They shall notify the President in writing of their intention to return, and this shall be done within six (6) months of the termination of active service with the armed forces.

Such right to return to a position shall not be granted employees who fail to return to their positions within twelve (12) months after the first date upon which they could have terminated, or cause to have terminated, their active service.

The foregoing paragraph does not apply to any employee to whom the right of reinstatement has been granted under any other circumstances.

#### 18.36 Documentation Required in Connection with Military Leave

When requesting military leave, employees are required to furnish a copy of the orders to active duty, and in order to be eligible for pay as provided in this Agreement, employees are required to provide verification from their commanding officer or other competent military authority that the active duty was performed as indicated in the orders previously provided. A copy of such orders and certification, which will include dates of active duty, is retained in the employee's personnel file to substantiate any payments made under the provisions of this Agreement.

#### 18.37 Physical Examinations

Sick leave shall be granted to an employee taking a physical examination for the purposes of entering military service. This kind of leave shall not be granted if the employee:

- a. does not actually enter the military service;
- b. is taking a physical examination for the purpose of selecting a branch of the military service; or
- c. is a reserve member of the military service and the physical examination is required to maintain reserve status.

In each of the three (3) cases above, the employee's absence may not be charged to sick leave, but may be charged to vacation or CTO.

#### Catastrophic Leave Donation Program

18.38 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, personal holiday, 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 of leave credits per fiscal year in increments of one hour or more. Donations are irrevocable.
- d. Donated leave credits may be used to supplement Industrial Disability Leave, Non-Industrial Disability Leave, or Temporary Disability payments from the third-party administrator upon the 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 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.

### Parental Leave

- 18.39 Parental Leave shall refer to a leave for the purpose of a parent preparing for the arrival of, or a parent or legal guardian caring for, a new child, up to his/her eighteenth (18th) birthday, to the employee's immediate family due to the birth, adoption, foster care assignment, or legal guardianship of the minor child with the employee.

An employee shall be entitled to a maximum of thirty (30) workdays Parental Leave (as defined above, and subject to the requirement of Article 19.14) per calendar year, 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. Parental Leave is normally taken in daily increments. Such leave shall be in addition to available sick leave and to available vacation under



Article 14. Paid Parental Leave runs concurrently with any other related leaves for which the employee is eligible.

- 18.40 If there are changes to state or federal law during the term of this Agreement that require CSU to amend any of the provisions relating to leaves with pay covered by this Article then, pursuant to Article 5.3 of this Agreement, the CSU will provide notification of the changes that have reasonably foreseeable impacts on matters within the scope of representation to the union.

## ARTICLE 19

### **LEAVES OF ABSENCE WITHOUT PAY**

#### Unauthorized Leaves of Absence

##### 19.1 Automatic Resignation

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

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

#### Other Leaves of Absence Without Pay

- 19.2 A permanent full-time employee is entitled to parental leave without pay of up to twelve (12) months upon her/his written request. At least thirty (30) days prior to the ending date of the leave, the employee shall inform the appropriate administrator in writing of her/his intention to return from leave. Changes in the terms of the leave may be made by mutual agreement of the appropriate administrator and the employee.
- 19.3 A full-time or part-time permanent employee may be granted a full or partial leave of absence without pay for up to one (1) year.
- 19.4 Leaves of absence without pay may be granted in accordance with this Article for the following purposes or reasons:
  - a. loan of an employee to another governmental agency;
  - b. outside employment that would lessen the impact of a potential layoff or a layoff;
  - c. temporary incapacity due to illness or injury;

- d. Family Care and Medical Leave; and
- e. other satisfactory reasons.

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

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

## Family Care and Medical Leave

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

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

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

## ARTICLE 20

### **ASSIGNMENT/REASSIGNMENT**

- 20.1 An employee shall be assigned/reassigned to a position by the appropriate administrator. Such assignments shall be consistent with the employee's classification except as provided elsewhere in this Article. It is expressly agreed that the application or interpretation of this section shall not require any change of the classification of any unit member.
- 20.2 An employee may be temporarily assigned, on a de minimis basis, to perform other duties inconsistent with his/her classification or may be reassigned to a position in a higher classification for which he/she is qualified.
- 20.3 An employee who has received written notice from his/her appropriate administrator that he/she will be serving in such a full-time temporary assignment in a higher classification on an acting basis, pursuant to provision 20.2 above for longer than five (5) consecutive calendar days shall be entitled to receive extra pay commencing on the first day of the assignment. Days on which an employee is absent from work or on a paid leave shall not constitute a break in "consecutive workdays" as the term is used in this Article. The employee's rate of pay upon such temporary reassignment shall be no less than the minimum rate of the higher classification or the rate within the higher salary range which results in at least five (5) percent over the rate last received, whichever is greater.
- 20.4 If any such future reassignment for the same position within a twelve (12) month period occurs, the employee shall receive the appropriate compensation of the higher classification from the first day of such a reassignment.
- 20.5 Temporary reassignment in a higher classification shall not exceed one hundred and eighty (180) consecutive calendar days unless it is extended by mutual agreement.
- 20.6 An employee shall be returned to his/her previous assignment upon completion of a temporary assignment with the same status that the employee would have had if not temporarily assigned.



- 20.7 The Employer shall notify the Union thirty (30) days prior to the effective date of new or revised classifications relating to bargaining unit employees.
- 20.8 Prior to the implementation of a new or revised classification, a three (3) step procedure may be invoked as follows:
- a. The Union may request a meeting to discuss whether the new or revised classification and its salary are appropriate for the bargaining unit. Such a meeting shall be held. The parties may agree in writing to modify the unit to include the new classification.
  - b. The Union may request to meet and confer over the new or revised classification and whether the wage rate is appropriate for the classification.
  - c. If the parties are in disagreement, either may seek a unit modification pursuant to the procedures established by PERB.

#### Bargaining Unit Work

- 20.9 It is the intent of the University to have represented employees perform work which is within the scope of the Bargaining Unit. The parties recognize that MPP employees will occasionally perform Bargaining Unit work on a de minimis basis for reasons which include, but are not limited to: instructing employees, emergencies, developing new methods and procedures, and safety.

#### Classification Review

- 20.10 Employees who believe they are misclassified may initiate a classification review in accordance with campus procedure, which shall be established by the President and made available to employees upon request. Campus procedures shall be consistent with the provisions of this Article. A request for such a review shall be submitted to an employee's immediate non-bargaining unit supervisor, who shall forward the request to the campus Human Resources Office within fourteen (14) days. If the request has not been received by the Human Resources Office within that period, the employee may submit the request directly to the Human Resources Office.

- 20.11 An employee shall be notified in writing of a classification review decision within fourteen (14) days after the decision has been made and no more than one hundred eighty (180) days after the initial submission of the review request by the employee. An employee shall not submit another such request within twelve (12) months of the completion of the prior review.
- 20.12 An employee may appeal a classification review decision no later than thirty (30) days after receipt of the decision. Such appeals shall be filed with the appropriate administrator in the campus Human Resources Office and shall include a detailed statement by the employee indicating his/her reason(s) for disagreement with the decision. The employee shall provide a copy of the appeal to the appropriate administrator to whom he/she directly reports.
- 20.13 The Human Resources Office shall designate an individual to hold a meeting with the employee no more than thirty (30) days after the filing of the appeal. This designated individual shall not be the same individual who conducted the initial classification review. The designated individual shall respond in writing to the employee no more than thirty (30) days after the meeting. This response shall be final.
- 20.14 Upon request of an employee whose current classification is determined to be appropriate, the employee shall be provided a report stating the primary reason(s) for the classification decision, but shall not have access to the working notes of the individual(s) conducting the review and/or appeal.
- 20.15 If, as the result of the classification review process, a higher classification is granted, normally the employee shall receive the appropriate compensation of the higher classification retroactive to no later than the first day of the pay period following the date on which the initial classification review request was received in the campus Human Resources Office.

If it is determined that the employee was performing duties of a higher classification and a permanent reclassification is not granted, if the employee has not been compensated for such work as provided in provision 20.3, the employee shall receive compensation for the higher-level work performed retroactive to the date on which the initial classification review request was received in the campus Human Resources Office.

- 20.16 A classification review decision shall not be subject to Article 9, Grievance Procedure. However, alleged violations of the procedure described in provisions 20.11-20.15, as well as the remaining provisions of Article 20, shall be subject to Article 9, Grievance Procedure.

## **ARTICLE 21**

### **OUTSIDE EMPLOYMENT**

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

## ARTICLE 22

### **HOURS OF WORK**

#### Normal Work Schedules

- 22.1 The workweek shall consist of seven (7) consecutive twenty-four (24) hour periods beginning at 12:01 a.m. on Sunday and ending at 12:00 midnight the following Saturday.

Full-time employees shall work a minimum workweek of forty (40) hours in a seven (7) consecutive day period.

- 22.2 Under normal circumstances, the "workday" is defined as eight (8) consecutive hours plus the meal period in a twenty-four (24) hour period. Day shift employees normally begin work between 6:00 a.m. and 8:00 a.m. There are three (3) shifts, as defined in provisions 24.32 through 24.35 of this Agreement.

#### Alternate Work Schedule

- 22.3 The Director of Plant Operations or appropriate administrator shall determine the work schedules including starting and finishing times for all employees. Under normal circumstances, work schedules shall provide for five (5) consecutive days of eight (8) hours in a seven (7) day period. When assigning work schedules, the CSU shall consider the employee's preference and the needs of the CSU. Pursuant to Article 23, Overtime, when an alternate work schedule is enacted the employee shall be paid overtime for all hours worked over forty (40) hours in the seven (7) day workweek. Alternate work schedules may be mutually agreed to by the employee and the Director of Plant Operations or the appropriate administrator. When mutual agreement is not possible, the Director of Plant Operations or the appropriate administrator shall assign an alternate work schedule as stated in Provision 22.4 giving consideration to the employee's needs and the needs of the University.
- 22.4 When alternate work schedules are deemed necessary by management, the alternate work schedules of any bargaining unit classification shall be staffed as follows:

1. By volunteers;
2. By the transfer of employees who were originally hired into positions which were posted with the proviso that it might require the employee to work alternate work schedules; or
3. Assigned to the least senior employee in the classification.

If unable to staff positions as designated above, CSU will meet with the Union to discuss the needs of the university. The parties agree to meet within two weeks of the request to discuss an alternate solution, which may include, but is not limited to developing an alternate or flexible work schedule, or other alternatives that meet the needs of the University.

#### Compressed Work Schedules

22.5 Compressed work schedules are defined as the following schedules:

- 4/10: For those employees assigned a four (4) day workweek, the workday shall normally consist of four (4) consecutive days of ten (10) hours.
- 9/80: For those employees assigned a 9/80 work schedule, a schedule shall consist of nine-hour shifts on four consecutive days during each calendar week plus an additional eight-hour shift every other week. In calendar weeks in which the employee works the eight-hour shift, the eight-hour shift shall be worked on (1) the day following the fourth consecutive nine-hour workday or (2) on the day prior to the four consecutive nine-hour workdays.

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

The two possible schedules are:

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

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

The two schedule options would be the following:

<b>Schedule A</b>							
	<b>Sun</b>	<b>Mon</b>	<b>Tues</b>	<b>Wed</b>	<b>Thurs</b>	<b>Fri</b>	<b>Sat</b>
Week 1		9 hrs	9 hrs	9 hrs	9 hrs	4 hrs	
Week 2						4 hrs	
		9 hrs	9 hrs	9 hrs	9 hrs		

<b>Schedule B</b>							
	<b>Sun</b>	<b>Mon</b>	<b>Tues</b>	<b>Wed</b>	<b>Thurs</b>	<b>Fri</b>	<b>Sat</b>
Week 1			9 hrs	9 hrs	9 hrs	9 hrs	
		4 hrs					
Week 2		4 hrs	9 hrs	9 hrs	9 hrs	9 hrs	

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

- 22.6 Bargaining unit employees will be given the opportunity to volunteer to participate in a compressed work schedule should the department decide to make such a schedule available. 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.

- 22.7 An employee who participates will be required to remain in the compressed or alternate work schedule until removed from the schedule by his/her appropriate administrator.

An employee may request that he/she withdraw from the compressed or alternate work schedule. The decision about the request for removal from the compressed or alternate work schedule is subject to the approval of the employee's appropriate administrator, after the parties discuss the request. The appropriate administrator may request that the employee provide documentation in support of such a request.

- 22.8 All work schedules shall be prepared in written form and normally posted not less than fourteen (14) days prior to any regularly scheduled shift change. No employee shall have his/her regularly scheduled shifts or days off changed without receiving a minimum of twenty-eight (28) days prior written notification of such change, except in emergency situations.

- 22.9 In emergency situations, all days off may be canceled and shifts reassigned.

- 22.10 Less than full-time employees shall be assigned hours and days of work by the Director of Plant Operations or the appropriate administrator.

- 22.11 The parties acknowledge that, due to the fluctuation in the number of days in a monthly pay period, those non-exempt employees working on alternate work schedules may either have excess or deficit work hours in any given pay period. The campus shall monitor balances on quarterly basis in order to reduce or eliminate negative balances. All excess/deficit salary accounting issues shall be addressed pursuant to Human Resource Salary Administration Letter HR 2003-28. Per HR 2003-28, in the event that an employee has a deficit balance in December, the campus shall meet with the affected employee and, at their request, a representative, to develop a mutually acceptable plan to reconcile any remaining deficit hours.



### Meal Periods

- 22.12 Employees shall be entitled to a meal period of not less than thirty (30) minutes. The time of such meal period shall be scheduled by the Director of Plant Operations or the appropriate administrator and shall be at or near the middle of the workday. Employees who have a thirty (30) minute meal period shall, when appropriate, be permitted a clean-up period of ten (10) minutes.
- 22.13 An employee required to remain on the job for the full shift shall be entitled to a paid meal period of thirty (30) minutes.
- 22.14 Meal periods shall not be considered time worked when all of the following conditions are met:
- a. meal periods are at least thirty (30) minutes in duration,
  - b. the employee is completely relieved of his/her duty, and
  - c. the employee is free to leave his/her work station if the employee so desires.

### Meal Allowance

- 22.15 When an employee is required by an appropriate administrator to work more than two (2) hours immediately before or immediately after a regularly scheduled workday, he/she may claim a meal allowance up to the maximum of twenty (20) dollars. All claims for extended work hour meal reimbursements must be supported by a receipt and shall be submitted to the appropriate administrator within five (5) days of eligibility for the meal. The time taken to consume such meals will not be included in the computation of overtime for the purposes of this allowance.
- 22.16 An employee shall not be required to interrupt his/her work to consume the meal referenced above. Such meals may be taken before, after, or during the pre-shift or post-shift period. Provisions 22.13, 22.14 and 22.15 shall not apply to employees receiving a per diem rate.

### Rest Periods

- 22.17 Employees shall be entitled to take a rest period of fifteen (15) minutes for each half day worked. Rest periods should, when possible, be taken at or near the midpoint of the half day period.
- 22.18 If an employee is unable to take a rest period due to work requirements, the rest period may be rescheduled later in the day. The rest period shall not be cumulative if not taken. Rest periods of fifteen (15) minutes or less shall be counted towards hours worked for the purpose of computing overtime.

### Clean-Up Time

- 22.19 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.

### Voluntary Training Time

- 22.20 Voluntary training time shall not be considered time worked when the training is voluntary and the employee does not engage in productive work during training.

## **ARTICLE 23**

### **OVERTIME**

#### **Overtime/Compensatory Time Off**

- 23.1 Overtime is defined as authorized time worked in excess of forty (40) hours in the designated workweek.
- 23.2 Overtime shall be compensated in cash, or be credited as Compensatory Time Off (CTO) hours to be used at a future date in accordance with this Article, at one and a half (1½) times the employee's regular hourly rate of pay for overtime hours worked during the respective workweek period. Pursuant to Fair Labor Standards Act (FLSA) regulations and for the purposes of calculating overtime compensation, the regular hourly rate of pay shall be determined by incorporating the employee's base rate and other includable compensation earned during the respective workweek period. Such includable compensation includes but shall not be limited to shift, asbestos, and other pay differentials (if any), stipends and other items required by the FLSA to be included in the employee's regular rate of pay used for the purpose of calculating the overtime rate.
- 23.3 All overtime hours worked shall be compensated by cash or compensatory time off (CTO) as determined by the appropriate administrator. When making the determination as to whether to compensate by way of cash or CTO, the appropriate administrator shall consider the business needs of the department/division including, but not limited to, budgetary factors. Administrative discretion should not be exercised on an arbitrary or capricious basis, or in any way that would constitute a breach of Article 6 (Non-Discrimination). Any allegations of discriminatory conduct pursuant to Article 6 shall be exclusively dealt with under the provisions of that Article. Such determination shall be made prior to the time an employee is requested to work overtime, if practicable. All overtime worked beyond the accrual of two hundred and forty (240) hours of compensatory time off shall be paid in cash.

#### **Compensatory Time Off – Scheduling**

- 23.4 Employee requests to use accrued CTO shall be dealt with in accordance with Article 16 (2)(f) (Vacation Scheduling).

- 23.5 Overtime for which cash compensation will be paid should be scheduled for payment in the pay period following the pay period in which the overtime was worked.

#### Overtime Calculation

- 23.6 Paid holiday, paid sick leave, paid vacation and paid CTO, when used, shall be counted as time worked for purposes of this Article.
- 23.7 Nothing contained in this Agreement shall be interpreted as requiring a duplication or a pyramiding of holiday, vacation, daily, or weekly overtime payments involving the same hours of work.
- 23.8 When an employee is separated from service, he/she is entitled to a lump-sum payment for any earned compensatory time off by reason of previous overtime worked.

#### No Mileage

- 23.9 Employees working call-back or overtime are not eligible for mileage.

#### Overtime Assignments

- 23.10 The Director of Plant Operations or the appropriate administrator shall endeavor to equalize overtime work among all employees who have expressed interest in overtime work by placing their names on an overtime list. In making each overtime assignment, the Director of Plant Operations or the appropriate administrator shall consider those employees on the overtime list who are qualified and appropriately classified for assignment.
- 23.11 In an "Emergency", as defined in Provision 2.11, or when there are an insufficient number of qualified employees desiring to work overtime, employees may not decline overtime assignments.

### Off-Site Non-Worktime Work

- 23.12 When an appropriate administrator calls an employee during his/her non-scheduled work time to perform work which can be performed by phone or computer and the employee performs the work offsite, the employee will be paid for all time worked. The time reported must be rounded up to the nearest half-hour. The call-back provision will not apply. The hour(s) and/or partial hour(s) worked shall count as hours worked for purpose of this Article.

### Call-Back

- 23.13 Call-back 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 be credited with a minimum of four (4) hours work time provided that either (a) employee has been called back to work without having been notified prior to completion of the work shift or (b) the employee is notified prior to the completion of the work shift and the call-back work begins more than three (3) hours after the completion of the work shift.
- 23.14 An employee may be called back to work at the discretion of the appropriate administrator. In an "Emergency", as defined in Provision 2.11, the employee who is called back to work shall be required to perform the work. When an employee is called back to work, only the hours worked shall be counted as time worked for purposes of computing overtime. The hours not worked, but credited, shall be at the straight-time rate.

## ARTICLE 24

### SALARY

- 24.1 The salary schedule for bargaining unit employees shall be found in Appendix A and incorporated in this Agreement by reference.

Classifications will be grouped as specified in Appendix C. Between the minimum and maximum rates, there shall be an “open range” with no incremental salary steps. Pursuant to Appendix D-7, CSU and Teamsters Local 2010 agree to meet and discuss the viability of the implementation of a step process salary structure.

- 24.2 An employee shall be assigned to a rate within the salary range appropriate to his/her classification. New hires shall be assigned no less than the Minimum Rate appropriate to his/her classification.

- 24.3 The schedule of wages for approved and registered apprenticeships shall be as follows:

a.	Four (4) Year Apprenticeships	Percentage of Minimum Rate Of Journey Salary
	1st 6 months	65%
	2nd 6 months	69%
	3rd 6 months	73%
	4th 6 months	77%
	5th 6 months	81%
	6th 6 months	85%
	7th 6 months	90%
	8th 6 months	95%

b. Three (3) Year Apprenticeships

1st 6 months	65%
2nd 6 months	70%
3rd 6 months	75%
4th 6 months	80%
5th 6 months	87%
6th 6 months	95%

c. Two (2) Year Apprenticeships

1st 6 months	65%
2nd 6 months	75%
3rd 6 months	85%
4th 6 months	95%

Provisions 24.5 through 24.9 below do not apply to employees in apprentice positions.

General Salary Increase (GSI)

- 24.4
- a. A General Salary Increase (GSI) is a percentage increase applied to the minimum and maximum rate on the new salary schedule for all bargaining unit classifications and to the individual salary rates of all bargaining unit members.
  - b. For Fiscal year 2017/18, effective on and after July 1, 2017, (i) all bargaining unit members in active pay status, or on leave, up to the date of ratification by the CSU Board of Trustees of this Agreement, shall have their individual salary rate increased by 3.11% (three and eleven one hundredth percent); and (ii) Salary scale maximums and minimums for all classifications shall be increased by the amount of the General Salary Increase.
  - c. For Fiscal year 2018/19,

- i. Effective on or after July 1, 2018, all bargaining unit members in active pay status or on leave as of that date shall have their individual salary rate increased by 3%;
  - ii. Salary scale maximums and minimums for all classifications shall be increased by the amount of the General Salary Increases.
- d. For Fiscal year 2019/20,
  - i. Effective on or after July 1, 2019, all bargaining unit members in active pay status or on leave as of that date shall have their individual salary rate increased by 3.75%;
  - ii. Salary scale maximums and minimums for all classifications shall be increased by the amount of the General Salary Increases.

#### In-Range Progression

24.5 An increase within a salary range that is not given for merit is referred to as an In-Range Progression. An In-Range Progression of at least 3% may be awarded when the president, the president's designee, or appropriate administrator determines that an In-Range Progression should occur. Factors to be considered for granting such progressions shall include but not be limited to:

- a. Long-term service;
- b. Retention;
- c. Equity;
- d. Assigned application of enhanced skill(s);
- e. Performance;
- f. Out-of-classification work that does not warrant a reclassification;
- g. Increased workload;
- h. 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,
- i. Other salary related criteria



- 24.6 A request for an in-range progression review may be submitted by the employee or manager. A management-initiated request for an in-range progression may cover more than one employee. Employee initiated in range progression requests shall be submitted to the appropriate administrator before being forwarded to Human Resources. An employee shall not submit a request for an in-range progression prior to twelve (12) months following the receipt of a denial of a request for an in-range progression, or prior to 12 months from the effective date of an award of an in-range progression. If an administrator has not forwarded the request to Human Resources within thirty (30) days, the employee can file the request directly with Human Resources.
- 24.7 In-range progression review of employee requests shall be completed within ninety (90) days after the request is received in Human Resources. If an employee receives a denial of request for an In-range Progression under this Article, then the campus shall provide the employee with a written reason for the denial.
- 24.8 Each campus shall develop guidelines and procedures for an in-range progression consistent with this Article. Any changes to campus guidelines and procedures shall be noticed to Teamsters Local 2010 prior to implementation and be subject to the meet and confer process where the union subsequently requests to meet and confer over the proposed changes.
- 24.9 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 Article 9 (Grievance Procedure).
- 24.10 The union may, within 30 days of the employee receiving written notification of the IRP denial, file an appeal to an Umpire selected by the parties for the purpose of hearing such appeals. The grounds for the appeal shall be strictly limited to whether or not the decision was made “in accordance with this provision” pursuant to Articles 24.9 and 24.11.
- 24.11 A decision is made “in accordance with this provision” if the procedural requirements of this Article have been complied with, and the decision itself is not arbitrary or capricious. The Umpire should not substitute the Umpire’s opinion for that of the President. A decision of the President should not be disturbed unless it is proved by the Appellate to have been made on an arbitrary or capricious basis. A decision is arbitrary and capricious only if it is made on unreasonable grounds, or without any proper consideration of the circumstances of the employee’s IRP request.

## Umpire Procedure

- 24.12 Within 30 days of ratification the parties shall select one arbitrator from the current arbitration panel to act as the Umpire for IRP appeals. If the parties are unable to agree on an Umpire, the Umpire shall be selected by strike from the names of arbitrators on the current panel who are willing to serve in this capacity. First strike shall be determined by the toss of a coin. The issue will be determined by the Umpire following the submission of written briefs, on a briefing schedule to be determined by the Umpire. There shall be no oral hearing. The Umpire's decision shall be issued in writing within 21 days of the submission of the briefs, and shall set forth the Umpire's findings, reasoning, and conclusions on the sole issue of whether or not the decision was made in "accordance with this provision" pursuant to Articles 24.9 and 24.11.
- 24.13 If the Umpire determines that the decision was not made "in accordance with this provision", the application will be returned to the campus for reconsideration at the stage at which the error was made. The umpire shall have no authority to make any award other than an order to remit the IRP request back to the campus for them to reconsider following the Umpire's written decision. The campus review will take place within 30 (thirty) days of the Umpire issuing the written decision.
- 24.14 The Umpire's decision shall be final and binding.
- 24.15 The Umpire's costs shall normally be shared equally by the parties, unless the Umpire makes a determination, on application of either party within 7 days of receiving the written decision, that there was no reasonable basis for either bringing, or defending, the Appeal. Having made that determination, the Umpire shall then order the full costs of the Appeal to be paid by the party against whom the determination was made.
- 24.16 Funds for in-range progression may come from campus funds, and/or total settlement costs resulting from bargaining between the parties on salary matters.
- 24.17 Within 60 days from the ratification of this Agreement, the CSU and Teamsters Local 2010 shall meet to negotiate systemwide procedures and criteria for in-range progressions consistent with this Article. In the event that the parties are unable to reach agreement on the procedure to be adopted and/or the criteria to be applied, then the issue(s) shall be submitted to the Umpire selected in 24.12 who will choose between the two proposals. The umpire shall have no authority to add or subtract from the proposals as submitted by the parties.

## Performance-Based Salary Increase

- 24.18 Campuses may award salary increases for meritorious performance from campus funds at any time. These salary increases may be in the form of permanent increases to salary rates or one-time bonuses. However, in no case may an employee's salary rate exceed

the maximum of the range on the salary schedule for the employee's range and classification. Such awards are solely at the discretion of the President and shall not be subject to the Grievance Procedure.

#### Extended Performance Increase (EPI)

24.19 An Extended Performance Increase (EPI) is a permanent increase to an employee's base salary. It is the intent of the parties to bargain implementation of this program for each year during the life of this agreement. In the event the parties agree to fund the program – the specific amounts of both the size of the EPI pool and individual amounts of awards along with any associated implementation issues - will be determined through the collective bargaining process. However, in no case shall an employee receive any EPI award which would place their salary over the maximum salary rate for their classification. All EPIs awarded prior to July 1, 2004 shall remain in effect.

#### 24.20 EPI Eligibility

- a. To be eligible for an EPI, the employee's overall performance must have been satisfactory for the previous three (3) years, as evidenced by an overall performance evaluation rating of satisfactory or better, and have no disciplinary actions received in the past three (3) years which remain in the personnel file.
- b. In addition to these performance requirements, the employee must have completed an anniversary of continuous CSU employment at a fifty (50) percent or more timebase at the employee's 3rd, 6th, 10th, 15th, 20th, 25th, 30th, 35th, 40th, etc. years) of qualifying pay periods and qualifying months of service at the CSU, as defined in Articles 16, 18, and 19 and below in this provision. For the purposes of this provision, any month in which the employee was not in pay status for at least eleven (11) days in the pay period is considered a break in the continuous service requirement.
- c. A year of required service for a ten (10) month or 10/12 employee is the completion of twelve (12) pay periods and ten (10) qualifying months of service. A year of required service for an eleven (11) month or 11/12 employee is the completion of twelve (12) pay periods and eleven (11) qualifying months of service. A year of required service for a twelve (12) month employee is the completion of twelve (12) pay periods and twelve (12) qualifying months of service.
- d. Employees who believe they are eligible for an EPI based on service at another campus shall notify in writing the campus Human Resources Office of such service.

- 24.21 Upon determination by the appropriate administrator, the EPI shall be authorized in writing. Upon request of an employee denied an EPI, a meeting shall be arranged within seven (7) days of the request with a representative of the President for the purpose of reviewing such a denial. The employee may be represented at this meeting. The denial of an EPI shall not be subject to Article 9, Grievance Procedure. An employee who meets the service requirements for an EPI in accordance with provision 24.8 and is denied an EPI shall remain eligible for reconsideration on an annual basis, if EPIs are funded in subsequent years.

#### Classification Changes

- 24.22 When an employee moves to a classification in a lower salary group, the appropriate rate in the salary range shall be determined by the President, except that in no case shall the new salary exceed the rate received in the higher classification or the maximum rate of the lower classification. Determination of the appropriate rate in such cases shall be made by using the same criteria as would be used for an initial appointment to that classification and by considering past PSIs, if any.
- 24.23 When an employee moves to a classification within a salary group, the appropriate rate in the new classification shall be determined by the President. There is no requirement to increase the employee's rate of pay unless it is below the minimum of the new classification, in which case it must be increased to at least the minimum of the new classification.
- 24.24 When an employee moves without a break in service to a classification in a higher salary group, the appropriate rate in the salary range shall be determined by the President. The new rate in the higher salary group shall be at least five (5) percent higher than the employee's previous rate, except that the new rate may not exceed the maximum of the range.

#### Payment Above the Maximum

- 24.25 A payment above the maximum of the salary range for a class may be granted by the President when an employee moves to a class with a lower salary range.

- 24.26 If a payment above the maximum is granted, the employee shall retain either the salary currently being paid or a salary twenty-five (25) percent above the maximum salary of the lower class, whichever is less. The employee shall remain at that salary rate until the maximum salary of the lower class equals or exceeds the payment above the maximum rate or until the authorized time period for maintaining the payment above the maximum rate expires, whichever occurs first.
- 24.27 During the period of time an employee's salary remains above the maximum salary for the class, the employee shall not receive further salary increases, including GSIs or PSIs, except in cases of promotion.
- 24.28 A payment above the maximum shall not exceed twenty-five (25) percent above the maximum of the salary range of the class to which the employee is moving. An employee may retain a payment above the maximum for up to five (5) years.
- 24.29 Payment above maximum 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.
- 24.30 An employee who was compensated at a salary rate above the maximum prior to a permanent separation will not be entitled to a payment above the maximum upon his/her return to work. Also, the authorization for a payment above the maximum shall be canceled if the employee refuses an offer of appointment to a position at the campus in a class at a salary level equivalent to the original classes from which the employee was moved.

#### Cost Savings/Staffing Committee

- 24.31 A cost savings/staffing committee shall include an equal number of employee representatives and management/supervisory representatives. The cost savings/staffing committee shall meet no less than twice per year. The cost savings/staffing committee shall submit recommendations to the appropriate administrator and president for economy measures and staffing issues. The committee may also recommend specific uses for any cost savings. The committee may choose to discuss economies associated with training, maintenance and repair, new technologies, and funding opportunities related to bargaining unit work.

### Shift Differential

- 24.32 There are three (3) shifts: day, swing, and graveyard. The day shift includes the hours between 6:00 a.m. to 6:00 p.m. The swing shift includes the hours between 6:00 p.m. and midnight. The graveyard shift includes the hours between midnight and 6:00 a.m.
- 24.33 Employees who work four (4) or more hours in the swing shift shall be paid a shift differential of one dollar and thirty cents (\$1.30) per hour for the employee's entire shift.
- 24.34 Employees who work four (4) or more hours in the graveyard shift shall be paid a shift differential of two dollars and thirty cents (\$2.30) per hour for the employee's entire shift.
- 24.35 To receive a shift differential, an employee must be assigned hours of work of which at least four (4) hours are within a regularly scheduled swing or graveyard shift.

### Sunday Pay Differential

- 24.36 Employees who are regularly scheduled to work on Sundays shall receive a differential equal to the swing shift differential. The Sunday pay differential shall not be added to or combined with any other pay differential or premium pay.

### Asbestos and Hazardous Material Handling Pay Differential

- 24.37 Whenever an employee is assigned to perform any asbestos-related or hazardous material handling duties including but not limited to removing or repairing asbestos lagging, performing any asbestos abatement or cleaning up asbestos, he/she shall be paid an asbestos pay differential of three dollars (\$3.00) per hour for the amount of time spent performing such work. "Hazardous material handling duties" as used in this provision refers to work that a) requires by law the employee be trained and certified to work with the specified material, and b) requires the employee use protective equipment and extra precautions to ensure his/her safety and health.

### Asbestos Training and Hazardous Material Handling Certification Allowance

- 24.38 Employees who have been required by the CSU to undergo training in either asbestos abatement and handling or in hazardous materials handling as defined in 24.37 shall be paid an allowance of two hundred and fifty dollars (\$250). Payment shall be made within

thirty (30) days after the demonstrated completion of such training and the certification, if required, for the performance of such work.

- 24.39 Employees who have been required by the CSU to undergo training in order to maintain or renew the certifications described in provision 24.38 above shall be paid an allowance of two hundred and fifty dollars (\$250). Payment shall be made within thirty (30) days after the demonstrated completion of such training and the subsequent renewal of such certification.
- 24.40 For the purpose of provisions 24.38 and 24.39 above, training in either asbestos abatement and handling or in hazardous materials handling must be either EPA-certified or CAL-OSHA approved.

#### Backflow Testing and Water Treatment Operator Allowances

- 24.41 Employees who are required by the CSU to obtain either a backflow testing license or the appropriate water treatment operator certificate shall be paid an allowance of two hundred and fifty dollars (\$250). Payment shall be made within thirty (30) days after the employee has demonstrated that he/she has obtained the license or certificate.
- 24.42 Employees who are required by the CSU to renew their license or certificate described in provision 24.41 above, shall be paid an allowance of two hundred and fifty dollars (\$250). Payment shall be made within thirty (30) days after the employee has demonstrated that he/she has renewed the license or certificate.

#### Welding Certification

- 24.43 Employees who are required by the CSU to obtain a Welding Certification shall be paid an allowance of two hundred and fifty dollars (\$250). Payment shall be made within thirty (30) days after the employee has demonstrated that he/she has obtained the license or certificate.
- 24.44 Employees who are required by the CSU to renew their license or certificate described in provision 24.43 above, shall be paid an allowance of two hundred and fifty dollars

(\$250). Payment shall be made within thirty (30) days after the employee has demonstrated that he/she has renewed the license or certificate.

#### High Voltage Stipend

- 24.45 Qualified high voltage electricians approved by the Director of Plant Operations or appropriate administrator shall be paid an annual stipend of four hundred and fifty dollars (\$450.00).
- 24.46 A qualified high voltage electrician for the purposes of this Agreement is a person who has:
- a. a minimum of two years of electrical training and experience with high voltage electrical infrastructure designed to operate over 600 volts;
  - b. demonstrated by performance familiarity with the work to be performed and the hazards involved; and
  - c. successfully completed the following training by an authorized OSHA Training Institute (OTI) Education Center:
    1. Core Safety Training;
    2. Advanced Electrical Safety and Lockout/Tagout training; and
    3. Hazardous Electrical High Voltage training.
- 24.47 Payment shall be made within thirty (30) days after the CSU/appropriate administrator Director of Plant Operations or Appropriate Administrator has evaluated and determined that the employee has demonstrated that he/she is a qualified high voltage electrician.
- 24.48 The decision whether to request employees to obtain certification and training as a qualified high voltage electrician is at the sole discretion of the CSU and is thus neither grievable nor arbitrable. Where the CSU requires such certification and training, the CSU will pay for the OTI training.



### Critical Skills Bonus Plan

24.49 An employee shall be paid an initial one-time bonus of five hundred dollars (\$500) when he/she is asked by the Director of Plant Operations or the Appropriate Administrator to complete and obtain one of the following recognized certifications:

- California State Certified Electrician
- Certified Building Operator
- Certified Steam Operator/Universal Steam Certification
- ASE Master Technician status at Automobile, Medium-Heavy Truck, School Bus or Transit Bus.

The certification must be from a CSU preapproved training program to be determined by the parties, such as the following:

- a. Certified Electrician – OSHA Training Institute or another agency preapproved by the CSU
- b. Certified Building Operator – Building Operator Certification or another agency preapproved by the CSU
- c. Certified Steam Operator/Universal Steam Certification
- d. ASE Master Technician status at Automobile, Medium-Heavy Truck, School Bus or Transit Bus – National Institute for Automotive Service Excellence

24.50 The decision whether to request employees to obtain or renew such a certification is at the sole discretion of the CSU and is thus neither grievable nor arbitrable. Where the CSU requires such certification and training, the CSU will pay for the training.

24.51 Payment for the initial certification and any and all renewal certifications thereafter shall be made within thirty (30) days after the Director of Plant Operations or appropriate administrator has evaluated and determined that the employee received or renewed the certification from a preapproved training program.

24.52 Employees who are required by the CSU to renew a certification as described in provision 24.49, above, shall be paid a bonus of two hundred and fifty dollars (\$250).

## Emergency Pay

24.53 When the President determines it is necessary to close the campus because of an emergency situation or condition and other employees are sent home on paid administrative leave, an employee that volunteers, is asked or is assigned by the appropriate administrator to continue working at the campus where the emergency exists, shall receive "Emergency Pay."

- a. The term "emergency" as used in this provision means a sudden, unexpected happening; an unforeseen occurrence or condition requiring immediate action, including, but not limited to a natural disaster, act of terrorism, or threat to campus health, safety or property.
- b. "Emergency Pay" is compensation for the hours worked by the designated employees during their normal shift while the campus is closed during the administrative leave period.
- c. "Emergency Pay" is a premium payment (exclusive of the employee's regular pay), paid at one times the employee's straight time rate of pay for each hour worked during the emergency when the campus is on administrative leave. At the discretion of management, emergency pay may be awarded as cash or CTO. If paid as cash, the payment must be paid at the employee's straight time rate. If credited as CTO, the hours credited must be on a straight time basis.
- d. Time worked while receiving "Emergency Pay" are regular hours worked during their normal shift within the forty (40) hour workweek period.
- e. The emergency pay premium will also be paid for any hours worked on an overtime basis during the emergency when the campus is on administrative leave.
- f. Premium pay received as emergency pay for hours worked during the employee's regular shift and when on an overtime basis shall be includable compensation for the purposes of determining the regular rate of pay for the payment of overtime.
- g. Employees on paid time off (i.e., Sick Leave, Vacation, Personal Holiday) when the emergency is declared who are not called back to work shall remain on such paid time off status and will not receive administrative leave pay or emergency pay.

### 10/12 and 11/12 Pay Plans

- 24.54 Probationary and permanent employees shall be eligible to request participation in the 10/12 or 11/12 pay plan.
- 24.55 The assignment of an eligible employee into the 10/12 or 11/12 pay plan and the yearly schedule shall be by mutual agreement of the appropriate administrator and the employee. Final approval by the President is required prior to employee participation in the 10/12 or 11/12 pay plan.
- 24.56 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. When operational needs require, the appropriate administrator may request an employee on the 10/12 or 11/12 work plan return to a twelve (12) month annual work year. In both instances, the employee and appropriate administrator shall attempt to reach mutual agreement regarding the request. In the absence of mutual agreement, the President shall make a final determination, provided that an employee be given at least twelve (12) months notice of his/her return to a twelve (12) month annual work year.
- 24.57 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.
- 24.58 An employee moving from a twelve (12) month status to the 10/12 or 11/12 pay plan shall retain his/her salary anniversary date.
- 24.59 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.
- 24.60 Ten (10) months 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, EPI and retirement.
- 24.61 Approval and denial of employee requests by the President as specified in provisions 24.54 through 24.60 shall not be subject to Article 9, Grievance Procedure.

## ARTICLE 25

### **BENEFITS**

#### **Health**

- 25.1 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 the agreement. Payment for these benefits shall be based on rates established by the CalPERS for participating members. The employer contribution shall be based on the current formula as provided in Government Code Section 22871. The employer contribution based on the current formula provided in Government Code 22871 shall be supplemented as follows:

<b><u>Coverage Category</u></b>	<b><u>Monthly Supplement</u></b>
Single	\$5
Double	\$10
Triple or more	\$20

#### **Health Premium Conversion**

- 25.2 All bargaining unit employees who contribute toward health benefits pursuant to provision 25.1 shall be entitled to participate in the CSU Health Premium Conversion Program. The terms of this program shall be determined by the CSU. All administrative costs for participation shall be paid by participating employees.

#### **Dental Care**

- 25.3 For the duration of this agreement the dental benefits provided by CSU through the insurer(s) selected by CSU for its indemnity and prepaid dental plans shall be offered to eligible employees and eligible family members as defined in provisions 25.7 and 25.8. The Employer's contribution to such plans shall equal one hundred (100) percent of the basic monthly premium. The level of benefits shall be the CSU Enhanced Level II Indemnity Dental Plan and the Enhanced Prepaid Dental Plan.

### Vision Care

- 25.4 Eligible employees and eligible family members as defined in provisions 25.7 and 25.8 shall be entitled to receive vision care benefits. Such benefits shall be provided by the CSU through carriers selected by the CSU. The CSU hereby agrees the Employer's contribution shall equal one hundred (100) percent of the basic monthly premium.

### Dependent Care Reimbursement

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

### Health Care Reimbursement

- 25.6 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.

### Eligible Employees

- 25.7 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 CSU benefit plans include Limited Hourly 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.

### Eligible Family Members

- 25.8 The term “eligible family members” 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-six (26). An adopted child, stepchild, illegitimate 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 age twenty-six (26) may also be enrolled if, at the time of initial enrollment of the employee, satisfactory evidence of such disability is presented to the carrier, consistent with the carrier's requirements. Upon attaining age twenty-six (26), a disabled child who is already enrolled may be continued in enrollment if satisfactory evidence of that disability is filed with the carrier in accordance with the carrier's criteria.

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, Section 22867 et. seq. of the Government Code and Section 1261 of the Health and Safety Code, of benefit eligible employees in the bargaining unit. The parties further agree that the registration of domestic partners of benefit eligible employees, and all other procedures and conditions required to receive health benefits as currently set forth in CalPERS Circular Letter 200-189-04, shall also apply to the receipt of dental and vision benefits. If said CalPERS regulations are revised, Circular Letter 200-189-04 as amended will control the implementation of health, dental and vision benefits for the domestic partners of benefit eligible employees.

- 25.9 No provision contained in this Article shall be implemented unless and until the amount required therefore is appropriated by the Legislature and made available to the CSU for expenditures for such purposes.

#### Recreational Facilities

- 25.10 Full-time employees shall have access to campus recreational facilities unless the President has determined that such access interferes with the authorized use of the facilities. A fee equal to the CSU costs may be charged. The use of campus recreational facilities by employees shall be wholly voluntary and shall not be considered as time worked.

#### Parking

- 25.11 An employee wishing to park at any CSU facility shall pay the CSU parking fee. The CSU shall provide for payroll deductions for this purpose upon written authorization by the employee. The CSU will meet and discuss with the Union before implementing any parking fee increases which are implemented at any campus during the life of this Agreement.

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

#### Travel Reimbursement

- 25.13 Employee expenses incurred as a result of travel on official CSU business shall be reimbursed in accordance with the rates established by the CSU, except that the parties must meet and confer on any CSU proposal to decrease such reimbursement allowances. The CSU shall provide the Union with the current travel rates.

#### Part-Time Employees' Retirement Plan

- 25.14 Part-time and temporary and employees who do not otherwise participate in the California Public Employees' Retirement System will be included in the California Department of Human Resources' Part-Time/Seasonal/Temporary Retirement Plan (PST), 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 (7.5) percent pretax reduction, in accordance with Section 414(h) of the Internal Revenue Code, from a participating employee's covered wages each pay period. The total cost for participation in the plan will be borne by the employee.

#### Flex Cash Plan

- 25.15 All employees eligible for either health insurance pursuant to provisions 25.1 of the Agreement, or dental insurance pursuant to provisions 25.3 of the Agreement, shall be entitled to waive health and/or dental insurance 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, each employee will be required to request participation and certify that he/she has alternate non-CSU insurance for the CSU insurance being waived. The

terms of this program shall be determined by the CSU. All administrative costs for participation shall be paid by the participating employees.

#### 403(b)

- 25.16 All members of the bargaining unit shall be eligible to participate in the 403(b) program in accordance with regulations and procedures as established by the California State University and in accordance with IRS regulations.

#### Employee Assistance Program

- 25.17 The CSU shall attempt to assist employees' voluntary efforts to correct job performance problems by endeavoring to provide a referral service to employees concerning drug, alcohol, or personal problems. The CSU shall continue to provide an Employee Assistance Program (EAP) at each campus. An employee undergoing alcohol, drug, or mental health treatment, upon approval, may use accrued sick leave, CTO and/or vacation for such a purpose.

#### Vesting

- 25.18 Bargaining unit employees hired on or after July 1, 2018 and become members of CalPERS on or after July 1, 2018 shall receive the full portion of the CSU contribution payable for health benefits upon retirement at age 52 with at least 10 years of service credit. In addition, bargaining unit employees meeting these requirements shall be eligible for the full portion of the CSU contribution payable for basic dental plan. To the extent that a change in legislation is required to implement this provision, Teamsters Local 2010 agrees to support the legislative changes necessary to give effect to this agreement.



## ARTICLE 26

### **APPRENTICESHIP PROGRAM**

#### Apprenticeship Program

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

#### Joint Apprenticeship Committee

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

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

#### Training Fund

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

#### Working Conditions

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

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

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

#### Apprentice Agreements

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

#### Apprentice Standards

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

## ARTICLE 27

### **TRAINING AND DEVELOPMENT**

#### General Training

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

#### Employee Fee Waiver

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

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

The following fees shall be fully waived:

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

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

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

An eligible employee enrolled in a doctoral program shall be provided a partial waiver, equivalent to the part-time Graduate Tuition Fee, of the applicable Doctorate Tuition Fee. Such an employee shall be responsible for paying the difference between the part-time Graduate Tuition Fee and the applicable Doctorate Tuition Fee.

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

#### Dependent Fee Waiver

- 27.12 Employees eligible for participation in the CSU Fee Waiver Program as defined in provision 27.3 may transfer their existing fee waiver benefit entitlement as defined in provision 27.3 to only one person at a time who is a spouse, domestic partner, or dependent child up to age 25, 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, or courses in self-support programs;
  - c. Participation by an eligible employee's spouse, domestic partner or dependent child is subject to each CSU campus' standard admission and registration policies and procedures.
  - d. For the purposes of this article, a dependent child is defined as: (1) the employee's child or stepchild under age 25 who has never been married; or (2) a child living with the employee in a parent-child relationship who is economically dependent upon the employee, under age 25, and has never been married; or (3) the employee's child or stepchild age 25 or above who is incapable of self-support due to a disability which existed prior to age 25.
- 27.13 The following fees shall be fully waived for a spouse, domestic partner or dependent child of the employee:
- Application Fee
  - Identification Card Fee (if mandatory)
  - State University Tuition Fee for courses taken in the Fee Waiver Program.

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

All other fees shall be paid at the regular rates.

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



## ARTICLE 28

### **HEALTH & SAFETY**

#### Safe Conditions

- 28.1 The Employer recognizes the importance of safe and healthful working conditions and shall make a reasonable effort to provide such to its employees.
- 28.2 The Employer and the employees shall comply with state and federal health and safety laws and regulations. The employees shall also comply with campus safety rules and regulations. This provision shall not be subject to the arbitration procedure of this Agreement.
- 28.3 Safety equipment, protective clothing, and tools shall be provided at no cost to an employee when it is deemed necessary by the President to maintain safe and healthful conditions. Such equipment may include, but is not limited to, safety glasses, respirators, masks, ear protectors, hard hats, harnesses, protective clothing required by federal or state regulations, safety shoes and gloves. When provided, such equipment shall be worn/used by the employee when appropriate.
- 28.4 The Employer may establish a uniform program so long as an employee's participation in the uniform program is voluntary.
- 28.5 An employee who observes or detects any health or safety hazard shall report it to the appropriate administrator as soon as possible. When appropriate the administrator will notify the Safety Steward of the reported health or safety hazard.
- 28.6 When an employee in good faith believes that he/she is being required to work under unhealthy and unsafe conditions or without adequate safety equipment and clothing, he/she shall notify the appropriate administrator.
- 28.7 The appropriate administrator or environmental Health and Safety Officer shall investigate as soon as possible the alleged unhealthy or unsafe conditions or lack of safety equipment and clothing (see provisions 28.3 and 28.6 above) and shall immediately communicate with the employee and the Safety Steward and the Chief Steward in the

absence of the Safety Steward as to the results of such an investigation and, if deemed necessary, the steps that shall be taken to correct the condition.

- 28.8 An employee may take out of service or shut down a machine when he/she considers it unsafe while reporting this condition to the appropriate administrator. If in good faith the employee believes continued operation of such a machine presents a clear danger to his/her health and safety, he/she may request a temporary reassignment pursuant to provision 28.6.
- 28.9 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 assignment shall continue until a remedy is implemented.

#### Safety Committees

- 28.10 There shall be a Teamsters Local 2010 (Unit 6) Safety Committee consisting of an equal number of management and employee representatives. The Union shall designate its representatives. Appointed representatives from management and the Union shall meet on a monthly basis or by mutual agreement. The purpose of these meetings is to recommend to the campus Plant Director, Environmental Health and Safety Office, and/or the Plant Operations Safety Committee safety regulations, guidelines, training programs, and necessary corrective action concerning conditions associated with the work environment. The Union may seek other remedies provided by law if the reasonable recommendations regarding corrective action are not implemented by the Employer within a reasonable period of time.
- 28.11 If a campus has a Plant Operations Safety Committee, a reasonable number of Unit 6 employee representatives may serve as committee members. Committee members may place items related to health and safety on the agenda for such committee meetings.
- 28.12 One campus employee from the bargaining unit shall be designated by Teamsters Local 2010 as the Safety Steward to represent the safety interest of bargaining unit employees. Such representation shall include membership on the existing campus wide and Teamsters Local 2010 (Unit 6) safety committees. Such a representative may submit

agenda items related to health and safety. This provision shall not preclude other bargaining unit employees from serving on the campus wide safety committee when appointed by means other than those provided in this provision. Other duties shall be as described in the Side Letter of Agreement.

- 28.13 The parties agree to continue the Joint System-wide Health & Safety Committee (JHSC), which will consist of twelve members, six of whom shall be selected by and represent the California State University and six of whom shall be selected by and represent Teamsters Local 2010. The roles and responsibilities of this committee are delineated in the Memorandum of Understanding in Appendix D1.
- 28.14 On the campuses, the person designated in provision 28.12 above as the Teamsters Local 2010 representative on safety issues will function as the Safety Steward.
- 28.15 Up to sixteen (16) hours of non-reimbursable release time will be provided at each campus to attend annual safety training sponsored by the Joint System-wide Health & Safety Committee. CSU will pay any cost for the training. Teamsters Local 2010 will pay the employee's travel costs.

#### On the Job First Aid/Medical Treatment

- 28.16 Adequate first aid equipment for the treatment of minor injuries shall be available at appropriate locations. Upon request of the employee, the Employer shall make arrangements to provide transportation for employees requiring medical treatment for on-the-job accidents or illnesses.

#### Campus Injury Reporting

- 28.17 All work-related injuries and illnesses shall be reported immediately to the appropriate administrator. When a Supervisor's injury report is filed, the Safety Steward shall be notified of the reported injury or illness.

## Statewide Injury Reporting

- 28.18 Quarterly the Chancellor's Office will provide, to the Teamsters Local 2010 members of the systemwide safety committee meeting, a list of the Worker's Compensation reportable injuries reported by Unit 6 employees during the quarter. The information shall include the classifications of the employees reporting the injuries and a brief description of how the accident occurred based on the JHSC approved guidelines.

## Asbestos/Hazardous Waste

- 28.19 The CSU shall endeavor to utilize non-bargaining unit personnel to remove asbestos which is currently identified by the CSU for priority removal. However, in the event that CSU desires to utilize University personnel on any campus to perform any asbestos-related duties including but not limited to removing or repairing asbestos lagging, performing any asbestos abatement or cleaning up asbestos, then the CSU may utilize qualified Bargaining Unit 6 employees in any classification to perform such work subject to the following procedure:
- a. On CSU campuses where Bargaining Unit 6 employees are qualified to perform such work, the University shall first endeavor to utilize qualified employees who have expressed a desire to perform such work. When there are an insufficient number of qualified employees desiring to perform such work, the CSU shall assign this work to qualified employees who shall not decline such assignments, subject to the other provisions of this article.
  - b. On CSU campuses where the University determines that an insufficient number of employees are qualified to perform such work, the University shall first endeavor to utilize employees who have volunteered to become qualified to perform such work. Once said volunteers are qualified, the CSU may assign such work to these, as well as to other qualified employees, who shall not decline such assignments, subject to the other provisions of this Article.
  - c. In the event that there are an insufficient number of employees desiring to become qualified to perform such work, then the CSU shall assign employees to first, become qualified to perform such work, and second, to then engage in such work assignments. The employees shall not decline such assignments, subject to the other provisions of this Article.
  - d. This provision shall not prohibit qualified bargaining unit employees from performing asbestos-related duties that are necessary in order to complete their normal duties.

- e. This provision shall supersede all existing campus asbestos-related work assignment practices or policies.
  - f. Payment for the performance of such duties shall be as provided in Article 24, Salary.
  - g. For the purpose of this article, the term "qualified" shall be defined as either "EPA-Certified" or "CAL-OSHA" approved training for asbestos-related work.
- 28.20 The decision to contract out asbestos-related work is the prerogative of the CSU and shall not be subject to the requirement of provision 4.1 of the Agreement to make every reasonable effort to perform such work in-house.
- 28.21 The Employer shall have available on each campus the Material Safety Data Sheets on hazardous substances used by unit employees. Where available, other similar information shall be provided to the Union upon the Union's written request and within the requirements of the law.

#### Safety Training

- 28.22 When the CSU desires to utilize training provided by the Union in hazardous waste handling Unit 6 employees who undertake such training shall be released from work without the loss of compensation to attend such training. When the Union agrees to provide such training it shall be provided at no cost to the CSU for such employees.
- 28.23 When the CSU desires to utilize training provided by the Union in asbestos handling and abatement, Unit 6 employees who undertake such training shall be released from work without the loss of compensation to attend such training.

## ARTICLE 29

### **WORK-INCURRED INJURY OR ILLNESS**

#### General Benefits

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

#### Industrial Disability Leave Benefits

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

to discontinue the supplement. Such a notice shall be provided fifteen (15) days prior to the effective date of such a discontinuation.

- 29.7 Sick leave supplements to IDL payments shall not result in the employee receiving a payment in excess of his/her regular salary or wage.
- 29.8 All payments received by an employee while on IDL shall be subject to mandatory and authorized voluntary deductions.

#### Right of Representation

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

#### Employee Pre-designation of Physician

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

### Appeal Process

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

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

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

### Confidentiality of Medical Records

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



## **ARTICLE 30**

### **LAYOFF**

30.1 It is the intent of the Employer to provide stability of employment to the employees.

30.2 When the President determines that a layoff is necessary on a campus because of a lack of work and/or a lack of funds, the following procedures shall apply.

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

#### **Notice of Layoff**

30.3 When the CSU determines that there is a need for implementation of any procedures outlined in this Article, the CSU agrees to immediately notify the Union. The Union may submit a written request to the Office of the Chancellor to meet and confer with the Union on the bargaining unit impact including, but not limited to, voluntary programs, reduced work time, leaves of absence, and any other remedy to mitigate layoffs.

#### **Order of Layoff**

30.4 Layoff shall be within a defined occupational series grouping as established by Appendix B. The order of layoff shall be:

- a. first, Limited Hourly employees;
- b. second, Temporary employees;
- c. third, Apprentices;
- d. fourth, probationary employees; and,
- e. last, permanent employees.

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

- 30.6 When there is a layoff pursuant to provision 30.2 above, Limited Hourly, temporary, apprentice, and probationary employees shall be laid off in a defined occupational series grouping without regard to length of service. Layoff is determined by merit and competency in relation to program needs.
- 30.7 Permanent employees shall be laid off in a defined occupational series grouping as defined in Appendix B in reverse order of seniority.
- 30.8 An employee who possesses documentable specialized skills that are needed for the program not possessed by other employees in classification(s) undergoing layoff may be excluded by the president from the layoff list.

#### Computation of Seniority Points

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

Time worked is credited as follows:

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

- d. Five hundredths (.05) of a point for month worked on an intermittent appointment.
- 30.12 Seniority credit is counted from the first calendar month of appointment to the current classification or classification within a defined occupation series grouping, if the appointment date is on or before the fifteenth (15th) calendar day of that month. Seniority credit is counted from the second calendar month of appointment to the current classification or skill level within a classification held if the appointment is after the fifteenth (15th) calendar day in that month.
- 30.13 Effective July 1, 1996, the parties may mutually agree that an employee may be temporarily assigned to a position in another classification at a salary rate appropriate for the temporarily assigned duties and responsibilities. Such temporary assignment shall not exceed six months (180 days), except by mutual agreement of the parties. A temporary assignment implemented under this provision shall not be considered as a break in service for computation of seniority points, and an employee on such temporary assignment shall retain bargaining unit status.
- 30.14 In no case shall a permanent employee earn more than twelve (12) seniority points per year.
- 30.15 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, as long as both classes are within the same occupational series grouping.

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

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

### Voluntary Programs to Avoid Layoff

- 30.18 At least seventy-five (75) days prior to the effective date of a layoff, the president shall make available voluntary programs to avoid layoff in order to determine whether such programs can effectively mitigate the need to layoff.
- 30.19 Such programs shall include, but shall not be limited to:
- a. A voluntary reduced worktime program may reduce the time worked by an employee within the workweek or within the workyear.
  - b. Leaves of absence without pay in accordance with Article 19 Leaves of Absence Without Pay, of this Agreement.

### Notice of Layoff

- 30.20 A temporary, intermittent, apprentice or probationary employee who is to be laid off shall receive notice of such layoff from the president no later than forty-five (45) calendar days before the effective date of layoff.
- 30.21 A permanent employee who is to be laid off shall receive notice of such layoff from the president no later than sixty (60) calendar days prior to the effective date of layoff. Such notice shall be in writing and mailed by certified mail, return receipt requested, to the employee's last known address.

### Employee Options in Lieu of Layoff

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

- 30.23 A permanent, probationary, or apprentice employee who has received a notice of layoff may elect to be transferred or demoted to any previously held classification outside of the occupational series grouping in which he/she held permanent status at the campus, provided there has been no break in service.
- 30.24 In order to elect provision 30.22 or 30.23 of this Article, an employee must notify the campus Personnel Office in writing of his/her election not later than seven (7) calendar days after receiving the notice of layoff.
- 30.25 An employee replaced by the demotion or transfer of an employee who has received a notice of layoff shall have the same rights as outlined in provisions 30.22 and 30.23 of this Article.
- 30.26 If an employee elects a demotion in lieu of layoff, he/she shall receive a payment above the maximum in accordance with Article 24, Salary.

#### Re-employment Rights

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

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

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

- 30.29 An employee re-employed under the conditions of this Article shall retain permanent status rights, service credit (subject to PERS regulations), salary step, sick leave, and seniority credits he/she held at the date of layoff.
- 30.30 Provisions of this Article shall apply only to the campus where the layoff occurred, except for provision 30.31 below.

#### Re-employment Opportunities

- 30.31 The CSU shall post all bargaining unit vacancies on the CSU careers section of the CSU website, thereby making available to employees information regarding employment opportunities at all CSU campuses. Employees in receipt of notice of layoff shall be notified of the opportunity to register online at the CSU Careers website in order to receive RSS feeds, or emails announcing position vacancies in the bargaining unit. Should such an employee be unable to receive such communications, he/she may request that Teamsters Local 2010 be sent those communications on his/her behalf.

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

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

## **ARTICLE 31**

### **SAVINGS CLAUSE**

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

## **ARTICLE 32**

### **DURATION AND IMPLEMENTATION**

- 32.1 This Agreement shall remain in full force and effect from the date of ratification by both parties up to and including June 30, 2020.
- 32.2 Negotiations for a successor agreement shall commence when the Union delivers to the CSU its proposals in writing no earlier than August 1, 2019 and no later than August 31, 2019.
- 32.3 Any term(s) 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 or makes available less than the amount needed 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.
- 32.4 This Agreement may be amended or modified from time to time by mutual agreement in writing, and any such amendments or modifications shall become a part of this Agreement. All supplements to be effective must be signed by the parties.



# APPENDICES

## **APPENDIX A**

### **SALARY SCHEDULE**

The Unit 6 salary schedule can be found at:

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

The salary schedule search can be found at:

<http://www.calstate.edu/HRAdm/SalarySchedule/salary.aspx>

Range Code 1 reflects the normal salary of the class. Additional information on Range Codes can be found at:

<https://www.calstate.edu/HRAdm/SalarySchedule/Range.htm>

## **APPENDIX B**

### **DEFINED OCCUPATIONAL SERIES GROUPING**

#### **#1**

(6474) Supervising Carpenter  
(6475) Lead Carpenter  
(6476) Carpenter I  
(6477) Carpenter Apprentice

#### **#2**

(6524) Supervising Painter  
(6525) Lead Painter  
(6526) Painter I  
(6527) Painter Apprentice

#### **#3**

(6532) Lead Electrician  
(6533) Electrician I  
(6534) Supervising Electrician  
(6536) Electrician Apprentice

#### **#4**

(6547) Supervising Plumber  
(6548) Lead Plumber  
(6549) Plumber I  
(6550) Plumber Apprentice

#### **#5**

(6280) Metal Worker I  
(6281) Metal Worker II  
(6285) Sheet Metal Apprentice  
(6587) Supervising Metal Worker

#### **#6**

(6641) Locksmith Apprentice  
(6642) Locksmith I  
(6643) Lead Locksmith  
(6644) Supervising Locksmith

#### **#7**

(6700) Supervising Building Service Engineer  
(6701) Building Service Engineer Apprentice  
(6702) Building Service Engineer  
(6707) Lead Building Service Engineer

#### **#8**

(6260) Facilities Control Specialist  
(6692) Refrigeration Mechanic Apprentice  
(6699) Air Conditioning/Refrigeration Mechanic

**#9**

- (6685) Power Plant Operator
- (6703) Operating Engineer
- (6704) Operating Engineer Apprentice

**#10**

- (6269) Supervising Automotive and Equipment Mechanic
- (6270) Automotive/Equipment Mechanic
- (6837) Mechanics Helper
- (6838) Automotive Mechanic Apprentice
- (6852) Lead Automotive and Equipment Mechanic

**#11**

- (6250) Facilities Worker I
- (6251) Facilities Worker II
- (6940) Facilities Maintenance Mechanic

**#12**

- (6616) Mason

**#13**

- (6941) Farm Maintenance Mechanic

**#14**

- (6575) Blacksmith

**#15**

- (6265) Facilities Project Supervisor

## **APPENDIX C**

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# **SIDE LETTERS OF AGREEMENT**

## **APPENDIX D-1**

### **MEMORANDUM OF UNDERSTANDING**

#### **Relating to Article 28 (Health & Safety)**

The Parties agree to continue a joint CSU- Teamsters Local 2010 health and safety program under the guidelines set forth below. The program will not automatically continue, rather, the Parties agree to review the program during the next full contract negotiations to determine whether or not to continue the program.

The Parties agree that this program is separate and apart from Teamsters Local 2010's Safety Steward Program. Teamsters Local 2010 is responsible for all costs related to Teamsters Local 2010 Safety Stewards, unless stated otherwise in this MOU or in the CBA, Article 28.

#### **Campus Teamsters Local 2010 Safety Committees Responsibilities:**

1. Provide copies of the campus meeting minutes to the Joint system wide Health & Safety Committee (JHSC), as requested;
2. Provide information collected by the campus regarding injuries/illnesses, accidents, training needs, and any other information to the JHSC as requested; and
3. Work with the Environmental Health & Safety Offices at the campuses and the Office of the Chancellor.

#### **Safety Stewards Responsibilities:**

1. Function as the liaison to the Campus Teamsters Local 2010 Safety Committee (and other campus safety committees) meetings;
2. May facilitate the reporting of safety issues to the appropriate management person, as designated by each campus, to
  - a. Support management with safety issues in the plant, and
  - b. Follow-up on action items identified by the campus Teamsters Local 2010 Safety Committee.

These responsibilities will be performed on an incidental basis. The Safety Steward's primary role is to perform the duties of his/her classification. Release time will be provided by the designated member of management upon request by the Safety Steward unless there are significant bona fide work reasons not to do so.

## **Joint Systemwide Health & Safety Committee (JHSC)**

### Purpose and Role

The JHSC will represent all of the California State University Campuses. The JHSC will:

1. Obtain and analyze system wide data on past injuries and illnesses, as well as identified safety problems and/or issues affecting multiple campuses;
2. Identify system wide trends; and
3. Make recommendations of corrective action to the Vice Chancellor of Human Resources and the Chief Financial Officer or their designees, including but not limited to: campus or system wide training.

### **Responsibilities of JHSC Members:**

1. Attend mutually agreed-upon JHSC meetings of the JHSC and perform;
2. Perform assignments as directed by the JHSC;
3. Coordinate with the campus Teamsters Local 2010 Safety Committees.
4. Contact Environmental Health & Safety, the Plant Director and/or the campus Teamsters Local 2010 Safety Committee for necessary information;
5. Prepare an annual report of its activities (recommendations and follow-up) for the Vice Chancellor of Human Resources and the Teamsters Local 2010 Business Manager; and
6. Work with the Environmental Health & Safety Offices at the campuses and the Office of the Chancellor.

Responsibilities will be performed on an incidental basis. The JHSC member's primary role is to perform the duties of his/her classification. JHSC members shall be released from work without a loss in pay for time spent in attendance at such meetings. Additional release time may be provided on an individual basis to meet special needs related to work schedules, travel requirements and preparation for JHSC members for JHSC meetings.

The JHSC will prepare an annual report of its activities for the Vice Chancellor of Human Resources and the Teamsters Local 2010 Business Manager. Recommendations of the JHSC may



be forwarded to the Vice Chancellor of Human Resources and the Chief Financial Officer or their designees at any time.

#### **Decision Making Process for Health and Safety Programs**

Final decisions regarding the health and safety program(s) will be made by the designee of the President on each campus and/or the designee of the Chancellor, as appropriate.

#### **Expenditures for Health and Safety Programs**

Any program requiring the expenditure of money will require authorization by the appropriate CSU management employee.

## **APPENDIX D-2**

### **SUPPLEMENTAL AGREEMENT**

#### **Clarification of Facilities Maintenance Mechanic Job Classification and Method of Placement Within the Salary Range**

1. It is understood the Facilities Maintenance Mechanic Classification is a generalist Classification and the intent is not that it be used to replace a specific trade's position.
2. The CSU and Teamsters Local 2010 agree to meet, review and more closely define the role of the Facilities Maintenance Mechanic Job Classification in relation to the specific trade's positions.
3. CSU and Teamsters Local 2010 agree to explore a method of determining, in general, what section within the pay range an employee should be paid based on their assigned trade work. This includes being able to communicate the "hiring range" to applicants.

## **APPENDIX D-3**

### **SUPPLEMENTAL AGREEMENT**

#### **Implementation for Qualified High Voltage Electricians**

The CSU and Teamsters Local 2010 both recognize and understand the need for qualified high voltage electricians. Notwithstanding the following, the Parties understand that the collective bargaining agreement does not mandate the campuses to use high voltage electricians. Where an individual Director of Plant Operations or the appropriate administrator determines the need for such at a particular campus, the Parties agree to the following criteria:

1. A qualified high voltage electrician for the purposes of this Agreement is a person who meets the criteria set forth in Provision 24.46 of the collective bargaining agreement.

Individuals interested in performing high voltage work will notify the Director of Plant Operations or the appropriate administrator of their interest to perform such work and training to qualify them to perform this work.

2. The Director of Plant Operations or the appropriate administrator will verify and confirm the employee meets the criteria designated in the collective bargaining agreement, Provision 24.46, and will notify the interested employee(s) whether or not he or she meets the criteria designated in Provision 24.46 within a reasonable time.
3. Once designated as a qualified high voltage electrician the employee will perform high voltage work when authorized and directed by the Director of Plant Operations or the appropriate administrator.

## **APPENDIX D-4**

### **SUPPLEMENTAL AGREEMENT**

#### **Implementation for Critical Skills Bonus Plans**

The CSU and Teamsters Local 2010 both recognize and understand the need for qualified and trained employees. Notwithstanding the following, the Parties understand that the collective bargaining agreement does not mandate the campuses to require employees to receive and renew the certifications referenced in Article 24, Provisions 24.49 through 24.52 Critical Skills Bonus Plans. Where an individual Director of Plant Operations or the appropriate administrator determines the need for one or more of the certifications for a particular campus, the Parties agree to the following criteria:

1. Individuals interested in receiving or renewing one of the certifications referenced in Article 24, Provisions 24.49 will notify the Director of Plant Operations or the appropriate administrator of their interest in such training.
2. The Director of Plant Operations or the appropriate administrator will verify and confirm the campus need for such training and certification. If the Director of Plant Operations or appropriate administrator determines a campus need he or she will notify the employee in writing of the campus need for the particular certification.
3. The employee will then register for one of the preapproved training programs. After completing the required certification training program, the employee will provide proof of completion to the Director of Plant Operations or appropriate administrator.
4. The Director of Plant Operations or appropriate administrator will notify the employee whether or not he or she meets the certification designated in Provision 24.49 within a reasonable time.
5. Payment for the certification will be made in conformity with Provision 24.49 and 24.52 of the collective bargaining agreement.
6. For employees who obtained the initial certification prior to ratification of this collective bargaining agreement; and the certification was (1) at the request and approval of the Director of Plant Operations or appropriate administrator and (2) received by an agency approved by the

Director of Plant Operations or appropriate administrator; and the employee has not received payment for such certification the employee shall be paid a five hundred dollar (\$500) bonus.

7. For employees who obtained a renewal certification prior to ratification of this collective bargaining agreement; and the certification was (1) at the request and approval of the Director of Plant Operations or appropriate administrator and (2) received by an agency approved by the Director of Plant Operations or appropriate administrator; and the employee has not received payment for such renewal certification the employee shall be paid a two hundred and fifty dollar (\$250) bonus.

## **APPENDIX D-5**

### **SUPPLEMENTAL AGREEMENT**

#### **Joint Apprenticeship and Training Committee**

California State University (CSU), Teamsters Local 2010, and the JATC agree to work together to establish apprenticeship programs at CSU campuses that currently do not have an apprenticeship program as and when practicable.

#### **Side Letter Agreement – Troops to Trades Program**

##### **Background**

The California State University (CSU), Teamsters Local 2010, the California Department of Veterans Affairs (CalVet), and the U.S. Department of Veterans Affairs (USDVA), are partnering to offer training opportunities for military veterans in the joint CSU/ Teamsters Local 2010 Apprenticeship Program. The CSU and Teamsters Local 2010 have developed this opportunity for veterans to get hands on and classroom training in accordance with the policies set forth in the USDVA's On the Job Training (OJT) Apprenticeship Program and the Non-Paid Work Experience (NPWE) program. This program is certified through California's State Approving Agency for Veterans Education (CSAAVE) to allow qualified veterans an OJT or NPWE training opportunity at a CSU campus. The program enables a qualified veteran to collect their veterans GI Bill benefits while receiving workforce training.

##### **Terms of Agreement**

1. In support of both the OJT and NPWE programs, the CSU and Teamsters Local 2010 agree that the following provisions of the CBA shall not apply to Veterans enrolled in the NPWE program:
  - a. Article 7.20
  - b. Article 24.3
  - c. Article 25.1, 25.3, 25.4, 25.5, 25.6, 25.8, 25.14, 25.15 and 25.16
2. In all other respects, NPWE Apprentice Employees will be treated the same as non-NPWE Apprentices, i.e., the same provisions of the CBA applicable (or not applicable) to other Apprentice Employees, shall apply (or not apply, as the case may be under Article 26.8), to NPWE Apprentice Employees and during both their first year of employment as NPWE

employees and during their subsequent employment, if any, at the CSU as long as they remain Apprentices.

3. Veterans enrolled in the NPWE program shall receive OJT and classroom training in accordance with the CSU apprenticeship program at the enrolled campus with no financial compensation, as specified for this program by the USDVA, for a term of twelve (12) months.
4. Participating CSU campus are responsible to pay Union dues of \$50.00 per month on behalf of the Veterans enrolled in the NPWE program, on a quarterly basis.
5. At no time will the number of Troops to Trade apprentices in the CSU system exceed the number of standard apprentices enrolled in the program. Troops to Trade Apprentices will be classified as such throughout the duration of their apprenticeship program, for tracking purpose regarding the system-wide ratio, only.
6. Veterans enrolled in the NPWE program can work up to a maximum of twelve (12) consecutive months. Veterans hired as apprentices after Twelve (12) months of service in the NPWE program, will receive compensation based on Article 24 in the CBA.

## **APPENDIX D-6**

### **SIDE LETTER OF AGREEMENT**

#### **Discussion of Future Implementation of Steps**

1. CSU and Teamsters Local 2010 agree to meet and discuss the viability of the implementation of a step process salary structure.



## APPENDIX D-7

### **SIDE LETTER OF AGREEMENT**

#### **Provision of Information**

1. Pursuant to Article 7.9 and upon written request of the Union, the Union shall be provided employee lists and other Public Records<sup>1</sup> disclosable under the California Public Records Act and/or other information disclosable under HEERA (other information).
2. Subject to the cost limits in paragraph 3 of this Side Letter, Teamsters Local 2010 will not be charged for providing Public Records and/or other information disclosable under HEERA.
3. Where the Public Records or other information requested are so substantial that the direct costs of producing the document would exceed \$75, the union shall be responsible for all direct costs of production over that amount.
4. When calculating the direct cost of production, the cost of duplication will be assessed at the rate of \$0.20 per page for documents up to 8½ x 14 in size, irrespective of whether they are provided in hard or electronic format<sup>2</sup>.
5. When calculating the direct costs of production, the estimate shall not include the cost of locating, retrieving, or inspecting records.
6. When the request is for Public Records or other information held electronically, the requestor shall pay, in addition to the direct costs of production in paragraph 3, the costs of producing the requested electronic Public Records or other information if
  - i. The requested Public Record or information is a report that is being requested out of sequence with otherwise regularly scheduled intervals for the production of that report.

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<sup>1</sup> As defined in California Government Code Section 6252(e) *et seq.*

<sup>2</sup> The costs of copying unusual records e.g. blueprints, or records larger than 8½ x 14 are to be calculated on a case by case basis. Where a statute establishes specific charges for specific types of records (e.g. Cal. Gov. Code 6253(b) personal information about the requestor, including employee and student records), the statutory amount shall be used in calculating the direct costs of production.

- ii. The request requires data compilation, extraction or programing.
  - iii. The requested record/information does not exist in the form as requested by the union and needs to be created, compiled, or otherwise constructed by the CSU.
- 7. Where the cost of production exceeds \$75, the CSU will provide an estimate of the time and costs necessary for its production. The estimated costs of production will be based on number of hours of work involved in producing the record at the hourly rate of the employee or employees engaged in its production. The hourly rate will include salary plus total benefit costs. Pursuant to HEERA, if there is any dispute regarding the information that can be provided and/or the cost to do so, the parties agree to meet and confer regarding the dispute.
- 8. At the time of the production of the record/information to the Union, the CSU will forward to Teamsters Local 2010 an itemized bill along with the record/information. Teamsters Local 2010 agrees to pay the bill within 45 days.
- 9. A copy of an employee's Personnel File will be provided without charge on the written request of the employee and/or union. If there is a subsequent request for a copy of the Personnel File with 12 months of the written request, the costs of production shall be paid by the requesting employee or union at the duplication rate of \$0.20 per page.

## **APPENDIX D-8**


(removed from Agreement)

## APPENDIX D-9

### MEMORANDUM OF UNDERSTANDING


1. California State University is the preeminent provider of high quality, affordable education in California and a critical engine of our state's economy. The Teamster skilled trades workers of Unit 6 provide the critical services necessary to maintain CSU's infrastructure. At many of our campuses, the utilities infrastructure is obsolete, built more than a half century ago, and in need of upgrade or replacement. The continued use of antiquated facilities impedes the educational opportunities of students, the CSU's ability to attract and retain faculty and staff, and any interruptions, shutdowns, or failures in any of the infrastructure areas will impede our ability to provide educational services in a safe environment for students, faculty and staff.
2. Therefore, the CSU and Teamsters Local 2010 agree to coordinate and cooperate in joint efforts to attain adequate funding from the state to support the critical educational mission of CSU, including funding necessary to address the significant backlog of deferred maintenance and provide adequate staffing in the CSU system.

For the CSU



2/28/18

For Teamsters Local 2010



2-28-17