

## ARTICLE 12

### ASSIGNMENT/REASSIGNMENT

12.1 The President may assign/reassign an employee any duties consistent with their classification. The employee shall receive notice of reassignment prior to implementation. Unit 1 Physicians shall not be required to perform duties that are outside of their scope of practice, defined as the procedures, actions and processes that a healthcare practitioner is permitted to undertake in keeping with the terms of their professional license and board certification.

#### Lead Physician

- a. Lead Physician function and duties are solely within the President's discretion. There is no requirement that the CSU must make a Lead Physician assignment at any campus. The assignment may be made or withdrawn at any time by the President. The assignment is subject to the physician's acceptance prior to the beginning of the assignment.
  - b. The peer review process is within the physician job description and is not uniquely part of Lead Physician function.
  - c. Beginning July 1, 2001, the President may authorize Unit 1 employees assigned to the Lead Physician function to receive a monthly stipend between 5% and 10% of the employee's base salary, to be paid from campus funds. Such monthly stipends shall not be a permanent part of the physician's base salary and shall not be considered a PBSI.
  - d. Physicians assigned to the Lead Physician function are neither automatically entitled to, nor disqualified from receiving PBSIs.
  - e. Each President may continue their current campus practice regarding compensation [including benefits and privileges] for the Lead Physician function, or in the alternative, implement the monthly stipend provision provided above.
- 12.2 An employee may be temporarily assigned to another classification by the President for up to six (6) months when the President determines such an assignment is in the best interest of the campus. Such an assignment may be extended for up to an additional six (6) months by mutual agreement of the President and the employee.
- 12.3 After serving thirty (30) consecutive days in a temporary assignment at a higher classification, an employee shall begin to receive the appropriate compensation of the higher classification.

- 12.4 An employee may request in writing to the appropriate administrator assignment to a particular set of duties they wish to perform. These duties must be consistent with the employee's classification and scope of practice. The appropriate administrator shall meet with the employee to discuss and answer the request.
- 12.5 Managers/supervisors may perform work normally performed by employees covered by the terms of this Agreement when the President determines that the performance of such work is necessary and desirable to the CSU's operations and programs.
- 12.6 The CSU agrees to immediately meet and confer on the bargaining unit impact of provision 12.5 of this Article when the CSU determines that there may be a need for implementation of any procedures in Article 25, Layoff.

#### New or Revised Classification

- 12.7 The CSU shall notify the Union thirty (30) days prior to the effective date of new or revised classifications related to bargaining unit classifications.
- a. Prior to the effective date of a new classification, the Union may request a meeting with the CSU to discuss whether the new classification is appropriate for the bargaining unit. Such a meeting shall be held. The parties may mutually agree in writing to modify the unit to include the new classification. If the parties disagree as to the inclusion of a new classification in the bargaining unit, either party may seek a unit modification pursuant to the procedures established by the Public Employment Relations Board (PERB).
  - b. Prior to the effective date of implementing a classification revision, the Union may request to meet and confer regarding the demonstrable impact of the revised classification on bargaining unit members.