Collective Bargaining Agreement

between

The Board of Trustees
of
The California State University

and the

California State University
Employees Union

~

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

~

March 20, 2012 - June 30, 2014

CSUEU CSEA / SEIU Local 2579	**California State University Employees Union** **1108 "O" Street, 5th Floor** **Sacramento, CA 95814**	CSU	**The California State University** **Office of the Chancellor** **401 Golden Shore** **Long Beach, CA 90802-4210**

TABLE OF CONTENTS

		Page
ARTICLE 1	RECOGNITION	1
ARTICLE 2	DEFINITIONS	2
ARTICLE 3	MANAGEMENT RIGHTS	6
	Contracting Out	6
	Long-Term Contracting Out	6
	Successor Contracts	6
	Contracting Out Information	7
ARTICLE 4	EFFECT OF AGREEMENT	8
	Savings Clause	8
ARTICLE 5	UNION RIGHTS	9
	Use of Facilities	9
	Campus Communication	9
	Bulletin Boards	9
	Union Business	9
	Employee Lists	10
	Release Time for Union Business	10
	Union Leave	11
	Union Orientation	12
	Union Security	12
ARTICLE 6	CONCERTED ACTIVITIES	14
ARTICLE 7	GRIEVANCE PROCEDURE	15
	Definitions	15
	Informal (Optional)	16
	Level I - Appropriate Administrator	16
	Level II - Campus President or Designee	17
	Level III - Office of the Chancellor	18
	Level IV - Arbitration	18
	Mediation	20
	Mediation/Arbitration Procedure	21
	General Provisions	22
	Release Time for State Personnel Board (SPB)	24
ARTICLE 8	COMPLAINT PROCEDURE	25
	Definitions	25
	Informal (Optional)	26
	Level I - Appropriate Administrator	26
	Level II - Campus President or Designee	27
	Level III - Office of the Chancellor	28
	Mediation	28
	General Provisions	29

TABLE OF CONTENTS

		Page
ARTICLE 9	EMPLOYEE STATUS	32
	Appointment	32
	Shift Change	33
	Emergency Appointment	33
	Probation/Permanency	33
	Probationary Period/Credited Service	34
	Service in Work Training or Work Relief Programs	34
	Suspension of Service Credit	34
	Change in Position	35
	Classification Change	35
	In-Classification Progression	36
	Classification or In-Classification Progression Review	36
	Employee Requested Classification or In-Classification Progression Review	37
	Classification and/or In-Classification Progression Appeal	37
	Rejection During Probation	37
	Expedited Binding Mediation	38
	Permanent Status	40
ARTICLE 10	EMPLOYEE PERFORMANCE	42
ARTICLE 11	PERSONNEL FILE	44
	Employee Access	44
	Rebuttal	45
	Request for Correction	45
ARTICLE 12	CORRECTIVE ACTION	46
	Reprimands	46
	Rebuttal to Reprimand	46
	Removal of Reprimand from Personnel File	46
	Temporary Suspension	47
	Investigatory Interviews (Weingarten Rights)	47
ARTICLE 13	RESIGNATIONS	48
	Automatic Resignation	48
	Voluntary Resignation	49
ARTICLE 14	VACATIONS AND HOLIDAYS	50
	Vacations	50
	Vacation Accrual	50
	Vacation Credits	50
	Vacation Requests	51
	Lump Sum Payment	52
	Holidays	52
	Personal Holiday	54
	Holiday Work Compensation	54

TABLE OF CONTENTS

		Page
ARTICLE 15	LEAVES OF ABSENCE WITH PAY	55
	Sick Leave	55
	Catastrophic Leave Donation Program	56
	Absences Chargeable to Sick Leave	57
	Bereavement/Funeral Leave	58
	Jury Duty	58
	Leave to Vote	59
	Leave to Serve as a Precinct Officer	59
	Absence as a Witness	59
	Military Leave	60
	Supplement to Industrial Disability Leave (IDL)	60
	Parental Leave	61
	Organ Donor and Bone Marrow Leave	61
ARTICLE 16	LEAVES OF ABSENCE WITHOUT PAY	62
ARTICLE 17	ASSIGNMENT/REASSIGNMENT	64
	Permanent Reassignment	64
	Temporary Reassignment	64
	Assignment	65
	Classification Studies	65
	Outside Employment	66
ARTICLE 18	HOURS OF WORK	67
	Work Schedules - Non-Exempt Employees	67
	Work Schedules - Exempt Employees	67
	Work Schedules for Exempt and Non-Exempt Employees	68
	Normal Work Schedule	68
	Compressed and Alternate Work Schedules	68
	Employee Request for Work Schedule Change and/or Flexible Work Hours	70
	Excess or Deficit Work Hours	70
	Meal Periods	70
	Rest Periods	71
	Clean-up Time	71
	Telecommuting	71
	Year Round Operations Meet and Confer	72
ARTICLE 19	OVERTIME	73
	Overtime Compensation	73
	Compensatory Time Off (CTO)	74
	Extended Work Hour Meal Allowance	75
	Call-Back	75
	On-Call Time	75

TABLE OF CONTENTS

		Page
ARTICLE 20	SALARY	76
	General Salary Increase	76
	Shift Differential	76
	Pay Plans	77
	Merit Salary Increase	78
	Bonus Plans	79
	In-Range Progression	80
	Salaries for Classifications with Skill Levels and Sub-ranges	81
	Salary Stipends	82
	Red Circle Rates	82
	Emergency Pay	83
	Underpayment of Wages	83
	Information Reports	84
ARTICLE 21	BENEFITS	85
	Eligiblity	85
	Health, Dental and Vision Benefits for Domestic Partners of CSU Benefit Eligible Employees	85
	Health	86
	Dental	86
	Vision Care	86
	Health Care Reimbursement Account	86
	Life, Accidental Death and Dismemberment Insurance	86
	Rural Health Care Stipend	86
	Non-Industrial Disability Insurance	87
	403 (b) Plan	87
	Information Regarding Benefits	87
	Travel Reimbursement	87
	Parking Fees	87
	Uniform Reimbursement	88
	Employee Assistance Programs	89
	Dependent Care Reimbursement	89
	Retirement	90
	Enhanced 1959 Survivors Benefit	90
	Dependent Care	90
	Health Premium Conversion Program (TAPP)	90
	FlexCash Plan	90
	Part-Time Employees Retirement Plan	91
	Golden Handshake	91
	Public Transportation Incentives	91
	Housing Assistance Programs	92
ARTICLE 22	PROFESSIONAL DEVELOPMENT	93
	General Training and Development	93
	Training Opportunities	93
	Training Proposals	93
	Professional Development	94

TABLE OF CONTENTS

		Page
	Employee Development	94
	Career Opportunities	96
	Reimbursement for Job-Required Training Expenses	96
	Compensation for Hours Worked Attending Training	97
	Fee Waiver	97
	Dependent Fee Waiver	99
	Continuing Education - Unit 2	100
ARTICLE 23	HEALTH AND SAFETY	102
ARTICLE 24	LAYOFF	104
	Determination	104
	Union Notice	104
	Order of Layoff	104
	Temporary and Probationary Employees	104
	Permanent Employees	104
	Employee Notice of Layoff	105
	Reassignment to Vacancies	105
	Retreat Rights	105
	Computation of Seniority Points for Permanent Employees	106
	Tie-Breaking in the Order of Layoff	107
	Reemployment Rights/Opportunities	108
	Voluntary Programs to Avoid Layoff	108
ARTICLE 25	NON-DISCRIMINATION	110
	Non-Discrimination	110
	Whistleblowing	110
ARTICLE 26	CRUISE EMPLOYEES	111
	Food Service Series Cruise Calendar Employees	111
	Incidental Pay Premium	111
	Employee Reimbursement	111
ARTICLE 27	LABOR MANAGEMENT COMMITTEES	113
	Campus Labor Management Committees	113
	Systemwide Labor Management Committees	113
	General Provisions	113
ARTICLE 28	FAMILY AND MEDICAL LEAVE AND PREGNANCY DISABILITY LEAVE	114
	Eligibility	114
	Entitlement	114
	FML Entitlement	114
	Time Taken on FML	115
	Request and Approval	116
	Return to Work	116
ARTICLE 29	DURATION AND IMPLEMENTATION	118

TABLE OF CONTENTS

Page

SIDE LETTERS OF AGREEMENT

SIDE LETTER 1 ARTICLE 5 - OFFICE SPACE 119

SIDE LETTER 2 ARTICLE 27 - LMC ON LONG-TERM COMPENSATION STRATEGY 120

SIDE LETTER 3 REOPENER ON SALARY STRUCTURE AND MOVEMENT THROUGH RANGES 121

SIDE LETTER 4 GRIEVANCE ARBITRABILITY 122

APPENDICES

APPENDIX A INCLUDED CLASSIFICATIONS 123
Bargaining Unit 2 123
Bargaining Unit 5 124
Bargaining Unit 7 124
Bargaining Unit 9 126

APPENDIX B LIST OF PER DIEM EMPLOYEES 130

APPENDIX C OVERTIME/SHIFT DIFFERENTIAL 131
Definitions 131
Shift Differential 132
Overtime 137

APPENDIX D SUPERSESSION 140

APPENDIX E SALARY SCHEDULE 141
Bargaining Unit 2 141
Bargaining Unit 5 143
Bargaining Unit 7 145
Bargaining Unit 9 151

INDEX 162

SIGNATURE PAGE ..... (inside back cover)

ARTICLE 1

RECOGNITION

1.1 The Trustees of The California State University (CSU) recognize the California State University Employees Union (CSUEU), Service Employees International Union (SEIU) Local 2579, the Union, as the sole and exclusive bargaining representative for Bargaining Units 2, 5, 7 and 9, which includes the employees in classifications described in Appendix A of this Agreement.

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

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

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

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

ARTICLE 2

DEFINITIONS

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

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

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

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

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

2.6 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.

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

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

2.9 Conversion - The term "conversion" as used in this agreement refers to the implementation of new classification structure(s) in which the original classification(s) are abolished and replaced with new classification structure(s) with a new set of classification(s) and the employees are placed in the new classification(s). The impact of any conversion including, but not limited to, compensation shall be subject to the collective bargaining process.

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

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

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

2.13 Day - The term "day" as used in this Agreement refers to a calendar day. The time in which an act provided by this Agreement is to be done is computed by excluding the first day, and including the last, unless the last day is a holiday or other day on which the Employer is not regularly open for business, and then it is also excluded.

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

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

a. Probationary Employee as used in this Agreement refers to a bargaining unit employee who has received a probationary appointment and is serving a period of probation.

b. Permanent Employee as used in this Agreement refers to a bargaining unit employee who has been awarded permanent status and is serving in a permanent appointment.

c. Temporary Employee as used in this Agreement refers to a bargaining unit employee who is serving in a temporary appointment for a specific period of time.

d. Intermittent Employee as used in this Agreement refers to a temporary bargaining unit employee (including a rehired annuitant) who is appointed without a timebase to do bargaining unit work on as-needed hourly basis and who is paid only for hours worked. Intermittent employees shall not displace bargaining unit employees.

e. Per diem Employee as used in this agreement refers to a type of hourly intermittent employee in classifications listed in Appendix B who are paid by a per diem salary rate which includes a base hourly rate plus twenty-nine percent (29%) of the hourly rate. A per diem employee does not accrue leave and is not eligible for benefits and is not covered by Articles 14, 15, 16, 21, and 22. A per diem employee is eligible for retirement pursuant to Provision 21.37 (Part-time Employees Retirement Plan) and in accordance with CalPERS regulations. Per diem employees shall not displace bargaining unit employees. "Displacement" includes layoff and demotion.

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

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

2.18 In-range progression – The term "in-range progression" as used in this agreement refers to an increase in salary within a salary range or sub-range, but is not a movement to a higher skill level.

2.19 Lead Work Assignment - The term "lead work assignment" as used in this Agreement refers to a written assignment made by an appropriate administrator to a bargaining unit employee which includes a broad range of responsibilities for providing work direction to individuals who may or may not be CSU employees.

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

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

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

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

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

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

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

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

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

2.29 Union Representative - The term "Union Representative" as used in this Agreement refers to a person who has been officially designated in writing by the Union as a Union Representative.

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

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

ARTICLE 3

MANAGEMENT RIGHTS

3.1 The CSU retains and reserves unto itself, without limitation, whether exercised or not, all powers, rights, authorities, duties, and responsibilities which have not been specifically abridged, delegated or modified by this Agreement.

Contracting Out

3.2 When the Employer deems it necessary in order to carry out the mission and operations of the campus, the Employer may contract out work to external vendors and third-party providers of services provided that the contracting out does not displace bargaining unit employees. "Displacement" includes layoff, demotion, involuntary transfer to a new classification, involuntary transfer to a new satellite campus location or a location–requiring a change of residence, and involuntary timebase reductions.

Long-Term Contracting Out

3.3 Long-term contracting out shall mean contracting out work which is more than one hundred eighty (180) days.

3.4 The CSU shall notify the Union when contracting out is to be on a long-term basis for an initial long-term contract. Notice to the Union shall be no later than one hundred twenty (120) days prior to the commencement of long-term contracting out.

3.5 In emergency circumstances, when the University enters into a contract under which long-term contracting out will commence in less than forty (40) days, when possible, notification shall be made two (2) weeks prior to implementing the contract, but in no event later than ten (10) working days after commencement of the long-term contracting out.

3.6 The Union may request to meet and confer on the impact of long-term contracting out work within 30 days of receiving notice from the CSU. The CSU shall meet and confer with the Union for this purpose within thirty (30) days of such a request.

Successor Contracts

3.7 CSU shall notify the Union prior to contracting out for a successor contract. Notice to the Union shall be no later than ninety (90) days prior to contracting out. If there is no Request for Proposal, the CSU shall notify the Union no later than ninety (90) days prior to the commencement of the contracting out. Within thirty (30) days, the Union shall inform the CSU whether or not it wishes to meet and confer.

Contracting Out Information

3.8 Prior to meeting and conferring on long-term contracting out or contracting out under a successor contract, the University will provide to CSUEU all existing relevant written information, which may include, the Request for Proposal, copies of all bids received, any cost analysis used by the University to evaluate the need for contracting out, and copies of all consultants' reports, if any, used by the University in making its decision regarding contracting out. The meeting will not delay the commencement of the contracting out.

ARTICLE 4

EFFECT OF AGREEMENT

4.1 This Agreement constitutes the entire Agreement of the Trustees and the Union, arrived at as the result of meeting and conferring. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties in an expressed written amendment to the Agreement**.** This Agreement supersedes all previous Agreements, understandings, and prior practices related to matters included within this Agreement. In the absence of any specific provisions in this Agreement, all CSU practices and procedures are at the discretion of the Employer.

The CSU shall provide notification to the Union of proposed changes in written systemwide and/or campuswide policies affecting wages, hours and conditions of employment during the term of this Agreement. Such notice shall be given at least thirty (30) days prior to the implementation of changes in such policies. Upon written request of the Union, the parties shall meet and confer regarding the impact of such changes within thirty (30) days of the union's request to meet and confer, unless the parties mutually agree to extend the time.

Written campuswide policies shall be made available for review by employees. However, this provision shall not be interpreted as conferring a right to reopen any provision of this agreement.

4.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as provided for in this Agreement, the CSU and the Union, for the life of this Agreement, voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Savings Clause

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

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

ARTICLE 5

UNION RIGHTS

Use of Facilities

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

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

Campus Communication

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

Bulletin Boards

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

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

Union Business

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

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

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

Employee Lists

5.9 The campus Human Resources Office shall provide to the person(s) designated by the Union, upon written request, a monthly list of all employees in bargaining units 2, 5, 7 and 9. Such lists shall contain names, bargaining unit, classification, department name or department code and campus mailing address and shall be provided at no cost to the Union. An employee's home address shall be released to the Union unless the employee has officially informed the CSU that he/she wishes the home address withheld. Upon request of CSUEU, these monthly lists shall be provided in electronic format.

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

Release Time for Union Business

5.11

a. The CSU shall provide release time for up to ten (10) people employed by the CSU for each scheduled meet and confer session. Normally, the Union shall provide the Office of the Chancellor and the relevant campus(es) with the names of the employees for whom release time is being requested at least five (5) working days prior to the commencement of the meet and confer session(s). Additional release time shall be provided on an individual basis to meet special needs related to transportation and work schedules. Upon the Union's request, such additional release time may include granting no more than one (1) additional day prior to the scheduled meet and confer session for an employee whose workday ends between midnight and 6:00 a.m. The parties may mutually agree to provide release time for bargaining unit members to caucus upon request by CSUEU. Upon request an employee on the bargaining team on swing or graveyard shift shall be reassigned to the day shift for the duration of bargaining.

b. Up to seven (7) employees designated by CSUEU shall be provided with release time to attend Board of Trustees meetings. Such requests shall be submitted to the Office of the Chancellor and the relevant campus(es) far enough in advance to permit scheduling of CSUEU speakers pursuant to rules and regulations of the Trustees, and to arrange the appropriate release time.

c. Upon request of the Union, the President may authorize an unpaid leave of absence for any Union Representative for up to one year for union business. Such request shall be submitted to the Office of the Chancellor, with a copy sent to the relevant campus(es). Such leave shall not be unreasonably denied and, if granted, shall conform to Article 16, Leaves of Absence Without Pay.

d. The CSUEU and the CSU agree that an annual allotment of five hundred seventy-six (576) days will be available, as requested by CSUEU Headquarters, provided that all the requirements of Provision 5.6 are met.

1. The allotment of five hundred seventy-six (576) days will be used on a fiscal year basis from July 1 through June 30 of each year of the Agreement. Any days that both parties agree are unused at the end of the fiscal year become available for use of CSUEU in accordance with the requirements of this provision.

2. CSUEU Headquarters shall submit to the CSU thirty (30) working days in advance of the first date of leave requested the names of the Union Representatives at each campus who shall be eligible for such leave.

3. Requests for release time under this provision shall be submitted in writing by CSUEU Headquarters to the CSU Headquarters, with a copy to the relevant campus(es). The request shall be submitted to CSU Headquarters, with a copy to the relevant campus(es), at least five (5) working days in advance of the requested time off. Any request not received five (5) working days in advance shall be deemed denied. Once a request is submitted, it will normally not be changed. The Union will notify the CO within thirty (30) days if the approved leave is not used. Leave requests that are not used shall be restored to the 5.11 (d) pool**.**

4**.** The campus shall grant such requests, provided operational needs are met. If release time is denied, the campus shall provide a written explanation of the reason(s) for the denial.

5. CSUEU shall provide to the CSU a quarterly report of leave used under this provision. The report shall be submitted by the end of the month following the end of each quarter (April 30, July 31, October 31, and January 31). Each campus will also submit to the Office of the Chancellor a list of the leave used on their campuses under this provision by the same deadline.

6. The Office of the Chancellor will work with CSUEU to reconcile any discrepancies.

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

<u>Union Leave</u>

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

loss of compensation to any Union Representative. CSUEU shall provide a copy of the request to the relevant campus(es).

a. Such a leave may be partial or full-time and shall not be less than one (1) day for exempt employees and shall be on an hour for hour basis for non-exempt employees. No leave may be more than one (1) year in duration. An employee on such a leave shall continue to earn service credit and retirement credit. An employee on such a leave shall have the right to return to his/her former position upon expiration of the leave. Such a leave shall not constitute a break in the employee's continuous service for the purpose of salary adjustments, sick leave, vacation or seniority.

b. The CSU shall be reimbursed by the Union for all compensation paid the employee on account of such leave plus thirty-six percent (36%) for incidental costs effective January 1, 2012, thirty-nine percent (39%) effective January 1, 2013, and forty-two percent (42%) effective January 1, 2014. Within ninety (90) days of the date the release time was taken, the CSU shall submit to the Union an itemized billing.

c. Reimbursement by the Union shall be made no later than thirty (30) working days after its receipt of the CSU certification of payment of compensation to the employee.

d. Within one hundred and eighty (180) days after the ratification of this agreement, the CSU shall submit to CSUEU all claims for reimbursement for 5.13 leave due and owing under any previous collective bargaining agreements or shall forfeit all rights to repayment.

e. Such a union leave in accordance with this Article shall also be provided to a bargaining unit employee upon becoming a Statewide CSUEU Officer, to a maximum of three Statewide Officers systemwide.

5.14 Each campus shall provide CSUEU Headquarters with a static e-mail address for the purpose of requesting release time and union leave (e.g., csueu.leave@campusdomain.edu). CSUEU will be notified before any changes are made to this address.

5.15 An employee shall not suffer reprisals for participation in union activities**,** including, but not limited to, filing and processing grievances or complaints under Articles 7 and/or 8 of this Agreement**.**

Union Orientation

5.16 The Human Resources Office on each campus shall make available to new employees Union membership material provided by the CSUEU**.**

Union Security

5.17 The CSU agrees to advise the State Controller’s Office (SCO) to deduct from employee’s pay warrants and transmit to CSUEU all authorized deductions from

all CSUEU members within the bargaining units (2, 5, 7 and 9) who have signed and approved authorization cards for such deduction on a form provided by CSUEU, less necessary administrative costs incurred by the SCO to the extent such deductions are permitted by law.

5.18 The written authorization for CSUEU deduction shall remain in full force and effect during the life of this Agreement provided, however, that any employee may withdraw from CSUEU by sending a withdrawal letter to CSUEU within thirty (30) calendar days prior to the expiration of this Agreement.

5.19 Upon movement of an employee out of the bargaining unit, the employee may elect to withdraw from CSUEU. Such withdrawal shall not be permitted if the employee moves to another bargaining unit in which CSUEU is the exclusive representative and in which the Agreement contains a provision such as 5.18 above.

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

5.21 Employees shall be free to join or not to join the Union.

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

ARTICLE 6

CONCERTED ACTIVITIES

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

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

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

ARTICLE 7

GRIEVANCE PROCEDURE

Definitions

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

7.2 Grievant - The term "grievant" as used in this Article refers to a CSUEU-represented employee who is a:

a. permanent employee(s); or

b. probationary employee(s); or

c. temporary employee(s) employed for more than ninety (90) consecutive days immediately prior to the event giving rise to the grievance; or

d. intermittent employee(s); and

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

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

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

7.4 Respond and File - The terms "respond" and "file" as used in this Article refer to personal delivery or deposit in the U.S. mail or transmittal by facsimile or e-mail.

a. If mail delivery is used, it shall include a proof of service by mail which shall establish the date of response or filing. If personal delivery is used, the calendar date of delivery shall establish the date of response or filing.

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. If e-mail is used, the receiving party must respond acknowledging receipt and date of receipt of the e-mail transmission.

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.

Informal (Optional)

7.5 A grievant shall have the right to present a grievance and to have that grievance considered in good faith.

7.6 If an informal meeting is requested, it shall be held within twenty-one (21) days of the request.

7.7 The grievant and one representative, if any, may discuss the grievance with the immediate non-bargaining unit supervisor no later than thirty (30) days after the event giving rise to the potential grievance, or no later than thirty (30) days after the grievant knew or reasonably should have known of the event giving rise to the potential grievance. The grievant must identify the meeting as an Informal Grievance meeting. If the employee chooses to have an additional representative present during this informal discussion, then the immediate non-bargaining unit supervisor may also have an additional University administrator present during the discussions.

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

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

Level I – Appropriate Administrator

7.10 If the potential grievance is not resolved at the Informal level or if the informal step is not invoked by the grievant, the grievant may file a Level I grievance with the appropriate administrator no later than thirty (30) days after the event giving rise to the grievance or after the grievant knew or reasonably should have known of the event giving rise to the potential grievance or twenty-one (21) days after the Informal meeting, if one was held. The grievant shall state on a grievance form agreed to by the parties and provided by CSUEU:

a. the specific term(s) of the Agreement alleged to have been violated;

b. a detailed description of the grounds of the grievance including names, dates, places, and times;

c. a proposed remedy;

d. the name, classification, mailing address, and signature of the grievant;

e. the name and telephone number of the representative, if any;

f. the name and address of the Union, if the representative is acting as an agent of the Union;

g. date of submission; and,

h. facsimile and/or e-mail addresses, if any, of the grievant and/or representative.

7.11 Failure to provide the required information in items 7.10 (a) through (h) will be grounds for the return of the grievance to the grievant. A copy of the grievance shall also be sent to the union representative handling the case and to CSUEU Headquarters. If the grievance is not amended and returned within twenty-one (21) days, the grievance will be deemed withdrawn.

7.12 The appropriate administrator shall hold a meeting with the grievant and the grievant's representative, if any, at a mutually acceptable time and location within twenty-one (21) days after receipt of the grievance. The grievant may bring additional representative(s) to the meeting by advising the appropriate administrator in advance. If the grievant(s) has/have additional representatives, the appropriate administrator may have an equivalent number of additional representatives of management present at the meeting. If there are multiple grievants, the appropriate administrator may have an additional representative. The appropriate administrator shall respond to the grievant no later than twenty-one (21) days after the Level I meeting.

Level II – Campus President or Designee

7.13 In the event the grievance is not settled at Level I, the grievant may file the Level II grievance with the President or designee no later than twenty-one (21) days after the Level I response. If a settlement is proposed at Level I, the grievant should include a written statement relevant to the settlement proposal. Within twenty-one (21) days after receipt of the Level II filing, the President or designee shall hold a meeting with the grievant and the grievant's representative, if any, at a mutually acceptable time and location. The grievant may bring additional representatives to the meeting by advising the appropriate administrator in advance. If the grievant(s) has/have additional representatives, the appropriate administrator may have an equivalent number of additional representatives of management present at the meeting. If there are multiple grievants, the appropriate administrator may have an additional representative. The President shall respond to the grievant no later than twenty-one (21) days after the Level II meeting.

7.14 The grievant shall present at each level all issues and evidence related to the grievance. Additional issues and/or evidence which become known after the Level II meeting shall be allowed to be presented and may be cause for the grievance to be remanded to the prior level only upon mutual agreement of the parties. Issues and/or evidence must be made known before filing the grievance at Level IV.

7.15 Amendments and/or modifications to the grievance shall not be made by the grievant after the Level III filing date, except by mutual agreement.

7.16 The parties may, by mutual agreement between the system-level representatives of both parties, expedite the grievance to Level III. Level III time limits shall commence on the date the agreement to expedite was reached.

Level III – Office of the Chancellor

7.17 In the event the grievance is not settled at Level II, the grievant may file a written request for review with the Office of the Chancellor no later than twenty-one (21) days after the Level II response. The grievant shall attach a copy of the Level I and Level II responses together with any documents presented at those levels.

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

Level IV - Arbitration

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

7.20

a. The parties hereby designate a minimum of nine (9) arbitrators, including, but not limited to Tom Angelo, Norman Brand, Fred D'Orazio, Terry Tucker, Walt Daugherty, Michael Rappaport and other mutually agreed to arbitrators as members of the Arbitration Panel under this Agreement. The panel members shall be designated to serve in the order of rotation noted above, provided the panel member reached has an available day within one hundred and twenty (120) days of notification, or the parties mutually agree to a later date.

b. Either party to the Agreement may peremptorily challenge one panel member at any time during the term of this Agreement and such panel member shall be removed from the panel and replaced with a mutually acceptable replacement.

c. When a party peremptorily challenges an arbitrator, that arbitrator shall continue to hear and determine all cases where there has been a hearing, including a hearing on arbitrability issues. In cases where an assignment has been made, but no hearing has taken place, then the case shall be reassigned to the next arbitrator on the rotation. If the challenge is made at a time when the parties are subject to a cancellation fee, then the cost of any such cancellation shall be paid by the party who has made the challenge. Notice to the arbitrator as to his/her removal from the panel shall only be given once he/she has issued final awards in respect of all outstanding grievances over which he/she is exercising jurisdiction.

7.21 If an arbitrability question exists, the arbitrator shall determine the arbitrability question prior to hearing the merits of the grievance. The arbitrator may proceed to hear the merits of the grievance prior to meeting the requirements of Provision 7.23 below.

a. When the grievance is found not arbitrable, the grievance shall be deemed null and void.

b. When the grievance is found to be arbitrable, the arbitrator shall hear the merits of the grievance.

c. Provision 7.21 shall not prohibit the parties from mutually agreeing to a second arbitration hearing on the merits of the grievance or from mutually agreeing to select a second arbitrator to hear the merits of the grievance.

7.22 The arbitrator may conduct the hearing as mediation-arbitration upon the mutual agreement of the parties and the arbitrator (following the guidelines set forth in the Side Letter of Agreement).

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

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

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

a. The arbitrator's award shall be based solely upon the evidence and arguments appropriately presented in the hearing and upon any post-hearing briefs.

b. The arbitrator shall have no power to alter, add to, detract from, or amend the provisions of this Agreement.

c. The arbitrator shall not consider any issue not raised by the parties prior to Level IV of this Article. The arbitrator shall not consider any evidence which was known or reasonably should have been known and not raised by the parties prior to Level IV of this Article.

d. Under no circumstances may an arbitrator make an award which will supersede the President's judgment on subjective business decisions.

e. The award of the arbitrator may or may not include back pay. Any back pay award shall be less any compensation that the employee received, including unemployment compensation. Under no circumstances may interest be included in an award.

f. The standard of review for the arbitrator is whether the CSU violated, misapplied, or misinterpreted a specific term(s) of this Agreement.

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

7.27 A witness who is an employee shall be excused from worktime to appear at an arbitration hearing with no loss of pay. Other expenses of any witness called before the arbitrator shall be borne by the party calling the witness. If more than one employee from a department is a witness and such appearances may disrupt department operations, the arbitrator will resolve the scheduling of the witnesses.

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

7.29 The process to schedule a grievance for an arbitration hearing shall be initiated by a written request from the representative of the Union to the designated individual in the Office of the Chancellor. The request shall be for the parties to select an arbitrator pursuant to Provision 7.20. Any grievance filed into arbitration shall be considered withdrawn by the Union if it has not been scheduled within twelve (12) months of the filing to arbitration from Level IV or rescheduled within six (6) months of a previously scheduled or canceled arbitration date, whichever is later. Within the twelve (12) months of the request for arbitration, the parties shall confirm with an arbitrator that a hearing date has been set.

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

Mediation

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

a. The party requesting mediation shall request mediation within thirty (30) calendar days after the Union has appealed the grievance to Level III or IV.

b. Grievances shall not proceed to mediation except by the mutual agreement of both parties.

c. The timelines and order of the scheduling of grievances for arbitration pursuant to this Article shall not be affected by the parties' desire to invoke mediation.

d. The parties shall establish a panel of three (3) mediators by mutual agreement, to serve in the north and in the south and who shall serve in alphabetical rotation. The panel shall consist of Louis Zigman, Ken Cloke and Kathy Kelly. Members of the arbitration panel established pursuant to this Article shall not be eligible to serve on this mediation panel. The parties may add to this panel at any time by mutual agreement, including one-time use of a mediator.

e. The procedures set forth in California Evidence Code Section 1152.5 shall be applicable to mediation conducted pursuant to this Agreement.

f. All costs of mediation shall be borne equally by both parties.

g. The recommendations of a mediator, if any, shall be advisory only and shall not be binding upon the parties. Neither party shall attempt to enter into evidence at a subsequent arbitration hearing any recommendation(s) of the mediator.

Mediation/Arbitration Procedure

7.32 "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 arbitration.

7.33 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 response 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 Louis Zigman, Kathy Kelly, and Walt Dougherty.

e. All costs of "Med/Arb" shall be borne equally by both parties.

f. At least forty (40) calendar 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 encumbering a cancellation fee, should either party determine it did not wish to participate in a "Med/Arb" hearing, the "Med/Arb" shall be cancelled, and the Union may pursue their appeal in accordance with provision 7.19.

7.34 "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 to 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 7.25 through 7.28 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

7.35 Failure of the grievant to comply with the time limitations of this Article shall render the grievance null and void and bar subsequent filing of this grievance. Failure by the appropriate administrator, President, or designated individual in the Office of the Chancellor to timely respond under this Article shall permit the grievance to be filed at the next level.

7.36 Time limits set forth in this Article may be extended by mutual agreement. If the grievant, grievant's representative, if any, or appropriate administrator is on a leave, vacation or holiday for five (5) days or more, but less than one year, the time limits shall be extended by the length of time of such leave, vacation, or holiday. The parties must give advance notice of the need to extend time limits, whenever possible.

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

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

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

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

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

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

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

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

7.45 Prior to filing a grievance, the potential grievant and representative, if any, shall each be provided with one (1) hour release time for grievance preparation and reasonable time for grievance presentation at the informal level.

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

7.47 For training purposes, the Union may have a steward-in-training attend a grievance meeting at all levels of the Grievance Procedure, provided the steward-in-training is on his/her own time or on 5.11 (d) time and provided the steward-in-training does not participate in the meeting. The Union shall submit to the campus Human Resources Department a list of new stewards who are to be considered in training under this article.

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

a. Representatives and potential grievants shall notify the appropriate administrator or their designee if release time is required to prepare and present a grievance. Such notification shall be made prior to leaving the work area whenever possible. Notification shall include, but not be limited to, personal contact, written notification, text message, or e-mail. The representative and potential grievant shall be required to cite only Provision 7.45 or 7.46 as a statement of need.

b. The appropriate administrator shall grant the contractually specified release time after considering the needs of the operation of the University. If the requested release time is denied for operational need, the deadline for the grievance shall be extended until such time as the release time is provided.

c. Requests for release time shall include: (1) at what time and location; and (2) the anticipated duration of the meeting.

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

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

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

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

Release Time for State Personnel Board (SPB)

7.52 The CSU shall provide release time without loss of compensation for appellants to attend hearings conducted by the State Personnel Board (SPB) .The CSU shall accommodate a shift change request for such appellant on the day of an SPB hearing.

ARTICLE 8

COMPLAINT PROCEDURE

Definitions

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

8.2 Complainant- The term "complainant" as used in this Article refers to a CSUEU-represented employee who is a:

a. permanent employee(s); or

b. probationary employee(s); or

c. temporary employee(s) employed for more than ninety (90) consecutive days immediately prior to the event giving rise to the complaint; or

d. intermittent employee(s); and

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

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

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

8.4 Respond and File - The terms "respond" and "file" as used in this Article refer to personal delivery or deposit in the U.S. mail or transmittal by facsimile or e-mail.

a. If mail delivery is used, it shall include a proof of service by mail which shall establish the date of response or filing. If personal delivery is used, the calendar date of delivery shall establish the date of response or filing.

b. If facsimile transmittal is used either to file or respond to a complaint, 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. If e-mail is used, the receiving party must respond acknowledging receipt and date of receipt of the e-mail transmission.

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.

8.5 Complaints alleging violations, misapplications, or misinterpretations of system-wide policies governing wages, hours working conditions, or CSU work rules may be initiated at Level III.

Informal (Optional)

8.6 A complainant shall have the right to present a complaint and to have that complaint considered in good faith.

8.7 The complainant and one representative, if any, may discuss the complaint with the immediate non-bargaining unit supervisor no later than thirty (30) days after the event giving rise to the potential complaint, or no later than thirty (30) days after the complainant knew or reasonably should have known of the event giving rise to the complaint. The complainant must identify the meeting as an Informal Complaint meeting. If the employee chooses to have an additional representative present during this informal discussion, then the immediate non-bargaining unit supervisor may also have an additional University administrator present during the discussions.

8.8 If an informal meeting is requested, it shall be held within twenty-one (21) days of the request.

8.9 The complainant and one representative, if any, may attempt to resolve the complaint informally with the immediate non-bargaining unit supervisor. The immediate non-bargaining unit supervisor shall provide a verbal response to the complainant as soon as possible after the informal meeting.

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

Level I – Appropriate Administrator

8.11 If the complaint is not resolved at the Informal Level or if the informal step is not invoked by the complainant, the complainant may file a Level I complaint with the appropriate administrator no later than thirty (30) days after the event giving rise to the complaint or after the complainant knew or reasonably should have known of the event giving rise to the potential complaint or twenty-one (21) days after the Informal meeting if one was held.

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

a. the specific term(s) of the CSU policy governing working conditions or CSU work rule alleged to have been violated;

b. a detailed description of the grounds of the complaint including names, dates, places, and times;

c. a proposed remedy;

d. the name, classification, mailing address, and signature of the complainant;

e. the name and telephone number of the representative, if any;

f. the name and address of the Union, if the representative is acting as an agent of the Union;

g. the date of submission; and

h. facsimile and/or e-mail addresses, if any, of the grievant and/or representative.

8.12 The appropriate administrator shall hold a meeting with the complainant and the complainant's representative, if any, at a mutually acceptable time and location within twenty-one (21) days after receipt of the complaint. The complainant may bring additional representative(s) to the meeting by advising the appropriate administrator in advance. If the complainant(s) has/have additional representatives, the appropriate administrator may have an equivalent number of additional representatives of management present at the meeting. If there are multiple complainants, the appropriate administrator may have an additional representative. The appropriate administrator shall respond to the complainant no later than twenty-one (21) days after the Level I meeting.

Level II – Campus President or Designee

8.13 In the event the complaint is not settled at Level I, the complainant may file the Level II complaint with the President or designee no later than twenty-one (21) days after the Level I response. If a settlement is proposed at Level I, the complainant should include a written statement relevant to the settlement proposal. Within twenty-one (21) days after receipt of the Level II filing, the President or designee shall hold a meeting with the complainant and the complainant's representative, if any, at a mutually acceptable time and location. The complainant may bring additional representatives to the meeting by advising the appropriate administrator in advance. If the complainant(s) has/have additional representatives, the appropriate administrator may have an equivalent number of additional representatives present at the meeting. The President shall respond to the complainant no later than twenty-one (21) days after the Level II meeting. If there are multiple complainants, the appropriate administrator may have an additional representative. The Level II response shall be a final decision when alleging a violation of a campus policy/rule.

8.14 The complainant shall present at each level all issues and evidence related to the complaint. Additional issues and/or evidence which become known after the Level II meeting shall be allowed to be presented and may be the cause for the complaint to be reviewed again at Level II only upon mutual agreement of the parties. Such issues and/or evidence must be made known before filing the complaint at Level III when alleging a violation of a systemwide policy/rule.

8.15 Amendments and/or modifications to the complaint shall not be made by the complainant after the Level III filing date except by mutual agreement.

8.16 Prior to the Level II response date, the parties may, by mutual agreement between the system-wide representatives, expedite the complaint to Level III when there has been an allegation of a violation of a systemwide policy/rule. Level III time limits shall commence on the date the agreement to expedite was reached.

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

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

Level III – Office of the Chancellor

8.19 In the event the complaint alleging a violation of a systemwide policy/rule is not settled at Level II, the complainant may file a written request for review with the Office of the Chancellor no later than twenty-one (21) days after the Level II response. The complainant shall attach a copy of the Level I and Level II responses together with any documents presented at those levels.

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

Mediation

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

a. The party requesting mediation of campus policies shall request mediation within thirty (30) calendar days after the Union has filed a complaint at Level II.

b. The party requesting mediation of systemwide policies shall request mediation within thirty (30) calendar days after the Union has filed a complaint at Level III.

c. Complaints shall not proceed to mediation except by the mutual agreement of both parties.

d. The parties shall establish a panel of three (3) mediators by mutual agreement, to serve in the north and in the south and who shall serve in alphabetical rotation. The panel shall consist of Louis Zigman, Ken Cloke and Kathy Kelly. Members of the arbitration panel established pursuant to Article 7 shall not be eligible to serve on this mediation panel. The parties may add to this panel at any time by mutual agreement, including one-time use of a mediator.

e. The procedures set forth in California Evidence Code Section 1152.5**,** or any substitute or successor provision of that code section, shall be applicable to mediation conducted pursuant to this Agreement.

f. All costs of mediation shall be borne equally by both parties.

g. The recommendations of a mediator, if any, shall be advisory only and shall not be binding upon the parties.

General Provisions

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

8.23 Time limits set forth in this Article may be extended by mutual agreement. If the complainant, complainant's representative, if any, or appropriate administrator is on a leave, vacation or holiday for five (5) days or more, but less than one year, the time limits shall be extended by the length of time of such leave, vacation, or holiday. The parties must give advance notice of the need to extend time limits, whenever possible.

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

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

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

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

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

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

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

8.31 For training purposes, the Union may have a steward-in-training attend a complaint meeting at all levels of the Complaint Procedure, provided the steward-in-training is on his/her own time or on 5.11 (d) time and provided the steward-in-training does not participate in the meeting. The Union shall submit to the campus Human Resources Department a list of new stewards who are to be considered in-training under this article.

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

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

a. Representatives and potential complainants shall notify the appropriate administrator or their designee if release time is required to prepare and present a complaint. Such notification shall be made prior to leaving the work area whenever possible. Notification shall include, but not be limited to, personal contact, written notification, text message, or e-mail. The representative and potential grievant shall be required to cite only Provision 8.30 or 8.32 as a statement of need.

b. The appropriate administrator shall grant the contractually specified release time after considering the needs of the operation of the University. If the requested release time is denied for operational need, the deadline for the grievance shall be extended until such time as the release time is provided.

c. Requests for release time shall include: (1) at what time and location; and (2) the anticipated duration of the meeting.

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

8.35 An employee may present complaints and have such complaints adjusted without the intervention of the Union provided such adjustment is not inconsistent with the terms of a written agreement then in effect and provided that the Employer

will not agree to a resolution of the complaint until the Union has received a copy of the complaint and the proposed resolution, and has been given the opportunity to file a response.

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

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

ARTICLE 9

EMPLOYEE STATUS

Appointment

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

9.2 At the discretion of the campus open positions may be posted only on the campus for campus applicants.

9.3 An employee who believes he/she is qualified for a vacant position at a CSU campus or the Chancellor's Office may apply for such position within the specified application period. Applications shall be submitted to the appropriate Human Resources Office. An employee may submit, along with an application, a statement regarding his/her experience and service within the CSU. Such a statement shall be a part of the employee's application. CSU documents regarding any meritorious service by the employee at the CSU may also be submitted by the employee with an application. It shall be the policy of the CSU in filling vacant bargaining unit positions to fill such vacancies from among qualified CSUEU-represented employees currently employed at a campus. This section does not apply to employees who have served in temporary emergency positions for ninety (90) days or less, as described in Section 9.10. 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 current employees.

9.4 If an employee applicant is not selected for a position for which he/she interviewed, the employee shall be notified he/she was not selected.

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

9.6 Appointments shall be made by the President. Appointments may be temporary, probationary or permanent. Appointments to vacant positions shall be made through official written notification by the President. Such notification shall be provided upon employment or as soon as possible thereafter. Notification shall include the classification title, skill level (when applicable), and timebase to which the employee is being appointed, the initial salary, the employment status of the employee, whether there is a probationary period and, if so**,** the length of the probationary period, and the effective date of the appointment. A temporary appointment shall specify the expiration date of the appointment and that the appointment may expire prior to that date. The temporary employee shall be given a minimum of fourteen (14) days notice if the appointment is to be terminated prior to the specified expiration date, unless circumstances prohibit giving such notice. A temporary appointment shall not exceed the time specified in Provision 9.52. No employee shall be deemed to be appointed in the absence of such official written notification from the President.

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

9.8 An employee who is appointed to a position at another campus and who begins that position within six (6) months of terminating employment from the first campus, shall transfer his/her accumulated sick leave. The transfer of retirement credit is pursuant to the regulations of CalPERS. When an employee accepts an appointment at another campus, the employee shall be cashed out of any earned vacation credits unless the employee requests and the new campus agrees, before the employee separates from the initial campus, to transfer all or a portion of the vacation credit to the new position.

Shift Change

9.9 When a department has a vacancy on a shift, current employees in the same classification in the same department on another shift shall be given first opportunity to request transfer to the shift with the vacancy. The decision to transfer the employee to the vacancy shall not be subject to Article 7, Grievance Procedure.

Emergency Appointment

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

Probation/Permanency

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

Probationary Period/Credited Service

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

9.13 Part-time and full-time temporary service shall count as credited service for probation when granted by the President. Part-time employees must have a timebase of at least 0.5 in order to be considered probationary employees and qualify for permanent status.

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

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

9.16 A year of service for an employee in an academic year position is two (2) consecutive semesters or three (3) consecutive quarters of employment within an academic year at a timebase of fifty percent (50%) or more.

Service in Work Training or Work Relief Programs

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

Suspension of Service Credit

9.18

a. When a probationary employee goes on a leave of absence, the time served before the leave is counted in determining the remaining length of probationary service. Upon return to work, the employee shall be notified when the probationary period will end.

b. An employee's probationary period is extended for the same number of days such employee is on paid sick leave or family medical leave of over thirty (30) days, parental leave, and for any day an employee is on Workers' Compensation (WC), Industrial Disability Leave (IDL), Non-Industrial Disability Insurance (NDI), Military Leave or formal leave without pay (LWOP). The President shall determine if the employee's probationary period should be extended when a full-time probationary employee is placed on a partial leave of absence.

c. Normally, a new probationary period shall be served when an employee begins an appointment at another campus. However, the employee may be appointed with permanent status or credit toward permanency as determined by the President of the campus to which the employee is appointed.

Change in Position

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

9.20 a. If an employee is reclassified, the employee may be required to serve a new probationary period. The length of service required for such a new probationary period shall be determined by the President and shall not exceed one (1) year from the effective date of the reclassification.

b. A permanent employee in a position that is reclassified as a result of the implementation of a new classification or the revision of a current classification shall not be required to serve a new probationary period, provided the employee has completed probation in his/her current classification and there has been no substantial change in the employee's duties.-

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

9.21 An employee with permanent status in a lower classification or skill level who is advanced to a higher classification or skill level and is denied permanent status in the higher classification or skill level, shall have the right to return to the lower classification or skill level with permanent status in that class.

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

Classification Change

9.22 When an employee moves to a lower classification or skill level in the same classification series, the appropriate salary rate in the salary range or sub-range shall be determined by combining any previous service in the lower classification/skill level and service in the higher classification/skill level.

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

9.24 When an employee moves to a classification or skill level with a higher salary range or sub-range or sub-range maximum, the appropriate salary rate in the salary range or sub-range shall be determined by the President. The salary rate in the higher salary range or sub-range shall be at least a five (5) percent increase. This provision does not apply to the implementation of a new classification structure when the original classifications are abolished and replaced with a new set of classifications and the employees are converted to the new classifications or skill levels.

In-Classification Progression

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

Classification or In-Classification Progression Review

9.26 An employee may request a position classification review at any time during the year, subject to the limitation in provision 9.29. Employees in classifications with skill levels may request a skill level review related to an in-classification progression. All such requests are to be made to the immediate non-bargaining unit supervisor who shall forward the request to the campus Human Resources Office in a timely manner. 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.

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

9.28 The employee shall be notified in writing of the classification and/or skill level review decision and the reason(s) for the decision within thirty (30) days after the decision has been reached. If a higher classification or skill level is granted, normally the employee shall receive the appropriate compensation of the higher classification or skill level retroactive to no later than the first day of the pay period following the date the request for the classification review was received in the campus Human Resources Office.

Employee Requested Classification or In-Classification Progression Review

9.29 An employee-requested classification and/or skill level review shall be completed no later than one hundred eighty (180) days after initiation of the classification and/or skill level review procedure. An employee shall not submit such a subsequent request prior to twelve (12) months after completion of a previous classification review.

Classification and/or In-Classification Progression Appeal

9.30 An employee may appeal the decision of a classification and/or skill level review that was requested by either the employee or management no later than thirty (30) days after such results have been provided to the employee. Such an appeal shall be filed with the appropriate administrator in the Human Resources Office. Such an appeal shall include a detailed statement by the employee indicating his/her reasons for disagreement with the classification and/or skill level review decision. The employee shall provide a copy of such an appeal to the appropriate administrator to whom he/she directly reports.

9.31 A designated individual in the Human Resources Office shall hold a meeting with the employee no later than thirty (30) days after the classification and/or skill level review appeal filing. The designated individual should not be the same person who conducted the initial classification and/or skill level review. This individual shall respond in writing to the employee no later than thirty (30) days after the meeting with the employee. Such a response shall be final. If a higher classification or skill level is granted, normally the employee shall receive the appropriate compensation of the higher classification or skill level retroactive to no later than the first day of the pay period following the date the request for the classification review was received in the campus Human Resources Office. Upon request of an employee whose current classification is determined to be appropriate, the employee shall receive a report stating the primary reasons for the classification decision, but shall not have access to the working notes of the person conducting the classification review.

9.32 Provisions 9.26-9.31 shall not be subject to the grievance procedure, unless the grievant alleges the terms of this policy have been violated, misinterpreted, or misapplied. The classification and/or skill level decision shall not be subject to Article 7, Grievance Procedure.

Rejection During Probation

9.33 Any probationary employee may be separated from service at any time by the President upon written notice of rejection during probation. The employee should normally be given two (2) weeks notice of rejection during probation.

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

9.35 A full-time employee employed for more than six (6) months, or its equivalent for an employee in a half-time or more, but less than a full-time position, may utilize

the provisions of Article 8, Complaint Procedure, beginning at Level II, to appeal the decision to reject during probation when alleging:

a. performance evaluation procedures required by the contract were not followed;

b. discrimination; or

c. arbitrary and capricious reasons for non-retention.

9.36 Appeals of the decision to reject during probation shall be filed at Level II of the Complaint Procedure within fourteen (14) days of the written notice of the rejection during probation. Said appeals may be filed by an eligible employee or the Union on his/her behalf, and signed by the rejected employee.

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

9.38 By mutual agreement of the parties, the Level II meeting and response may be waived.

9.39 Unresolved Level III complaint appeals may be submitted to expedited binding mediation by filing a request to the Office of the Chancellor, with a copy filed with the Director of Human Resources at the rejected employee's campus within ten (10) working days after the Level III response.

Expedited Binding Mediation

9.40 The authority of the mediator is limited to affirming or revoking the decision to release from probation.

9.41 The scheduling of the specific hearing date and time shall be by mutual agreement between the CSU, the CSUEU and the State Mediation and Conciliation Service (SMCS). The hearing shall take place at the campus of the rejected employee. The SMCS shall determine which of its mediators shall be assigned to hear cases on a particular hearing date.

9.42 Hearings shall be informal and the formal rules of evidence shall not apply. The mediator will determine which party, if any, is the moving party and has the burden of proof. The order of hearing shall be as follows:

a. Opening Statement by CSU

b. Opening Statement by CSUEU

c. Presentation of Circumstances of Rejection of Employee by CSU

d. Presentation of Allegation (per provision 9.35) by CSUEU

e. Rebuttal presentation by CSU

f. Closing Statement by CSUEU

g. Closing Statement by CSU

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

9.44 Each party shall bear the expense of preparing and presenting its own case, including representative and witness fees, and expenses. Release time shall be authorized pursuant to the provisions of Article 8.

9.45 The SMCS mediator shall render a written decision in accordance with provisions 9.35 and 9.40 no later than fourteen (14) days following submission of the case. The campus, the Union representative and the rejected employee shall be noticed concurrently with a copy of the decision by the mediator. If the decision to reject during probation is revoked by the SMCS mediator, the rejected employee shall return to work as directed by the CSU within ten (10) days following the campus' receipt of the mediator's written decision. The notice to return to work from the campus shall be sent to the rejected employee via express mail to the last address provided to the campus. Upon the employee's return to work, the employee shall be retroactively placed on leave without pay status for the period between the rejection during probation and the employee's return to work and the employee shall resume probationary status for the remainder of the employee's probationary period. No service credit toward completion of the probationary period shall be awarded for the period of time the employee was placed on leave without pay status.

9.46 The SMCS mediator shall not have the power to issue subpoenas or administer oaths. The SMCS mediator shall rule on the specific complaint pursuant to provision 9.35 concerning the decision to reject during probation and no other mater, including claims the CSU violated the Agreement. The SMCS mediator's decision shall be subject to limitations specified in provisions 7.25 (a) through 7.25 (d). The decision of the SMCS mediator shall not be a precedent for another case or purpose.

9.47 Disputes concerning interpretation and application of this Expedited Binding Mediation procedure shall be resolved by the SMCS mediator.

9.48 The decision of the SMCS mediator shall be final and binding on the CSU, the employee and CSUEU. A decision of the SMCS mediator is subject to an action to confirm, vacate or correct in a court of competent jurisdiction in the same manner and on the same grounds as if the decision was made by an arbitrator under the parties' Agreement.

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

Permanent Status

9.50 An employee who has completed the appropriate probationary period as defined in Provision 9.12 shall be awarded permanent status at the beginning of his/her second year of service.

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

9.52 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 classification series for at least four (4) consecutive years immediately prior to the granting of permanency.

b. Such employee service shall have been in an appointment with a timebase of at least fifty percent (50%).

c. A timebase shall not be reduced in the appointment immediately preceding the granting of permanency.

d. This provision does not apply to employees in positions which are funded by non-reoccurring grants, contracts or special projects with beginning and ending dates.

e. The employee shall become permanent at the conclusion of four (4) consecutive years. "Consecutive years" as used in this article shall be:

1. Four (4) consecutive annual appointments on a 12 month, 10 month, 10/12 or 11/12 pay plan, or

2. Four (4) years of continuous temporary appointments, in which there are no breaks in service/employment totaling more than ninety (90) days, within each year.

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

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

a. The temporary employee shall have served in bargaining unit classifications at the campus for at least two (2) consecutive years immediately prior to the granting of permanency.

b. Such employee service shall have been in appointments with a timebase of at least fifty percent (50%).

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

ARTICLE 10

EMPLOYEE PERFORMANCE

10.1 Permanent employees shall be subject to an annual performance evaluation.

10.2 Performance Evaluations should be a review of the employee's performance and should be based upon job-related criteria**.** Employee performance evaluations are for the purpose of evaluating individual employee performance and for providing guidance for performance development and improvement. Employee evaluations should acknowledge changes affecting the employee's position, including workload, which have occurred since the last evaluation.

10.3 The performance evaluation of an individual with an overall performance evaluation rating of below satisfactory shall include specific information regarding the areas of concern. It is a recommended practice that the appropriate administrator counsel an employee on below satisfactory performance before it is documented in a Performance Evaluation. The substantive content and overall evaluation rating are not subject to Article 7, Grievance Procedure.

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

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

10.6 A temporary employee shall be evaluated at periodic intervals.

10.7 Absence of a performance evaluation will not constitute a reason for denying an MSI.

10.8 The evaluator shall submit a draft evaluation for the employee's review, input, and discussion. Upon request, the evaluator shall provide the employee with a copy of their position description, as outlined in Article 17.9.

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

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

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

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

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

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

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

ARTICLE 11

PERSONNEL FILE

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

11.2 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 Resources employee for the purpose of making a personnel decision/recommendation; and

b. The data is maintained on a password-protected, secure system.

Employee Access

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

11.4 An employee or his/her Union Representative may request an appointment for the purpose of reviewing the employee's personnel file. Such requested appointments shall be scheduled during normal business hours. Within three (3) working days of a request to Human Resources, an employee and/or a union representative shall be notified when the employee and/or his/her Union Representative shall have access. The manner of access to the official personnel file shall be subject to reasonable conditions.

11.5 Within fourteen (14) days of his/her written request, the employee shall be provided an exact copy of all or any portion of materials officially maintained in the campus personnel file. The employee shall bear the cost of duplicating such materials, except as provided for in Article 7, Grievance Procedure, Article 8, Complaint Procedure, or when such materials have bearing on disciplinary action or pre-disciplinary matters. The cost of duplicating material shall be the amount provided in Civil Code Section 1798.33**,** or any substitute or successor provision of that code section (as of April 2012 the amount is ten (10) cents per page).

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

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

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

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

11.10 Employees may submit commendations, copies of college degrees, certifications and special licenses, and an updated resume to the Appropriate Administrator for placement as soon as possible in the Personnel File.

Rebuttal

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

Request for Correction

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

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

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

b. If the President grants the request for correction of the record, the record shall be corrected. The employee shall be sent a copy of the corrected record and a written statement that the incorrect record in question has been permanently removed from the employee's personnel file.

ARTICLE 12

CORRECTIVE ACTION

Reprimands

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

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

12.3 Within thirty (30) days of the issuance of the reprimand, an employee may request a conference with the appropriate administrator who issued the reprimand to discuss the reprimand. Such a request shall not be unreasonably denied. The employee may be represented at such a conference by another employee or a Union Representative.

12.4 A written reprimand shall be placed in the official personnel file of the affected employee and shall be subject to Article 11, Personnel File. The employee shall be provided with a copy of a written reprimand. An employee may appeal the decision to place a written reprimand in his/her personnel file to the President within five (5) days after the conference held pursuant to 12.3 above. The President may hold a meeting with the employee and his/her representative, if any. Within ten (10) days of receipt of the appeal, the President shall provide a written response to the employee.

Rebuttal to Reprimand

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

Removal of Reprimand from Personnel File

12.6 Upon the employee's request and three (3) years from its effective date, a reprimand in the personnel file shall be permanently removed. Such a request shall be promptly honored and a statement verifying the permanent removal of the reprimand shall be provided to the employee. Neither the employee request for such a removal, nor the statement verifying the removal, shall be placed in the employee's personnel file. If a notice of disciplinary action has been served on the employee and such a reprimand is related to the disciplinary action, this provision shall not be implemented. Nothing in this provision shall prohibit earlier removal of the reprimand.

Temporary Suspension

12.7 The President may temporarily suspend with pay an employee for reasons related to (a) the safety of persons or property, (b) the prevention of the disruption of programs and/or operation, or (c) investigation for formal notice of disciplinary action.

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

12.9 The President may terminate or extend a temporary suspension and shall notify the employee of any such extension and the anticipated completion date of the investigation, in writing. Notice may be provided by fax, e-mail or regular mail, in addition to certified mail.

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

Investigatory Interviews (Weingarten Rights)

12.11 Upon his/her request, an employee may be represented at an investigatory interview if he/she reasonably believes that disciplinary action may result. Prior to the interview, the employee shall be informed of the general nature of the matter being investigated. He/she may request to consult with his/her representative, if any. The right to representation does not apply to meetings held exclusively to inform an employee of a previously made disciplinary decision unless the CSU proposes to discuss or modify the disciplinary decision. 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.

ARTICLE 13

RESIGNATIONS

Automatic Resignation

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

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

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

a. whether the employee was absent for five (5) consecutive workdays;

b. whether the employee had proper authorized leave to be absent;

c. whether the employee has presented a sufficient excuse to warrant continuation of employment, supported by facts which provide justification of the absence or continuation of employment. If an action other than automatic resignation is proposed, it shall be stated along with reasons for its use; and

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

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

13.5 This Article shall not supersede Section 89541 of the California Education Code or any substitute or successor provision of that code section. Provisions 13.1 through 13.4 shall not limit an employee's right to a State Personnel Board appeal.

Voluntary Resignation

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

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

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

13.8 Provisions 13.6 and 13.7 (Resignation) of this Article shall not supersede Section 89542 of the California Education Code, or any substitute or successor provision of that code section. Provisions 13.6 and 13.7 shall not limit an employee's right to a State Personnel Board appeal.

ARTICLE 14

VACATIONS AND HOLIDAYS

Vacations

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

Vacation Accrual

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

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

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

14.4 Intermittent employees earn vacation credit in accordance with HR/Leaves 2002-01 or in any superseding Technical Letter, if applicable.

Vacation Credits

14.5 For purposes of computing vacation credit, an employee who works eleven (11) or more days in a monthly pay period is considered to have completed a month, a month of service, or continuous service. When an absence without pay of more than eleven (11) consecutive working days falls into two (2) consecutive qualifying monthly pay periods, one (1) of the pay periods is disqualified.

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

14.7 Vacation credits are cumulative to a maximum of two hundred and seventy-two (272) working hours for ten (10) or less years of qualifying service or three hundred and eighty-four (384) working hours for more than ten (10) years of such service. Accumulation in excess of this amount as of January 1 of each year shall be forfeited by the employee. An employee shall be permitted to carryover more than allowable credits when the employee was prevented from taking enough vacation to reduce the credits because the employee (1) was required to work as a

result of fire, flood, or other extreme emergency; (2) was assigned work of priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; or (4) was prevented from using vacation previously scheduled to be taken in December because of being on paid sick leave.

14.8 A probationary employee shall not take vacation until completion of one (1) month in work status, unless by mutual agreement.

Vacation Requests

14.9 Requests for scheduling vacation shall be submitted in writing to the appropriate administrator at least thirty (30) days in advance. When authorized to do so by the appropriate administrator, an employee may take vacation without submitting such a request. If an employee submits a vacation request for five (5) days or less with less than thirty (30) days notice, such request will be approved subject to operational needs. The appropriate administrator shall respond in writing to an employee's vacation request as soon as possible. The appropriate administrator shall respond in writing to vacation requests of five (5) or more days as soon as possible, but no later than within thirty (30) days of the employee's request. Once approved in writing, vacations shall not be rescinded without the mutual consent of the employee and the appropriate administrator, except in cases of emergency as determined by the appropriate administrator.

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

14.10 Whenever an employee's accrued vacation amount will exceed or has exceeded the maximum accrual by the end of the calendar year as a result of the denial of one or more requests by the employee to schedule and use vacation in the last quarter of the calendar year, the following procedure shall apply:

a. The employee shall submit a vacation request for the use of the excess vacation and the appropriate administrator shall respond to the request within ten (10) working days.

b. In the event that the request has not been granted within the ten (10) day period, the employee and the appropriate administrator shall attempt to reach mutual agreement on alternative dates on which to use the excess vacation.

c. If the employee and the appropriate administrator are unable to reach agreement, the employee may suggest three (3) alternative, non-overlapping periods of vacation time to be completed no later than June 30 of the new calendar year to utilize the excess vacation. The appropriate administrator shall agree to one of the three (3) scheduling options submitted by the employee.

d. If the employee fails to submit the three (3) scheduling options for use of the excess vacation, the appropriate administrator will direct the use of vacation on days to be determined by the appropriate administrator.

Lump Sum Payment

14.11 Upon separation from service, an employee is entitled to a lump sum payment as of the time of separation for any unused or accumulated vacation. Such sum shall be computed by projecting the accumulated time on a calendar basis so that the lump sum will equal the amount which the employee would have been paid had he/she taken the time off, but not separated from service.

Holidays

14.12 The holidays designated in this Article are intended to be a day off of a regularly scheduled workday, except as provided in provision 14.16. The amount of time an employee has off for the Holiday without a loss in pay shall be the number of hours the employee is normally scheduled to work.

14.13 The following paid holidays, except as provided in Provision 14.14 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 (Veteran’s Day)

g. Thanksgiving Day

h. December 25

i. Any other day designated by the Governor for a public fast or holiday.

14.14 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)

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

14.16 The amount of time off an employee shall receive with no loss in pay to observe the holiday is as provided below:

a. An employee scheduled to work on the day a holiday is officially observed, except as provided in provision 14.16 (b), 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.

b. If an employee is on a compressed work schedule or an alternate work schedule and the holiday is observed on a non-workday, the employee shall be entitled to a day equal to his/her normal workday. This holiday must be used within one hundred and eighty (180) days after the holiday was observed.

c. If an employee has been unable to take his/her holiday within one hundred eighty (180) days due to operational need, he/she shall be paid for the holiday.

14.17 An intermittent employee is entitled to holiday pay based on the number of hours worked in the month the holiday is observed in accordance with HR/Leaves 2002-01, or in any superseding Technical Letter, if applicable, in accordance with the following table:

Hours Worked	Hours Holiday Pay
0 – 10.9	0
11 – 30.9	1
31 – 50.9	2
51 – 70.9	3
71 – 90.9	4
91 – 110.9	5
111 – 130.9	6
131 – 150.9	7
151 +	8

14.18 An employee on a leave of absence without pay or in other non-pay status on a day a holiday is officially observed shall not be entitled to the holiday.

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

14.20 A campus yearly calendar, including campus Holiday closures of the campus, shall be provided to the employees at least thirty (30) days before its effective date.

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

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

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

Personal Holiday

14.24 An employee is entitled to one (1) Personal Holiday which must be taken on one (1) day during the calendar year. If the employee fails to take the Personal Holiday before the end of the year, the holiday shall be forfeited. The scheduling of the holiday shall be by mutual agreement of the employee and the appropriate administrator.

Holiday Work Compensation

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

14.26 When a holiday is observed pursuant to Provision 14.15 and an employee is not scheduled to work on the day the holiday is observed, but is required to work on the calendar date of such a holiday, he/she shall only receive holiday work compensation for time worked on the calendar date of the holiday. Such compensation shall be provided pursuant to Provision 14.25, Holiday Work Compensation, of this Article.

ARTICLE 15

LEAVES OF ABSENCE WITH PAY

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

- The employee's spouse or domestic partner;
- The employee's, spouse's or domestic partner's, parent, grandparent, great-grandparent, sibling, child or grandchild (including foster, adopted and step);
- 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.

Sick Leave

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

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

15.4 Sick leave may be accumulated without limits, and no additional sick leave with pay beyond that accumulated shall be granted except as provided for in Provision 15.8.

15.5 An employee shall be responsible for reporting an absence to the appropriate administrator as soon as possible in compliance with department and campus policies. The CSU recognizes that extenuating circumstances may prevent an employee from calling in before the start of his/her shift, but the employee will make every effort to call in as close to the start of the shift as possible.

15.6 An employee shall be responsible for completing and signing the campus absence form and returning the absence form to the appropriate administrator on the date designated by the appropriate administrator.

15.7 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. An employee shall not normally be required to provide such a statement or verification for an absence of five (5) consecutive days or less charged to sick leave.

Catastrophic Leave Donation Program

15.8 Any CSU employee who accrues vacation or sick leave credits may voluntarily donate either of those credits to any other CSU employee on the same campus, if the recipient employee has exhausted all accrued leave credits, i.e., sick leave, vacation and CTO, due to a catastrophic illness or injury. Catastrophic illness or injury is an illness or injury that has totally incapacitated the employee from work. Chronic conditions may also be considered catastrophic, even if the condition results in only intermittent absences. Conditions which are short term in nature, such as colds, flu, or minor injuries, are generally not deemed catastrophic. The campus must make a case-by-case determination.

The following provisions shall apply:

a. An employee, his/her representative or the employee's family member must request the employee's participation and provide appropriate verification of illness or injury as determined by the campus President. The President shall then determine the employee's eligibility to receive donations based upon the definition provided above.

b. An incapacitated employee may elect to defer a request to participate during a period of Industrial Disability Leave eligibility.

c. Employees may donate a maximum of forty (40) hours leave credits per fiscal year in increments of one hour or more. Donations are irrevocable.

d. Donated leave credits may be used to supplement each of the following: Industrial Disability Leave, Non-Industrial Disability Leave or Temporary Disability payments from the third party administrator, upon application for the appropriate disability benefit by an eligible employee. The total amount of leave credits donated and used may not exceed an amount sufficient to ensure the continuance of the employee's regular monthly rate of compensation.

e. The total donated leave credits shall normally not exceed an amount necessary to continue the employee for three (3) calendar months calculated from the first day of catastrophic leave. The President may approve an additional three-month period in exceptional cases. The leave should not be deemed donated until actually transferred by the campus record keeper to the record of the employee receiving leave credits.

f. For employees whose appointments have not been renewed, donated time may not be used beyond the employee's appointment expiration date in effect at the beginning of the disability.

g. Only vacation and sick leave credits may be donated.

h. Donated leave credits may not be used to receive service credit following a service or disability retirement.

i. Any CSU union may solicit leave donations from bargaining unit employees for direct transfer to employees eligible to receive such leave credits.

j. Catastrophic illness or injury may also include an incapacitated member of the employee's immediate family if this results in the employee being required to take time off for an extended period of time in order to care for the family member and the employee has exhausted both all of his/her accrued vacation credits and all of his/her accrued sick leave credits which may be used for family care in accordance with the appropriate collective bargaining agreement. Only donated vacation credits may be used for such family care catastrophic leave. Immediate family member shall be defined in accordance with the definition contained in the sick leave provisions of the collective bargaining agreement covering the recipient employee.

k. The provisions of this program shall be subject to the grievance procedure contained in the collective bargaining agreement covering the grieving employee.

Absences Chargeable to Sick Leave

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

a. illnesses, injury, or disability related to pregnancy;

b. exposure to contagious disease;

c. dental, eye, other physical or medical examinations or treatments by a licensed practitioner;

d. family care, meaning illness or injury in the immediate family. Up to ten (10) days of accrued sick leave credit may be used for family care during any one (1) calendar year. The appropriate administrator may authorize an additional five (5) days of accrued sick leave credit for family care during one (1) calendar year.

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

e. death of a person in the immediate family.

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

The granting or denial of such additional use of sick leave in provisions 15.9 (d) and (e) shall be the prerogative of the appropriate administrator and shall not be subject to Article 7, Grievance Procedure, but is subject to the terms of Article 8, Complaint Procedure, of this Agreement.

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

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

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

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

15.13 A female employee on maternity leave pursuant to Article 16, Leaves of Absence Without Pay, shall be entitled to use earned sick leave for the period of time covering date of childbirth and immediate physical recovery there from. Earned sick leave shall be charged for workdays in such a period of time. Normally, fifteen (15) days of earned sick leave may be charged. A physician's verification of disability shall be required for the use of earned sick leave in excess of fifteen (15) days, pursuant to this provision.

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

Bereavement/Funeral Leave

15.15 For each death of an immediate family member, as defined in Provision 15.1, upon request to the President, the employee shall be granted five (5) days leave with pay.

15.16 Upon request, bereavement/funeral leave may be supplemented with an employee’s own leave credits.

Jury Duty

15.17 An employee who serves on jury duty shall receive his/her base salary and is permitted to keep any mileage payments made by the court. Employees are not entitled to juror pay for jury duty.

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

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

15.20 The employee is required to notify the appropriate administrator in writing prior to taking leave for jury duty. Verification of actual service for jury duty shall be provided by the employee when requested by the appropriate administrator.

15.21 Any full-time or part-time employee on any shift or work schedule shall be granted leave with pay for the actual time spent on jury service and grand jury service, including travel time to and from jury duty service, not to exceed the number of hours in the employee's normal work day and the employee's normal work week. If an employee's jury service is for more than 50% of their assigned work shift, employees do not need to report for work following the completion of jury service.

Upon the request of the employee, the CSU shall accommodate a summons to jury duty service, including on-call jury duty service, with a change in shift assignment.

Leave to Vote

15.22 An employee who would otherwise be unable to vote outside of his/her regular working hours may be granted up to two (2) hours of work time without loss of pay to vote at a general, direct primary, special, or presidential primary election.

An employee shall be required to request such leave time in writing from the appropriate administrator at least two (2) working days prior to the election.

Leave to Serve as Precinct Officer

15.23 The CSU shall approve leave, if it is available, for an employee to serve as a precinct officer for a state or local election, provided that campus operational needs are met. If such leave is denied due to campus operational needs, at the employee's request, the appropriate administrator shall explain to the employee the campus operational needs.

Absence as a Witness

15.24 Employees serving as court-subpoenaed witnesses or expert witnesses in the interest of the CSU shall seek the payment of witness fees. Whenever possible, employees shall confer with the attorney requesting their appearance to determine whether certified copies of appropriate documents would be suitable and would eliminate the need for a court appearance.

15.25 An employee who is absent as a court-subpoenaed witness or expert witness in the interest of the CSU shall be paid the normal salary for the corresponding period of absence. No portion of the employee's salary shall be forfeited as the result of such an appearance; however, all court fees (except personal travel and/or subsistence payments) shall be remitted to the CSU. If an exceptional circumstance occurs whereby the employee does not remit such fees, an amount

equal to the fees shall be deducted from the employee's salary. No vacation or compensatory time off (CTO) shall be used in such cases.

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

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

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

15.29 An employee who is required to appear in court on behalf of the CSU at times outside of and not continuous with an employee's regular work schedule shall be compensated pursuant to the call-back pay requirements of Provisions 19.17-19.19 of this Agreement only if he/she is required to appear in court as a result of the exercise of his/her duties during working hours. Call-back pay under this provision shall not be provided to employees who are parties to a suit, who serve as court-subpoenaed witnesses, or who serve as expert witnesses unless they do so on behalf of the CSU and as a result of the exercise of their duties during working hours.

Military Leave

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

Supplement to Industrial Disability Leave (IDL)

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

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

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

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

Parental Leave

15.35 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 requirements of Provisions 28.15-28.16) 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.

Organ Donor and Bone Marrow Leave

15.36 Upon presentation of written verification that they are organ or bone marrow donors and there is a medical necessity for the donation, employees who have exhausted all available sick leave are eligible for the following leaves of absence with pay:

a. A paid leave of absence not exceeding thirty (30) consecutive calendar days in any one-year period to any employee who is donating his or her organ to another person.

b. A paid leave of absence not exceeding five consecutive calendar days in any-one year period to any employee who is donating his or her bone marrow to another person.

ARTICLE 16

LEAVES OF ABSENCE WITHOUT PAY

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

a. loan of an employee to another governmental agency;

b. family leave;

c. outside employment that would lessen the impact of a potential layoff or a layoff;

d. temporary incapacity due to illness or injury or periods of disability related to pregnancy;

e. student teaching, as required, for employees enrolled in credential programs;

f. other satisfactory reasons.

Leaves without pay granted for d. above shall also be subject to Article 15, Leaves of Absence With Pay.

16.2 A written application for a leave of absence without pay or an extension of a leave of absence without pay shall be submitted to the President. The President shall determine if such a leave shall be granted and the conditions of such a leave, and shall respond to the application within thirty (30) days.

16.3 An employee who is on a leave of absence without pay shall not return to active pay status prior to the expiration of such a leave without written approval of the President.

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

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

16.6 When requested by the President, an employee granted a leave of absence without pay shall provide verification that the conditions of the leave were met.

16.7 An employee on a leave of absence without pay for more than thirty (30) days may opt to continue his/her fringe benefits at his/her own expense. Upon written request of an eligible employee as defined in Article 21, Benefits, the CSU shall provide a system for the continued payment of his/her insurance premiums including health, dental and vision benefits during the period of an unpaid leave of absence. During this period, such an employee shall pay both the employee's

and the CSU's contributions. The CSU shall not advance such payments. Such an employee shall pay all contributions prior to the date each payment is due. Failure to pay such premiums will result in coverages lapsing unless the employee makes other arrangements.

16.8 Within twelve (12) months of ratification of this successor agreement each campus will have a procedure for the processing of leave of absence requests which will not be subject to bargaining under HEERA. The procedure will address only the following points:

a. The request must be submitted in writing;

b. The authorizations necessary for approval of the leave;

c. The time lines for each step of the authorization process;

d. The department that will respond to the employee on his/her request for unpaid leave of absence;

e. The deadline for a response to be given to the employee; and,

f. The procedure for the employee to request an extension of the leave or to request to return prior to the scheduled end of the leave.

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

16.10 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.

ARTICLE 17

ASSIGNMENT/REASSIGNMENT

Permanent Reassignment

17.1 An employee shall be provided with written notice of permanent reassignment to another position fourteen (14) days prior to the effective date of such a reassignment. If the permanent reassignment is to or from a position at a satellite campus, the employee will receive thirty (30) days notice of such a reassignment. If more than one (1) employee requests an opportunity for reassignment to the same position, the appropriate administrator shall give consideration to seniority provided that operational needs are met.

17.2 Employees may be reassigned to another position in the same classification and skill level as the employee's existing classification and skill level.

17.3 An employee~~s~~ may request a lateral reassignment to a posted position that is the same classification and skill level as the employee's existing classification and skill level. An employee reassigned under this provision shall be paid at least the same salary rate as that of his/her previous position.

Temporary Reassignment

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

17.5 An employee shall begin to receive the appropriate compensation of the higher classification or skill level from the effective date specified on the written assignment for the performance of duties to a higher classification or skill level.

17.6 An employee serving in a temporary assignment of duties of another classification or temporary in-class progression shall be provided with a letter of verification of such service. A copy of such a verification letter shall be placed in the personnel file of the employee.

17.7 At the end of the temporary assignment of duties of another classification or temporary in-class progression, the employee shall be returned to his/her permanent assignment with the same status as he/she would have had if he/she

had not been granted such a temporary assignment or temporary in-class progression.

Assignment

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

17.9 The appropriate administrator shall provide an employee with a copy of the employee's position description within one week of the employee's initial hire. After initial hire, upon the employee's request, the appropriate administrator shall provide the employee with a copy of the employee's position description if a current one is available. If a current one is not available, then the employee shall be provided with a copy of his/her position description within thirty (30) days of his/her request. A copy of the position description signed by the employee shall be placed in the employee's official personnel file.

If a position description is to be altered, the employee shall be provided with a copy of the altered position description at least seven (7) days prior to its effective date. Position descriptions shall reflect the employee's responsibilities and duties assigned by the appropriate administrator and shall be consistent with the classification standards.

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

17.11 Appropriate administrators may occasionally perform Bargaining Unit work on a minimal basis for reasons which include, but are not limited to: instructing employees, emergencies, developing new methods and procedures, and safety.

17.12 Student assistants may be assigned duties as defined by HEERA, within the classification and qualification standards that are applicable to bargaining unit employees.

17.13 The CSU agrees to immediately meet and confer on the bargaining unit impact of Provisions 17.11 and 17.12 of this Article when it determines that there may be a need for implementation of any procedures in Article 24, Layoff. In the event of layoff, and, during the time any employee remains on a reemployment list, the number of student assistants' hours and the number of administrators in a department undergoing layoff shall not be increased for the purpose of performing bargaining unit work.

Classification Studies

17.14 When the CSU determines that a study to develop new classifications or to revise current classifications is necessary, the CSU shall notify the Union. Within thirty (30) days of such notification, the Union may request to meet with the CSU to

discuss the classification study. The Parties agree to meet and discuss the classification study within sixty (60) days of the University providing draft classification information to the Union. Such a meeting shall be held at the Office of the Chancellor, unless both parties agree to meet at a campus.

17.15 When the CSUEU believes that a study to develop new classifications or to revise current classifications is necessary, the Union may submit a written request and submit data in support of the request to the CSU. The parties agree to meet and discuss CSUEU's classification request within sixty (60) days of receiving the request**.**

17.16 The CSU shall notify the Union of the establishment of any new bargaining unit classification(s). The Union may, within thirty (30) days of such notification, request the University meet and confer on the impact of the implementation of any such newly established or revised (provided there are meet and confer requirements pertaining to the revised classification) bargaining unit classification(s). The Parties agree to meet within sixty (60) days of the request to meet and confer on the impact of any issues involving mandatory bargaining topics under HEERA related to the implementation of any such newly established or revised bargaining unit classification(s).

Outside Employment

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

ARTICLE 18

HOURS OF WORK

Work Schedules – Non-Exempt Employees

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

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

18.3 For those employees assigned a five (5) day workweek, the workday shall normally consist of eight (8) hours.

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

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

Work Schedules – Exempt Employees

18.6 Exempt employees are expected to accomplish assigned work without regard for the number of hours worked. If exempt employees need to work extra hours in the business day or week, they do not receive overtime or CTO. When it is necessary for exempt employees to work extended hours, managers may authorize informal adjustments in work hours.

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

18.8 Exempt employees must be paid for the full week if any work is performed during that week, except under the following circumstances**:**

a. Employees are not required to be paid for the entire week if an employee is absent for a full day and the absence is due to illness or injury. In this case, campuses are permitted to dock pay or use a wage replacement benefit such as earned sick leave (in full-day increments), a disability plan, and/or worker's compensation.

b. Employees are not required to be paid for the entire week if an employee is absent for a full day and the absence is due to personal reasons. In this case,

campuses are permitted to dock pay or use earned vacation/personal holiday leave in full-day increments.

c. Docking pay is permitted in increments of less than a week, but at least one day, for disciplinary suspensions.

d. Exempt employees' pay can be offset by amounts employees receive as witness fees or for military pay.

e. Exempt employee's pay will be adjusted for unpaid leave under Articles 16 and 28 and for other full-day periods of non-compensable absence.

f. Docks, leave and holiday pay are taken in whole day increments. However, earned leave credits may be taken in less than full-day increments only when an exempt employee is on family and medical leave (FML).

18.9 Exempt employees may be assigned to compressed or alternate work schedules.

Work Schedules for Exempt and Non-Exempt Employees

Normal Work Schedule

18.10 A normal work schedule will consist of a five (5) day workweek beginning on Monday and ending on Friday. 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.

Compressed and Alternate Work Schedules

18.11 An alternate work schedule will consist of a workweek beginning on a day other than Monday and may also constitute a compressed workweek.

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 have been reviewed (e.g., timing, pay) and coordinated as appropriate. All schedule changes must be approved in advance. If an employee's request for a compressed or alternate work schedule is denied, the appropriate administrator shall, at the employee's request, provide a written explanation of the reasons for the denial.

18.12 Compressed workweeks 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 (9) hour shifts on four (4) consecutive days during each calendar week plus an additional eight (8) hour shift every other week.

In calendar weeks in which the employee works the eight (8) hour shift, the eight (8) hour shift shall be worked on (1) the day following the fourth (4th) consecutive nine (9) hour workday or (2) on the day prior to the four (4) consecutive nine (9) hour workdays.

The President shall designate that the workweek period begins at the midpoint of the bi-weekly eight (8) hour day so that the first four (4) hours of the eight (8) hour shift shall fall within one workweek, and the last four (4) hours of the eight (8) hour shift shall fall within the next workweek. Accordingly, each workweek shall consist of forty (40) 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 (9) hour shifts each Monday through Thursday. Employee works every other Friday for eight (8) hours.

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

3/12: For those employees assigned a 3/12 work schedule, a schedule shall consist of twelve (12) hour shifts on three (3) consecutive days during each calendar week plus an additional eight (8) hour shift every other week.

The President shall designate that the workweek period begins at the midpoint of the bi-weekly eight (8) hour day of each employee on the 3/12 work schedule so that the first four (4) hours of the eight (8) hour shift shall fall within one workweek, and the last four (4) hours of the eight (8) hour shift shall fall within the next workweek. Accordingly, each workweek shall consist of forty (40) hours. An employee shall not be entitled to overtime pay unless the employee works in excess of the foregoing schedule.

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

appropriate administrator may request that the employee provide documentation in support of such a request.

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

18.14 An employee(s) may submit a written request to the appropriate administrator for a change in the work hours and/or workdays of his/her work schedule. Such requests shall be submitted twenty-one (21) days prior to the requested effective date of the change.

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

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

18.17 The appropriate administrator shall respond in writing to the employee regarding approval or denial of such request. If an employee's request for a work schedule change, including flexible work hours, is denied, the appropriate administrator shall, at the employee's request, provide a written explanation of the reasons for the denial.

Excess or Deficit Work Hours

18.18 The parties acknowledge that, due to the fluctuation in the number of days in a standard state pay period, non-exempt employees who work on alternate work schedules may either have excess or deficit work hours in any given pay period. The campus shall monitor balances on a monthly basis in order to reduce or eliminate deficit balances. All excess/deficit salary accounting issues shall be addressed pursuant to Human Resources Letter HR 2003-28 and its successor letters as appropriate. Per HR 2003-28, in the event that an employee(s) has a deficit balance in December, employees must choose to offset deficit balances by using available leave credits (vacation, compensatory time off (CTO), holiday credit, and/or personal holiday), being docked for deficits incurred in the current pay period, or establishing an account receivable for prior pay period deficit.

Meal Periods

18.19 An employee shall be entitled to a meal period of not less than thirty (30) minutes, and not more than sixty (60) minutes. The time of such meal period shall be scheduled by the appropriate administrator and shall be at or near the middle of the workday.

18.20 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.

18.21 An employee who is required by an appropriate administrator to remain at his/her workstation for the full shift shall be permitted to take a meal period, not to exceed thirty (30) minutes during work time. The meal period shall be paid and shall count as hours worked. In such case, the appropriate administrator may reduce the scheduled shift by the length of the meal period.

Rest Periods

18.22 An employee shall be allowed rest periods each workday of fifteen (15) minutes for each four (4) hours worked. Rest period schedules shall be determined by the appropriate administrator in accordance with the operational needs of the department. Rest periods shall be counted towards hours worked. When an employee is required to perform duties during a scheduled rest period, the appropriate administrator shall endeavor to reschedule the rest period for that workday. Rest period time not taken shall not be cumulative.

Clean-up Time

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

18.24 Employees who work in assignments that come into frequent contact with dirt, waste, biowaste, or toxic chemicals shall be granted clean-up time.

Telecommuting

18.25 If a campus determines that telecommuting, as defined in Article 2, is in its best interest, then a written telecommuting policy shall be developed. The provisions of this policy shall include, but not be limited to, the following: eligibility for both position and employee selection, consideration of an employee's years of service on campus, a work place hazards assessment, responsibility for equipment assignment, usage and maintenance, and business related costs.

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

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

All telecommuting work schedules require prior management approval. Hours of work shall be consistent with the operational needs of the organization and other Article 18 provisions. If an employee's request for telecommuting is denied, the appropriate administrator shall, at the employee's request, provide a written explanation of the reasons for the denial.

Year Round Operations Meet and Confer

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

ARTICLE 19

OVERTIME

Overtime Compensation

19.1 Overtime is defined as authorized time worked in excess of forty (40) hours in a work week of seven (7) consecutive twenty-four (24) hour periods.

For employees assigned to a five (5) day per week schedule of forty (40) hours or less or a 4/10 work schedule, the work week shall begin at a12:01 a.m. on Sunday and end at 12:00 midnight the following Saturday. For employees assigned to a 9/80 or a 3/12 work schedule, the work week shall begin at the midpoint of an employee's scheduled eight (8) hour day and end at the same time seven (7) consecutive twenty-four (24) hour periods later.

19.2 For the purposes of administering a 3/12 work schedule, overtime shall be defined as time worked in excess of eighty (80) hours within a fourteen (14) day schedule. The schedule period shall begin at 12:01 a.m. on Sunday and shall end at 12:00 midnight on the second succeeding Saturday.

19.3 Overtime shall be compensated in cash or in compensatory time off (CTO) as determined by the President and shall be paid only as provided in Appendix C of this Agreement, consistent with the provisions of the Fair Labor Standards Act (FLSA). The salary stipend (provisions 20.26-20.28) shall be included in base wages for determining compensation for overtime earned during the stipend period. Employees eligible to receive overtime shall be compensated at the rate of one and one-half times their hourly straight time rate.

19.4 Overtime shall be authorized and assigned by the appropriate administrator.

19.5 If, as the result of an overtime assignment, a non-exempt employee will not have an eight (8) hour rest period from the end of an overtime assignment until the beginning of the next regularly scheduled work shift, the employee may request to report to work at the completion of the eight (8) hour rest period. Prior to the assignment it shall be arranged between the employee and the appropriate administrator whether the employee may:

a. Take the time off at the beginning of the next work shift; or

b. Take the time off at the end of the shift; or

c. Work the entire shift; or

d. Change his/her start time for that day until eight (8) hours after the completion of the overtime assignment and then working the number of hours the employee is normally scheduled to work.

If the employee takes the time off at the beginning or end of the shift pursuant to 19.5 (a) or (b) above, the employee has the option of using any accrued leave credits for the hours missed or taking off the hours missed as noncompensable

time off the clock and, therefore, reducing the number of hours worked pursuant to provision 19.1.

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

19.7 The only official methods for the computation and accumulation of overtime are those provided in this Article. All hours worked, including overtime, are to be reported monthly on the appropriate payroll forms.

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

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

Compensatory Time Off (CTO)

19.9 Requests for scheduling CTO shall be submitted to the appropriate administrator at least seven (7) days in advance. CTO shall be scheduled and taken only as authorized by the appropriate administrator.

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

19.11 CTO should be taken within the year it is earned whenever possible. If an employee has been unable to take his/her CTO and has a CTO balance in excess of one hundred twenty (120) hours as of December 31, he/she shall be paid in cash for all hours in excess of one hundred twenty (120). Such payment shall be made by February 1 of each year.

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

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

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

Extended Work Hour Meal Allowance

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

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

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

Call-Back

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

19.18 An employee may be called back to work at the discretion of the appropriate administrator. The appropriate administrator shall endeavor to assign call-back work on a volunteer basis. If no volunteers are available, or in an emergency situation, the employee who is called back shall be required to work.

19.19 When it is necessary for exempt employees to be called back to work, managers may authorize informal adjustments in their work hours.

On-Call Time

19.20 On-call time is time outside of an employee's regular work schedule but during which an employee must be available to report to work if deemed necessary by the appropriate administrator. On-call time is not compensable. If an on-call employee is contacted by an appropriate administrator for the purpose of performing work, then Provisions 19.17 - 19.19 shall apply.

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

ARTICLE 20

SALARY

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

20.2 An employee shall be assigned a salary rate within the salary range or sub-range appropriate to his/her classification. The salary range or sub-range for each classification shall include a minimum salary rate and maximum salary rate. The Service Salary Increase (SSI) maximum rate shall be eliminated.

20.3 Employee compensation programs, including the General Salary Increase (GSI), the Merit Salary Increase (MSI), and the Market Salary Adjustment (MSA), shall be implemented only in fiscal years in which the parties expressly agree to such programs or agree to provide increases in such programs.

General Salary Increase

20.4 The CSU or CSUEU may request salary reopener bargaining in fiscal years 2012/2013 and 2013/2014 by giving sixty (60) days notice prior to the start of the fiscal year.

Shift Differential

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

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

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

20.8 An eligible employee who is assigned by the appropriate administrator to work and works a shift that includes hours between 6 pm and 6 am but is not assigned enough hours to qualify for the shift differential described in provisions 20.5, 20.6, or 20.7 above shall receive:

a. A shift differential of one dollar and twenty-five cents ($1.25) per hour for all hours worked between 6 p.m. and midnight.

b. A shift differential of two dollars and twenty cents ($2.20) per hour for all hours worked between midnight and 6 a.m.

20.9 All non-exempt employees who are assigned by the appropriate administrator to work and work a shift as defined in provisions 20.5, 20.6 and 20.7 are eligible to receive a shift differential.

20.10 Employees regularly assigned by the appropriate administrator to work a shift eligible for shift differential shall receive the shift differential while on vacation, sick leave, holidays, and other paid time off.

Pay Plans

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

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

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

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

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

twelve (12) month annual work year is approved, the employee shall be returned to the twelve (12) month annual work year within three (3) months of the approval. When the University determines the employee should be returned to a twelve (12) month annual work year, the employee shall be provided written notice three (3) months prior to such a return.

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

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

20.18 Ten (10) or eleven (11) months of service by an employee in the 10/12 or 11/12 pay plan shall constitute one (1) year of service for employment status matters, Merit Salary Increase, and retirement.

20.19 Approval or denial by the President of employee requests pursuant to provisions 20.11 and 20.15 shall be based on operational need and shall not be unreasonably denied. This provision shall not be subject to the Grievance Procedure.

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

Merit Salary Increase

20.21

a. A Merit Salary Increase (MSI) is movement within a salary range, or one-time bonus per provision 20.21(e), based upon an overall annual job performance rating of satisfactory, its equivalent, or better. An overall rating is a comprehensive rating based on a review of all performance categories.

b. Employees with an overall rating below satisfactory, or its equivalent, or less than twelve (12) months of campus service as of July 1 of the effective year, shall not be eligible. An MSI shall be based upon the most recent fiscal year performance evaluation or the most recent annual performance evaluation in accordance with campus policy.

c. Each employee shall receive a performance evaluation in accordance with Article 10, Employee Performance. This procedure does not require campuses to modify existing performance evaluation forms unless existing forms do not have an overall rating. In such cases an overall rating must be determined and added or attached to the performance evaluation form. Existing annual performance evaluations and overall ratings contained in the official personnel file shall remain unchanged except with the addition of an overall rating where none exists. No employee's overall performance rating shall be changed after it has been presented to the employee for signature.

d. An employee whose performance has been rated overall as satisfactory, or its equivalent, shall receive an increase to the base salary, and/or a one-time bonus per provision 20.21(e). An employee whose performance has been rated overall as above satisfactory shall receive an increase in excess of the amount of the increase awarded to satisfactory performance. The amount of increase and/or bonus shall be determined by the President, the President's designee or other appropriate administrator. All CSUEU-represented employees rated at the same level of overall performance on the same campus shall receive the same amount of increase, rounded to the nearest whole dollar. This increase shall be an increase to the employee's base salary, except for those employees at the top of the salary range as described in provision 20.21(e). In no event shall an MSI increase cause an employee's salary rate to exceed the maximum of the range.

e. In cases where a bargaining unit employee has reached the top of the classification salary range or sub-range in the salary schedule in Appendix E, the amount of increase for an MSI shall be only in the form of a lump sum bonus based on the annual gross earnings and shall not be an increase to the base salary.

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

g. Funds allocated to the MSI program on a campus shall be distributed on a pro-rata basis, by CSUEU bargaining unit, so that each unit receives the same pool of funds when measured by a percentage of salary increase.

h. The decision of the President, the President's designee, or other appropriate administrator as to who is to receive an MSI and the amount for each performance rating level of the MSI shall not be subject to Article 7, Grievance Procedure. Performance evaluations shall not be subject to Article 7, Grievance Procedure, unless the grievant alleges the procedures in the provisions of Article 10 or this Section have been violated, misinterpreted, or misapplied.

Bonus Plans

20. 22 A bonus is a lump sum payment that is not a permanent increase to the base salary of the individual and may be granted at the discretion of the President. A bonus may be awarded at any time and may be used for a variety of salary adjustments including, but not limited to the following:

a. Performance recognition of a bargaining unit employee shall be in the form of a bonus, in the case of bargaining unit members who have reached the top of his/her classification salary range or sub-range in the salary schedule in Appendix E. These bonuses shall be from campus funds. Prior to issuing any bonus awards under this section, the performance criteria must be written and made known to employees prior to the performance period.

b. A recruitment bonus may be offered to a candidate as an inducement to commit to employment with the CSU. If the candidate does not complete the probationary period, the bonus must be returned to the CSU.

c. A retention bonus may be awarded to an employee for staying with the CSU and who is in a position in a classification that is critical to the ongoing operations of the CSU, or is in short supply in the labor market, and/or is a difficult to recruit for classification. The requirements for the retention bonus must be in writing. The minimum time period that an employee must commit to stay with the CSU in order to receive a retention bonus is twelve (12) months.

d. A critical skills bonus may be awarded to an employee who possesses and uses skills that are necessary and critical to the ongoing operations of the CSU. The employee must be actively using the skills in order to receive the bonus.

e. An individual or group performance bonus may be awarded for exceptional performance and/or in recognition of additional workload. Prior to issuing an award under this provision, the performance criteria must be written and made known to employees prior to the performance period.

f. The decision of the President, made in accordance with this provision, regarding the award of a bonus shall be final and shall not be subject to Article 7, Grievance Procedure.

g. The bonuses in sub-provisions (a) through (e) shall be campus funded.

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

<u>In-Range Progression</u>

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

b. An in-range progression may be granted for reasons that include, but are not limited to:

- Assigned application of enhanced skill(s);

- Retention;
- Equity;
- Performance;
- Out-of-classification work that does not warrant a reclassification;
- Increased workload;
- New lead work or new project coordination functions given to an employee on an on-going basis by an appropriate administrator where the classification standard/series do not specifically list lead work as a typical duty or responsibility; and,
- Other salary related criteria.

c. Where an employee has been notified in writing that the employee's in-range progression was denied solely due to a lack of funds, upon the employee's request, the employee's in-range progression application shall be re-evaluated in the following fiscal year.

d, A request for an in-range progression review may be submitted by the employee or manager. Employee initiated in-range progression requests shall be submitted to the appropriate administrator before being forwarded to Human Resources. An employee shall not submit a request for an in-range progression prior to twelve (12) months following receipt of a response to any prior in-range progression requests. 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.

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

f. Each campus shall develop guidelines and procedures for an in-range progression. The decision of the President, made in accordance with this provision, regarding the award of an in-range progression shall be final and shall not be subject to either Article 7, Grievance Procedure or Article 8, Complaint Procedure.

g. Funds for in-range progression may come from campus funds, and/or total settlement costs resulting from bargaining between the parties on salary matters.

Salaries for Classifications with Skill Levels and Sub-ranges

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

a. Within each salary range for such a classification, sub-ranges with specified minimum and maximum rates are defined for each skill level.

b. Employees shall be appointed or assigned by the President to a salary within a sub-range for the applicable skill level within the classification based on the requirements of the position and an assessment of the employee's qualifications and skills by the President. This provision shall not be subject to the grievance procedure.

Salary Stipends

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

20.27 At the decision of the Campus President or designee, an employee may receive a monthly stipend when (1) assigned, for a limited period of time, additional work or special projects over and above their regularly assigned duties or (2) required to maintain contact with their campus outside of their normal working hours on a regular basis. Remote contact shall include telephone, pager, cell phone, wireless data access device, remote monitoring of any hardware or software device, and/or e-mail notification regarding the status of a campus system.

20.28 The following provisions shall apply to the awarding of a stipend under provision 20.26 and 20.27, above:

a. The stipend is paid on a month to month basis for the duration of the work assignment.

b. The stipend shall be between three percent (3%) and ten percent (10%) of the base monthly salary rate to be paid on a monthly basis.

c. The decision of the appropriate administrator, made in accordance with this article regarding the supplemental assignment specified in provisions 20.26 and 20.27 above shall be final and shall not be subject to Article 7, Grievance Procedure.

Red Circle Rates

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

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

20.31 If a red circle rate is granted, the employee shall retain the salary currently being paid (or a lesser salary rate up to twenty-five percent (25%) above the maximum salary rate of the lower class or skill level) and shall remain at that salary rate until the maximum salary rate of the lower class or skill level equals or exceeds

the red circle salary rate or until the authorized time period for maintaining the red circle salary rate expires, whichever occurs first.

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

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

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

a. an employee, for personal convenience, requests voluntary demotion;

b. an employee is demoted for cause other than for medical reasons.

20.35 An employee who was compensated at a salary rate above the maximum prior to a permanent separation will not be entitled to a red circle rate upon his/her return to work. Also, the authorization for a red circle rate shall be canceled if the employee refuses two (2) bona fide offers of appointment to a position at the campus in a class or skill level in the same occupational group, at the same timebase and at a salary level equivalent to the original class or skill level from which the employee was moved.

Emergency Pay

20.36 When the President has declared a state of emergency at a campus, in exchange for the performance of emergency work by bargaining unit employees outside of their normal assignment, and at a time when those employees would, subject to the approval of the University, otherwise have been able to use administrative leave, the following emergency pay will be provided.

Non-exempt personnel required to return to or remain at work shall receive emergency pay of an additional one-half (½) hour for each hour worked up to forty (40) hours per week. Hours worked in addition to forty (40) hours per week shall be paid at time and one-half (the inclusion of the phrase "an additional" is for the purpose of clarification only).

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

Underpayment of Wages

20.37 In the event an employee believes that he/she has been underpaid, the employee shall notify his/her appropriate administrator, in writing, as soon as possible after the underpayment occurs. The memorandum should contain the following

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

Information Reports

20.38 The name, classification and campus of each recipient of an increase effective July 1, of each year (to include the GSI described in provision 20.4, if applicable), MSI (described in provision 20.21), In-range progression (described in provision 20.24) together with the salary as of June 30th and the dollar amount of each increase awarded each recipient, shall be reported annually to the CSUEU systemwide office no later than ninety (90) days following the implementation of such increases. The reports shall be in electronic format and shall identify the increases by category: GSI, MSI, IRP, and shall include expenditures from all funds.

ARTICLE 21

BENEFITS

Eligibility

21.1 The term "eligible employee(s)" as used in this Article shall mean an employee or employees who are appointed half-time or more for more than six (6) months. Those excluded from health, dental, vision care, and life and accidental death and dismemberment benefits include intermittent employees or any employee paid wholly from funds not controlled by the CSU or from revolving or similar funds from which a regular State share payment of the insurance premium cannot be made.

21.2 The term "eligible family member(s)" as used in this Article shall mean the eligible employee's legal spouse, and unmarried children from birth to the end of the month in which the dependent children reach age twenty-six (26). An adopted child, step-child, natural child recognized by the parent, or a child living with the employee in a parent-child relationship who is economically dependent upon the employee is also eligible. A family member who is a disabled child over the age twenty-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.

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

21.3 The parties agree to extend health, dental and vision benefits to domestic partners, as defined pursuant to section 297 et. seq. of the Family Code, Article 9, section 22818 et. seq. of the Government Code and section 1261 of the Health and Safety Code, or any successor(s) or substitute provision(s) of these code sections of benefit eligible employees in CSUEU-represented bargaining units. The parties further agree that the registration of domestic partners of CSUEU-represented benefit eligible employees, and all other procedures and conditions required to receive health benefits, as currently set forth in CalPERS Circular Letter 200-189-04, shall also apply to the receipt of dental and vision benefits.

It is further understood and agreed that the parties to this agreement do not intend to waive, and do not waive, their individual and/or collective rights to challenge, including in a court of competent jurisdiction, the propriety and/or legality of CalPERS regulations as set forth in CalPERS Circular Letter 200-189-04. If said CalPERS regulations are revised, Circular Letter 200-189-04 regulations as amended will continue to control the implementation of health, dental and vision benefits for the domestic partners of CSUEU-represented benefit eligible employees. Any such changes involving mandatory bargaining subjects under HEERA shall be subject to negotiation upon 30-day notice by a party to this agreement.

Health

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

Dental

21.5 The dental benefits provided by the CSU through the insurer(s) selected by the CSU for its indemnity and prepaid dental plans shall be offered to eligible employees and eligible family members as defined in Provisions 21.1 through 21.2. The CSU Enhanced Level II Indemnity Dental Plan shall be offered to eligible employees and eligible family members. For the duration of the agreement, the Employer's contribution to such plans shall equal one hundred percent (100%) of the basic monthly premium.

Vision Care

21.6 Eligible employees and eligible family members as defined in Provisions 21.1 through 21.2 shall be entitled to receive vision care benefits. Such benefits shall be provided by the CSU through carriers selected by the CSU, and the CSU hereby agrees the Employer's contribution shall equal one hundred percent (100%) of the basic monthly premium for the duration of the agreement.

Health Care Reimbursement Account

21.7 All eligible bargaining unit employees shall be entitled to participate in the CSU Health Care Reimbursement Account (HCRA) Plan. The terms of this plan shall be determined by CSU and IRS regulations. All administrative costs for participation shall be paid by participating employees.

Life, Accidental Death and Dismemberment Insurance

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

Rural Health Care Stipend

21.9 CSUEU-represented employees who meet all of the following requirements during the January pay period shall be paid a rural health care stipend.

The employee must be eligible and enrolled for CalPERS health insurance benefits and reside in a zip code contained in the list of "California's Proposed Eligible Rural Subsidy Zip Codes by County" of the year of payment; and

The employee must be enrolled in a non-HMO health plan, and live in an area where a HMO health plan is unavailable.

The amount of the stipend shall be fifteen hundred dollars ($1,500) per year for each eligible employee. Payment of the stipend shall be made prior to April 1 of the year of payment.

The fifteen hundred dollar ($1,500) stipend shall be available in following years unless the parties negotiate to eliminate the Rural Health Stipend Program and use the funds for other purposes.

Non-Industrial Disability Insurance

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

403 (b) Plan

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

Information Regarding Benefits

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

Travel Reimbursement

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

Parking Fees

21.14 Employees wishing to park at any CSU facility shall pay the staff parking fee in accordance with CSU campus policy. Such fee shall not be increased before July 1, 2012.

For the 2012-13 and 2013-14 fiscal years, there will be no increases in CSUEU-represented staff parking fees if no General Salary Increase ("GSI") is implemented.

a. For the 2012/13 fiscal year, parking fees may be raised to an amount equal to that paid by students as of July 1, 2012, but not to exceed an increase of three dollars ($3) per month.

b. For the 2013/14 fiscal year, parking fees may be raised to an amount equal to that paid by students as of July 1, 2013, but not to exceed an increase of three dollars ($3) per month.

c. Campuses may not increase parking fees more than once per fiscal year.

21.15 CSUEU-represented employees employed at two or more campuses shall not be required to purchase multiple parking passes. Procedures to implement the terms of this provision shall be determined by the CSU. This procedure will permit parking at all campuses where a CSUEU-represented employee is employed, provided that the employee has purchased a parking permit during the same timeframe at a CSU campus.

21.16 CSUEU–represented employees shall be entitled to purchase parking permits to park in any non-reserved faculty, staff and student parking lots on campus. For the duration of the Agreement, the campus shall not reduce the number of available non-reserved staff parking spaces.

21.17 Only employees who pay the reserve, premium, or other specialized lot/space fees may park in reserve, premium, or other specialized lots/spaces. Reserve, premium, and other specialized parking fees may be increased in accordance with campus policy.

21.18 Under no circumstances shall parking fees on any campus exceed those paid by CSU students in any given fiscal year. Should student parking fees on any campus be less than those parking fees paid by CSUEU-represented employees, they will not be lowered to the student rate.

21.19 The CSU shall provide payroll deductions for this purpose.

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

Uniform Reimbursement

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

21.22 All employees in Class Codes 8800-8802 (Police Dispatcher) appointed in excess of six (6) months who are required to wear a uniform as a condition of employment shall be reimbursed actual costs for replacement and maintenance up

to two hundred and fifty dollars ($250) per calendar year, subject to CSU accountable plan regulations.

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

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

21.25 Employees may submit reimbursement claims up to the annual maximum as stated in 21.21 and 21.22 for uniform replacement and maintenance costs on a monthly basis. Reimbursements will be processed in accordance with campus accounting procedures. No employee shall be required to expend more than the amount indicated in Provisions 21.21 and 21.22 above on the replacement and maintenance of uniforms in a calendar year.

21.26 When the CSU provides a uniform to an employee, the employee is required to wear that uniform. The CSU will provide a reasonable number of uniforms and will replace them as necessary and as determined by the appropriate administrator.

21.27 The employee may request an advance for the uniform purchase at time of initial hire.

Employee Assistance Programs

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

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

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

Dependent Care Reimbursement

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

Retirement

21.32 Pursuant to Government Code Section 20380, or any successor(s) or substitute provision(s) of that code section, all eligible employees are designated as state miscellaneous members under CalPERS.

Enhanced 1959 Survivors Benefit

21.33 Employees who are eligible pursuant to the California Public Employees' Retirement Law shall receive the improved 1959 Survivors Benefit as provided for in Government Code Section 21574.7, or any successor(s) or substitute provision(s) of that code section. Bargaining unit employees shall pay a premium of two dollars ($2) per month for this benefit. The University agrees that all monthly premiums in excess of the employee two dollar ($2) monthly contribution shall be paid by the CSU.

Dependent Care

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

Health Premium Conversion Program (TAPP)

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

FlexCash Plan

21.36 Eligible employees shall be entitled to participate in the CSU FlexCash Plan. A participating employee may waive health and/or dental insurance coverage in exchange for the following monthly payments:

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

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

Part-Time Employees Retirement Plan

21.37 Part-time, seasonal, temporary and intermittent employees who do not otherwise participate in the California Public Employees' Retirement System will be included in the Part-Time, Seasonal and Temporary (PST) Retirement Program administered by the Department of Personnel Administration's Savings Plus Program, a FICA-Safe Harbor Plan, in accordance with the regulations under section 3121(b)(7)(f) of the Internal Revenue Code, or any successor(s) or substitute provision(s) of that code section. The total cost of the plan will be paid by participating employees in the form of a seven and one-half percent (7.5%) pretax reduction, in accordance with section 414(h) of the Internal Revenue Code, from a participating employee's covered wages each pay period. There shall be no cost to the CSU.

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

Golden Handshake

21.38 If, during the life of this Agreement, the Office of the Governor and the Department of Finance advise the CSU of the availability of the early retirement program (so-called "Golden Handshake") for CSUEU-represented employees, the University agrees to notify the Union and, upon written request from the Union, to meet and confer regarding said availability.

Public Transportation Incentives

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

a. Free or discounted mass transit passes;

b. Van pools, which may or may not be subsidized;

c. Ride Share points;

d. Commuter tax benefit programs;

e. Parking permits for bike riders in inclement weather and/or

f. Shared car programs on campus.

21.40 Upon request and if possible, the CSU may adjust an employee's work schedule to accommodate employees who use mass transit, van pools, ride shares, and other means of alternative transportation. Denial of an employee's request for such a work schedule change shall not be subject to Article 7 (Grievance Procedure) or Article 8 (Complaint Procedure).

Housing Assistance Programs

21.41 The CSU shall notify the CSUEU when a campus considers implementing a program to provide housing or housing assistance to its employees, and whether these programs are scheduled to be made available to employees in CSUEU bargaining units. If these programs are not scheduled to be made available to employees in CSUEU bargaining units, then the Union may request a meeting to discuss this issue with the CSU. The parties shall meet within thirty (30) days of the request. Any such programs provided to employees may be considered imputed income and subject to taxes in accordance with IRS regulations.

The final decision regarding what programs are offered to CSU employees, and whether these programs will be made available to employees in CSUEU bargaining units, shall be made by the CSU and shall not be subject to the grievance or complaint procedures of this agreement.

ARTICLE 22

PROFESSIONAL DEVELOPMENT

General Training and Development

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

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

Training Opportunities

22.3 When an Appropriate Administrator recommends training to improve an employee's performance, if such training occurs during the employee's work hours, the employee may be granted release time, if operational needs permit.

22.4 A permanent employee may request at the Human Resources Office or be offered the opportunity for a temporary assignment in a higher level position on a training basis. Such requests shall follow procedures outlined in Provisions 22.22, 22.23, 22.24 and 22.27.

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

22.6 An employee serving on such a temporary assignment shall be compensated as provided for in Provision 17.5, Article 17, Assignment/Reassignment.

22.7 Upon request, an employee serving on such a temporary assignment shall be provided with a letter of verification of such service. A copy of such a verification letter shall be placed in the personnel file of the employee.

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

22.9 When possible, employees whose work is being changed due to technological changes may be provided with reasonable release time to participate in retraining opportunities for campus specific opportunities prior to the implementation of any layoffs.

Training Proposals

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

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

22.12 Upon request of the Union, the appropriate administrator(s) shall meet with the Union and a reasonable number of affected employees to discuss the training proposals. Such a meeting shall be held at a time and place mutually agreeable to the appropriate administrator and the Union.

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

Professional Development

22.14 Professional development opportunities shall include, but are not limited to:

a. The fee waiver program;

b. Training directly of benefit to the campus;

c. Continuing education.

22.15 When professional development classes are suggested, but not required, if such training occurs during the employee's work hours, the employee may be granted release time, if operational needs permit.

22.16 For the purpose of professional development, an employee may apply for an unpaid Leave of Absence for up to one (1) year as provided in Article 16.

Employee Development

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

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

a. The employee request shall be made to the campus Human Resources Office no later than one hundred twenty (120) days following completion of the Career Development Program. Only three (3) such request(s) may be made by an employee for a temporary training assignment and must be made within the time allotted.

b. The request(s) shall be in writing and shall include a detailed description of the type of temporary training assignment preferred, the objective of the training, and in which division/unit the training could be provided.

c. The employee shall provide a current, detailed resume.

d. The employee shall provide, in writing, a detailed description of the new skills, abilities, knowledge and information which were obtained in the course of the Career Development Program and explain how they relate to a requested temporary training assignment.

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

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

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

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

a. notification of the duration and beginning and ending dates of the assignment;

b. the location of the temporary assignment;

c. a position description outlining the major responsibilities of the temporary assignment;

d. the salary assigned to the temporary assignment;

e. the name and title of the immediate supervisor to whom the employee will be assigned during the temporary training assignment; and

f. an outline of the training experience and the objectives and performance expectations developed for the training assignment.

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

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

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

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

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

Career Opportunities

22.28 After successful completion of a Career Development Plan:

a. Notice of such successful completion shall be placed in the employee's personnel file.

b. An employee may submit, with his/her application for a posted higher-level position, a statement regarding experience and education acquired under the plan.

c. An employee who applies for a vacant posted position for which Human Resources determines he/she is qualified and which is consistent with the Career Development Plan shall be interviewed.

Reimbursement for Job-Required Training Expenses

22.29 The CSU agrees to reimburse employees for expenses incurred as a result of training if such training is required by CSU. Employees shall be reimbursed in accordance with the CSU Travel Policy for the following expenses incurred as a result of this required training:

a. Tuition and/or registration fees;

b. Cost of course-required books and materials;

c. Transportation or mileage expenses;

d. Toll and parking fees; and/or

e. Lodging and subsistence expenses.

Employees shall not be reimbursed for any training expenses required by law as part of the employee's profession or taken under the Fee Waiver program.

Compensation for Hours Worked Attending Training

22.30 Hours spent by non-exempt employees in attending training shall be compensable as hours worked unless all four of the following conditions are met: (1) the training is outside the employee's regular working hours; (2) the training is mandated by law as a requirement to work in the employee's profession; (3) the training is taken at an independent bona fide institution of learning; and (4) the employee performs no work during the training.

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

22.32 Non-exempt employees who attend training and education courses required by the CSU under provision 22.29 above shall be granted reasonable time off without loss of compensation for courses that occur during the employee's normal working hours. An employee's normal working hours may be adjusted so attendance occurs on state time. Courses required by CSU that are scheduled during off-duty hours shall be considered hours worked for purposes of determining overtime, subject to Article 19, Overtime. For the purposes of this Article, overtime shall include authorized time spent in travel. Appropriate costs for such training shall be borne by the CSU.

22.33 When it is necessary for exempt employees to work extended hours to attend training and/or education courses required by the CSU, managers may authorize informal adjustments in their normal work hours.

Fee Waiver

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

22.35 A maximum of two (2) courses or six (6) units, whichever is greater, per semester/quarter (exclusive of courses in self-support programs) may be taken on the fee waiver program, provided that the CSU admission requirements shall be met, waived, or are non-applicable. Courses taken on the fee waiver program shall be taken for credit. Fee waiver courses include undergraduate, graduate, credential, on-line, and summer term courses if they are state-supported. Eligible

employees enrolled in a doctoral program shall be eligible for a partial fee waiver equivalent to the part-time Graduate tuition fee, and shall be responsible for paying the difference between the applicable Doctorate fee and the part-time Graduate Tuition Fee.

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

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

a. The course shall be job-related or shall be part of an approved Career Development Plan.

b. The operational needs of the department are met.

c. If the release time is denied due to operational needs of the department, at the employee’s request, the Appropriate Administrator shall explain to the employee, in writing, the department’s operational needs.

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

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

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

22.41 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 Services Fee

Identification Card Fee (if mandatory)

Instructionally Related Activity Fee

Professional Program Fee (Graduate Professional Business Fee)

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

Associated Student Body Fee

University Union Fee/Student Body Center Fee

Health Facilities Fee

All other Category I and Category II fees as defined in Executive Order 1054, or in any superseding executive order, if applicable, (excluding the doctoral program fee and non-resident tuition fee) shall be waived for employees.

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

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

22.43 Participation in the fee waiver program shall entitle an employee to instructional services but not to student services.

22.44 An employee who qualifies for admission to a campus in accordance with established CSU standards and criteria shall be admitted, except that fees may be waived pursuant to this Article. An employee who does not qualify for regular admission may be admitted pursuant to the authority of the President, except that fees may be waived pursuant to this Article.

Dependent Fee Waiver

22.45 Employees eligible for participation in the CSU Fee Waiver Program as defined in Provision 22.35 may transfer their existing Fee Waiver benefit entitlement 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 up to age 25 who is matriculated toward a degree and the courses are for credit toward the degree's requirements; and

b. this Fee Waiver benefit does not apply to out-of-state tuition, or courses in self-support programs.

c. A participating spouse, domestic partner, or dependent enrolled in a doctorate program shall be eligible for a partial fee waiver equivalent to the part-time Graduate Tuition Fee and shall be responsible for paying the difference between the applicable Doctorate Fee and the part-time Graduate Tuition Fee.

22.46 Participation by an eligible employee's spouse, dependent child up to age 25, or domestic partner is subject to each CSU campus' standard admission and registration policies and procedures. Eligibility criteria for domestic partners shall be those used to determine such eligibility for health benefits.

22.47 The following fees shall be fully waived for a spouse, dependent child, or domestic partner of the employee:

Application Fee

Identification Card Fee (if mandatory)

State University Tuition Fees for the courses taken in the fee waiver program

22.48 All other fees shall be paid at the regular rates by a spouse, dependent child, or domestic partner of the employee.

22.49 The spouse, dependent child, or domestic partner of the employee is exempt from the determination that space be available in a particular course solely because they are participating in the fee waiver program.

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

Continuing Education - Unit 2

22.51 Continuing education training shall be training required to obtain or renew a license or certification required by law.

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

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

22.54 The President may approve requests for participation in continuing education activities from eligible full-time employees for up to fifty (50) hours per calendar year. Employees working less than full-time shall be eligible for continuing education on a pro rata share. Such requests shall not be unreasonably denied. Any denial shall be within seven (7) days of the employee's written request. The above notwithstanding, the appropriate administrator may grant additional release time for continuing education activities at the request of the employee. Such requests shall be carefully considered.

22.55 In cases where a total of fifty (50) hours participation in required continuing education activities are not approved by the President in a calendar year, presidential approval may be granted in the calendar year immediately following, for a maximum of one hundred (100) hours, less any time approved in the preceding year.

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

a. staffing needs of the department;

b. reasonable expectation that the employee's work performance or value to the campus will be enhanced as a result of his/her participation in the course of study; and

c. requirements for continuing education.

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

22.58 The President shall determine what costs, if any, shall be borne by the campus in connection with required continuing education activities. Time as provided in this Article spent in continuing education activities shall be compensable pursuant to the factors in provision 22.30. Attendance at continuing education activities outside of regular work hours may be supported by the CSU at the discretion of the President.

22.59 Non-exempt employees who attend training and education courses required for continuing education credits may be granted reasonable time off without loss of compensation for courses that occur during the employee's normal working hours. Hours spent attending training and education courses during regular working hours for Continuing Education shall be considered hours worked. Courses that are scheduled during off-duty hours are not considered hours worked for purposes of determining overtime.

22.60 When it is necessary for exempt employees to work extended hours to attend training and/or education courses required by the CSU, managers may authorize informal adjustments in their normal work hours.

ARTICLE 23

HEALTH AND SAFETY

23.1 The CSU recognizes the importance of procedures and policies for the protection of health and safety of employees and shall endeavor to maintain such conditions conducive to the health and safety of the employees.

23.2 In the event of earthquake, other natural disasters, or a state of emergency declared by a President, the CSU shall endeavor to take necessary health and safety measures as required. At an appropriate time, the CSU agrees to meet with the Union to review such measures taken during an earthquake or other natural disaster.

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

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

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

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

23.7 When an employee in good faith believes that he/she is being required to work under unhealthy or unsafe conditions or without adequate safety equipment and clothing, he/she shall notify the appropriate administrator. The appropriate administrator shall investigate as soon as possible the alleged unhealthy or unsafe conditions, notify the Environmental Health and Safety Officer where appropriate, and shall immediately communicate with the employee as to the results of such an investigation and, if deemed necessary, the steps that shall be taken to correct the condition.

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

23.8 An employee may request a temporary reassignment when he/she believes in good faith that his/her present assignment presents a clear danger to his/her health and safety. The appropriate administrator shall promptly respond to such a

request. Such a request shall not be unreasonably denied during the preliminary aspect of any investigation. If such an unsafe or unhealthy condition is found during such an investigation, the temporary reassignment shall continue until a remedy is implemented. If, after the remedy is implemented, the employee still believes the unsafe or unhealthy condition exists, he/she may contact the Environmental Health and Safety Officer. The Environmental Health and Safety Officer shall respond to the employee as soon as possible.

23.9 There shall be a campus-wide health and safety committee on each campus. One campus employee from each of the bargaining units shall be designated by CSUEU to represent the safety interests of employees in these bargaining units. The names of these individuals shall be provided in writing to the President. Such representation shall be by membership on the existing campus-wide safety committee. Such a representative may submit agenda items related to health and safety. Topics may include, but shall not be limited to, the use of video display terminals (VDTs), ergonomics and other appropriate safety matters. This provision shall not preclude other bargaining unit employees from serving on the campus-wide safety committee when appointed by means other than those provided in this provision.

23.10 There shall be a campus Plant Operations Safety Committee which shall meet at regularly scheduled times during normal business hours. A reasonable number of employee representatives appointed by the Union shall serve as committee members. Committee members may place items related to health and safety on the agenda for such committee meetings. Recommendations and suggestions regarding safety as submitted in accordance with Provision 23.6 are appropriate as an agenda item for such committee meetings.

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

23.12 New employees shall be provided safety training within sixty (60) days of employment. As deemed necessary by the President and/or required by Cal-OSHA regulations or final determinations, the CSU shall provide safety training and instruction to minimize illness or injury to employees.

ARTICLE 24

LAYOFF

Determination

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

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

Union Notice

24.3 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.

Order of Layoff

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

a. first, temporary, and probationary employees; and

b. last, permanent employees.

Temporary and probationary employees in a classification or skill level within a classification shall be separated or laid off before permanent employees in the same classification or skill level within the classification.

Temporary and Probationary Employees

24.5 The President shall establish the order of layoff for temporary and probationary employees in a classification or in a skill level within a classification by considering only merit and competency in relation to program need.

Permanent Employees

24.6 The President shall establish the order of layoff for permanent employees by classification and/or skill level within a classification in reverse order of seniority.

24.7 An employee who possesses documentable specialized skills that are needed for the program, not possessed by other employees in classification(s) or skill levels

within classifications undergoing layoff may be excluded by the President from the layoff list.

Employee Notice of Layoff

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

24.9 A permanent employee who is to be laid off shall receive notice of such layoff from the President no later than sixty (60) days prior to the effective date of layoff. A permanent employee who is to be laid off due to lack of work shall receive notice of such layoff from the President no later than ninety (90) 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.

Reassignment to Vacancies

24.10 A permanent employee who has received a notice of layoff may exercise his/her right to elect transfer to any vacancy for which he/she is currently qualified. Such qualification shall be determined in the normal manner. When two (2) or more such permanent employees elect transfer to the same vacancy in accordance with this provision, the President may select the employee to be transferred on the basis of merit.

Retreat Rights

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

24.12 If an employee elects to return to a classification, or skill level within a classification, in which he/she previously served as a permanent employee, his or her salary shall be red circled in accordance with the red circle rate provisions in Article 20, Salary, for the period of time the employee is on the reemployment list as outlined in 24.29. At the expiration of the five (5) year period, if the employee has not returned to a position in the same classification, or skill level within a classification, held at the time of layoff and at the same timebase as previously held, the employee’s salary may be reduced to the maximum salary range or sub-range of the classification that he or she is returning to, provided that such salary is not greater than the salary he or she received at the time of the layoff.

24.13 A permanent employee appointed to a bargaining unit position at the Chancellor's Office prior to July 1, 2012 who has received a layoff notice shall have retreat rights to his/her former campus if he/she had gained permanency at that campus. Such retreat rights exist only if the employee's appointment at the Chancellor's Office was immediately after separation from the campus.

24.14 In order to elect to return to a previously held classification and/or skill level within a classification, the employee must notify the campus Human Resources Office in writing of his/her election not later than thirty (30) days after receiving the notice of layoff.

24.15 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 24.10 to 24.12 above of this Article.

Computation of Seniority Points for Permanent Employees

24.16 All seniority points calculated for and earned by permanent employees prior to June 30, 1983, shall remain unchanged. Such seniority points shall serve as the base to which additional seniority points, computed for and earned pursuant to the terms of this Agreement, shall be added. Seniority points for each campus shall be calculated by the campus and provided to the Union upon written request at the same time the CSU notifies the Union that there is a need for implementation of any procedures outlined in this Article.

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

24.18 For the purpose of computing permanent employee seniority credit, length of service includes continuous time served as a temporary, probationary or permanent employee and is counted from the date of appointment to the current class held, or current skill level held within the classification, consistent with Provision 24.19 below, plus any service in all classes or skill levels of equal or higher rank on the campus, including time spent in non-CSUEU classifications, which has not been interrupted by a permanent separation. Seniority points roll down when retreating to lower level classifications; seniority points do not roll up to higher level classifications.

24.19 Seniority credit is counted from the first calendar month of appointment to the current classification, or skill level within a classification held, or upon the return from leave without pay status (when such leave does not count for seniority credit pursuant to Provision 24.21), if the appointment or return date is on or before the fifteenth (15th) calendar day of that month. Seniority credit is counted from the second calendar month of appointment to the current classification or skill level within a classification held, or upon the return from leave without pay status (when such leave does not count for seniority credit pursuant to Provision 24.21), if the appointment or return date in the first calendar month is after the fifteenth (15th) calendar day in that month.

24.20 Seniority credit upon separation from a classification, or from a skill level within a classification, or upon the commencement of leave without pay status (when such leave does not count for seniority credit pursuant to Provision 24.21), shall terminate effective the end of the calendar month preceding the date of separation or leave if the date of separation is on or before the fifteenth (15th) calendar day

of the month of separation. Seniority credit upon separation from a classification, or from a skill level within a classification, or upon the commencement of leave without pay status (when such leave does not count for seniority credit pursuant to Provision 24.21), shall extend until the end of the calendar month of separation or leave if the date of separation is after the fifteenth (15th) calendar day of the month of separation.

24.21 All time spent in family care, military, disability, loan of an employee to another governmental agency or leave with pay status shall count toward the accumulation of seniority points. All other time spent in leave without pay status, as well as periods of suspension without pay, shall not count toward the accumulation of seniority points, however, such time shall not constitute a break in continuous service.

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

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

24.24 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 classification.

24.25 The term "class of equal rank" as used in this Article shall mean a class, or skill level within a class, which has a maximum salary of not more than one-half (½) step or approximately two and one-half percent (2½%) above or below the maximum salary of the employee's current class, or skill level within a class.

24.26 The term "class of higher rank" as used in this Article shall mean a class, or skill level within a class, which has a maximum salary of more than one-half (½) step or approximately two and one-half percent (2½%) above the maximum salary of the employee's current class, or skill level within a class.

Tie-Breaking in the Order of Layoff

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

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

a. specialized skills and competencies of the employee; and

b. documented meritorious service by the employee.

Reemployment Rights/Opportunities

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

24.30 Position vacancies in a class, or skill level within a classification, for which there are names of qualified individuals on the reemployment list shall not be filled without first making an offer of reemployment to those on this list. If an individual on the reemployment list declines two (2) such offers, he/she waives his/her reemployment rights. An individual on a reemployment list may request inactive status for up to one (1) year.

24.31 To mitigate the impact of layoff, laid off employees on the reemployment list may elect to be placed on a separate list to be called for temporary and/or intermittent appointments for which they are qualified. Laid off employees on this list shall have the right of first refusal for vacant and available temporary and/or intermittent appointments for which they are qualified. The offer, acceptance or refusal of work under this provision does not constitute an offer of employment under Article 24.30.

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

24.33 The CSU shall post all bargaining unit vacancies at all CSU campuses to the CSU Careers Website (http://csucareers.calstate.edu). A campus may not fill a vacancy without ascertaining whether there are individuals in the applicant pool who hold reemployment rights under Provision 24.29. If such an employee has applied for a vacancy, his/her application shall be considered.

Voluntary Programs to Avoid Layoff

24.34 At least sixty (60) days prior to the effective date of a layoff due to a lack of funds, the President shall make available voluntary programs to avoid layoff. At least ninety (90) days prior to the effective date of a layoff due to a lack of work, the President shall make available voluntary programs to avoid layoff. When the layoff is due to a lack of work, voluntary programs will only be made available to employees in the classifications affected by the layoff. If there are no employees in the affected classifications other than those notified of the possible layoff, voluntary programs will not be offered.

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

a. a voluntary reduced worktime program;

A voluntary reduced worktime program may reduce the time worked by an employee within the workweek or within the work year. The 10/12 or 11/12 pay plan as provided for in this Agreement shall be considered a voluntary reduced worktime program. Prior to a layoff, the President shall extend the provisions of the 10/12 or 11/12 pay plan (Article 20, Salary, Provisions 20.11 through 20.20) to employees in classifications undergoing layoff and may extend the provisions of the 10/12 or 11/12 pay plan to employees in classifications not otherwise eligible.

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

24.36 An employee who has been laid off and placed on the reemployment list may be eligible to participate in the fee waiver program as described in Provisions 22.34 through 22.44 of Article 22 for the duration of the time that the employee is on the reemployment list. In order to participate in the program, the employee shall have or shall initiate a career development/job related plan through the Human Resources Office and shall meet all applicable fee waiver requirements. This benefit is for the use of the laid off employee only and is not transferable. A benefit already transferred remains transferred until the end of the academic term.

ARTICLE 25

NON-DISCRIMINATION

Non-Discrimination

25.1 The CSU prohibits discrimination on the basis of race, religion, ancestry, color, sex, sexual orientation, gender identity, gender expression, genetic information, age (40 and older), disability, veteran status, marital status, pregnancy, medical condition and/or national origin. "Disability" and "medical condition" and "genetic information" as used herein are consistent with the definitions provided in Executive Order 883, Technical Letters HR 2004-12, HR EEO 2011-02 or its successors.

25.2 An employee, who alleges discrimination in violation of a CSU systemwide non-discrimination or anti-harassment policy, shall file his/her complaint under the procedure described in Executive Order 928, or in any superseding executive order, if applicable. An employee may, at any time, file a complaint regarding the same incident with the Equal Employment Opportunity Commission and/or the Department of Fair Employment and Housing.

Whistleblowing

25.3 An employee, who wishes to file a disclosure of an improper governmental activity and/or a significant health or safety threat, shall file his/her complaint under the procedure described in Executive Order 929, or in any superseding executive order, if applicable.

25.4 An employee, who alleges that he/she suffered retaliation for making a protected disclosure of an improper governmental activity and/or a significant health or safety threat, shall file his/her complaint under the procedure described in Executive Order 1058, or in any superseding executive order, if applicable.

25.5 The parties agree that CSUEU has the right to file a complaint under Executive Order 928 (or any superseding Executive Order) alleging discrimination or sexual harassment against more than one CSUEU-represented employee. The CSUEU agrees to identify the employees/grievants when so requested and to identify the alleged harm to those employees/grievants.

25.6 CSUEU and CSU agree that the intent of Article 25, Section 25.2, is that employees who allege discrimination in violation of CSU's systemwide non-discrimination policy shall file complaint(s) under the procedure set forth in Executive Order 928, or any succeeding Executive Order.

25.7 It is understood that such discrimination complaints are not grievable under Article 7, nor are they complainable under Article 8, Complaint Procedure.

25.8 If, however, there is a violation, misinterpretation or misapplication of a campus procedure implementing the systemwide non-discrimination policy, an employee, a group of employees, or the union may file a complaint, under Article 8, of such a violation, misinterpretation or misapplication of the campus policy/procedure, but may not file a complaint concerning the outcome of the discrimination investigation.

ARTICLE 26

CRUISE EMPLOYEES

26.1 This article applies to all employees who are assigned to go on cruise.

Food Service Series Cruise Calendar Employees

26.2 The following provisions refer to employees in Food Service Series classifications who are scheduled to work on the same basis as employees under an Academic Year Pay plan and who are required to work one (1) cruise per year.

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

b. Food Service Series cruise calendar employees serving in a cruise year appointment do not accrue vacation credits and are not eligible for paid vacation.

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

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

Incidental Pay Premium

26.3 All employees who are required to go on cruise are to receive five dollars ($5.00) per day incidental pay for each day worked on a California Maritime Academy Cruise. This allowance is provided to all employees while on cruise, and not just to those in Food Service series positions.

Employee Reimbursement

26.4 If any employee is required to obtain or renew their passport for cruise purposes, the cost of doing so shall be reimbursed by CMA.

26.5 If any employee is required to obtain or renew a Merchant Mariner Credential/Document (Z card), Transportation Worker Identification Credential (TWIC card), or any other document and/or credential required by a governmental agency for cruise purposes, the cost of doing so shall be reimbursed by CMA.

26.6 If any employee is required to obtain a physical exam, x-ray, vaccination or medical or drug/alcohol testing for cruise purposes, the cost -- including time off (not to exceed four hours) -- will be borne by CMA.

26.7 If and when any employee performs any classroom instruction, that individual will receive a separate lecturer appointment.

ARTICLE 27

LABOR MANAGEMENT COMMITTEES

Campus Labor Management Committees

27.1 At the request of either CSUEU or CSU, a meeting shall be held to discuss whether to establish a joint labor/management committee to discuss issues of mutual interest. If an LMC is established, it shall be composed of up to six (6) representatives from labor and up to six (6) representatives from management employed at the campus. More representatives may participate, subject to mutual agreement. CSUEU staff may participate on any CSUEU LMC. Both sides shall be equally represented and appointed by their respective parties.

27.2 If formed, this committee shall meet on an ad hoc basis, at times and dates mutually agreeable to the parties and surrounding a campus specific issue. The parties shall notify each other of the issues that they desire to discuss at least fifteen (15) days prior to a scheduled meeting date. LMCs shall issue a report within ninety (90) days of its last meeting.

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

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

Systemwide Labor Management Committees

27.5 By mutual agreement, a systemwide joint labor management committee may be established and shall be composed of up to six (6) representatives from labor and up to six (6) representatives from management. More representatives may participate, subject to mutual agreement. CSUEU staff may participate on any CSUEU LMC.

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

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

27.8 The parties shall convene an LMC to discuss the State Controller's Office proposed new payroll system, including, but not limited to plus/minus time and pay periods.

General Provisions

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

ARTICLE 28

FAMILY AND MEDICAL LEAVE AND PREGNANCY DISABILITY LEAVE

28.1 The family and medical leave provisions in this Article incorporate both the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) and will be denoted by FML.

Eligibility

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

28.3 An eligible employee who is the spouse, registered domestic partner, son, daughter, parent or "next of kin" of an injured, covered service member is eligible for Service Member Care Leave, pursuant to the Fiscal Year 2010 National Defense Authorization Act and related laws.

28.4 An eligible employee with family members in the regular Armed Forces or National Guard or Reserves is entitled to Military Exigency Leave, pursuant to the Fiscal Year 2010 National Defense Authorization Act and related laws.

Entitlement

28.5 Eligible employees are entitled to up to twelve (12) weeks of leave for an FMLA qualifying event within a twelve (12) month period.

28.6 Employees eligible for a Service Member Care Leave are eligible for twenty-six (26) workweeks of leave, which includes Service Member Care Leave and the twelve (12) weeks of leave for any other FMLA qualifying event within a twelve (12) month period.

FML Entitlement

28.7 Eligible employees shall be granted up to a total twelve (12) weeks of family and medical leave (FML) in a 12-month period for the birth of a child of the employee; the placement of a child with an employee in connection with the adoption or foster care of the child by the employee; to care for a child, parent, spouse or registered domestic partner, of the employee who has a serious health condition; or for the employee's own serious health condition.

28.8 Military Exigency Leave is FML for the purpose of addressing issues which may arise from a covered military member's deployments or call to active duty to a foreign country. Length of time off from work varies under Military Exigency Leave based on type of leave taken and shall be deducted from the twelve (12) week entitlement.

Time Taken on FML

28.9 FML is unpaid leave; however, employees shall utilize appropriate leave credits prior to being placed on any unpaid portion of FML.

28.10 If an employee asks to use vacation or other paid time off without reference to a FML-qualifying purpose, the CSU may not ask the employee if the leave is for a FML-qualifying purpose.

28.11 If the employer denies the employee's request to use vacation or other paid time off and the employee then provides information that the requested time off is or may be for a FML-qualifying purpose, the employer may inquire further into the reasons for the absence. If the absence is FML-qualifying, employees shall utilize appropriate leave credits in accordance with this Article.

28.12 When FML is granted for an employee's own serious health condition, an employee shall use applicable leave credits, including sick leave, vacation, compensatory time off (CTO) and Personal Holiday before going on any unpaid portion of FML. However, if the leave is due to the employee's own serious health condition and also qualifies as an Industrial Disability Leave (IDL), Temporary Disability, or Non-Industrial Disability Leave (NDI), the appropriate guidelines shall apply.

28.13 FML taken by an employee to care for an eligible family member shall be leave without pay except that an employee must utilize all accrued vacation, personal holiday, compensatory time off (CTO) that he/she is eligible to take prior to any unpaid period of FML**.**

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

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

28.16 The period of FML 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 89519.

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

28.18 The amount of family care and medical leave that may otherwise be granted under Article 16 may be reduced by the amount of FML granted to an employee for reasons set forth in this Article.

Request and Approval

28.19 When the appropriate administrator becomes aware that an employee has taken or intends to take time off for an FML qualifying reason pursuant to provision 28.7, the employee may be asked to provide documentation from a medical professional asserting that there is an FML qualifying reason. FML qualifying leaves may be designated as FML.

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

28.21 If the employee's need for family and medical leave is foreseeable due to the employee's planned medical treatment or planned supervision of a child, parent, spouse, or domestic partner with a serious health condition, the employee shall provide the President with not less than fourteen (14) days notice of the need for the leave. The employee shall consult with the appropriate administrator regarding the scheduling of the treatment or supervision so as to minimize disruption of the operations of the campus.

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

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

Return to Work

28.24 Approved FML assures the employee a right to return to his/her former position or an equivalent position upon expiration of the family and medical leave. If the former position and any equivalent position have ceased to exist due to legitimate business reasons unrelated to the leave, the campus shall make reasonable accommodation by alternative means that will not cause undue hardship to the campus. Such alternative means shall include, but not be limited to, offering the employee any other position which is available and for which the employee is qualified. FML shall not constitute a break in service for the purposes of length of service and/or seniority under this Agreement.

28.25 An employee on FML shall retain employee status and shall continue to accrue seniority points pursuant to Article 24 of this Agreement during the period of the FML. During FML, an employee may continue to participate in benefits to the

same extent and under the same conditions as would apply to any other personal leave of absence without pay pursuant to this Agreement, except that if any paid portion of the FML is less than twelve (12) weeks, unless canceled by the employee, the CSU shall continue to make employer contributions toward health, dental and vision coverage for the unpaid remainder of the twelve (12) week period. If an employee fails to return at the end of FML, 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.

28.26 The granting or denial of FML provided in this Article shall be subject to Article 8, Complaint Procedure.

ARTICLE 29

DURATION AND IMPLEMENTATION

29.1 This Agreement shall become effective upon ratification by both parties and shall remain in full force and effect up to and including June 30, 2014.

29.2 The provisions of Article 20, Salary, and Article 21, Benefits, shall be implemented as indicated in those articles.

29.3 Negotiations for a successor agreement shall commence when one of the parties delivers to the other its proposals in writing no earlier than January 1 and no later than February 1 immediately preceding the expiration of this Agreement. However, negotiations on economic issues in preparation for the budget request for the 2014/15 fiscal year, as provided in Section 3572 of the Higher Education Employer-Employee Relations Act, may commence after July 1, 2013, when one of the parties delivers to the other its proposals in writing.

29.4 Subject to the provisions of HEERA Section 3572 (a), either party may request to reopen the Salary Article (Article 20) and/or the Benefits Article (Article 21) of the collective bargaining agreement once in the 2012-2013 fiscal year and once in the 2013-2014 fiscal year, upon sixty (60) days notice. Upon receipt of a request to reopen the Salary and/or Benefits Article, the Parties will agree on a sunshine schedule.

29.5 Should the parties engage in fiscal year 2012-2013 reopener bargaining, the parties will conduct negotiations regarding salary structure and movement through salary ranges.

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

SIDE LETTER OF AGREEMENT #1

ARTICLE 5
OFFICE SPACE

The CSU will write the CFA Headquarters and remind them that Provision 6.23 of the CFA collective bargaining agreement states:

The CFA shall be provided appropriate office space on each campus, which shall, upon their request, be shared with other bargaining representatives. Rental charges for the duration of this Agreement shall be one dollar per year for each office provided.

The CSU will advise the CFA that it expects the CFA to comply with this provision of the collective bargaining agreement.

SIDE LETTER OF AGREEMENT #2

LABOR MANAGEMENT COMMITTEE ON LONG-TERM COMPENSATION STRATEGY

July 15, 2011

In accordance with the report of the Labor Management Committee (LMC) on long-term compensation strategy, the CSU and CSUEU agree to implement the following recommendations of the committee for the duration of the current collective bargaining agreement:

1. The CSU shall communicate the importance of maintaining accurate and up-to-date position descriptions. Accurate position descriptions are critical to properly classify positions because positions are classified based upon the level at which the majority of duties are performed.

2. The CSU shall reevaluate skill levels within career bands, including the possible break up of career skill levels.

3. The CSU shall review the Administrative Support and the Administrative Analyst/Specialists series to more clearly differentiate the levels and classifications.

4. The CSU shall continue to expedite the classification series implementation and/or revision process.

SIDE LETTER OF AGREEMENT #3

REOPENER ON
SALARY STRUCTURE AND MOVEMENT THROUGH RANGES

January 13, 2012

The California State University (CSU) and the California State University Employees Union (CSUEU) acknowledge the following:

1. During 2007/2009 contract negotiations, there were long discussions about the CSU's compensation and classification structure and the movement of employees through open salary ranges.

2. No resolutions on these complex issues were reached and the parties agreed to convene a Labor Management Committee (LMC) on Long-Term Compensation.

3. The LMC on Long-Term Compensation met between 2009 and 2011 and issued a report and recommendations on February 23, 2011.

4. On July 15, 2011, CSUEU and CSU agreed to a Side Letter which addressed four of the LMC's recommendations, which are:

    a. The CSU shall communicate the importance of maintaining accurate and up-to-date position descriptions. Accurate position descriptions are critical to properly classify positions because positions are classified based upon the level at which the majority of duties are performed.

    b. The CSU shall reevaluate skill levels within career bands, including the possible break up of career skill levels.

    c. The CSU shall review the Administrative Support and the Administrative Analyst/Specialists series to more clearly differentiate the levels and classifications.

    d. The CSU shall continue to expedite the classification series implementation and/or revision process.

CSUEU and CSU hereby agree that should the parties engage in FY 2012/13 Reopener Bargaining, the parties will conduct negotiations regarding salary structure and movement through salary ranges. Such negotiations will begin the process of addressing the issues raised by the Labor Management Committee on Long-Term Compensation.

SIDE LETTER OF AGREEMENT #4

GRIEVANCE ARBITRABILITY

January 13, 2012

The parties agree that upon ratification of the Collective Bargaining Agreement, CSUEU may appeal any grievances filed on or after July 1, 2011 to arbitration in accordance with Article 7, Section 7.19, of the Collective Bargaining Agreement.

APPENDIX A

INCLUDED CLASSIFICATIONS

Bargaining Unit 2

Class Code	Classification Title
1140	Health Record Technician
7922	Phlebotomist/Clinical Laboratory Assistant
7926	Clinical Laboratory Scientist II
7927	Clinical Laboratory Scientist I
7930	Per Diem Non-Exempt - Healthcare
7976	Speech Pathologist
7980	Physical Therapist I
7981	Physical Therapist II
7983	Orthopedic Technician
7988	Radiation Protection Specialist
7991	Pharmacist I – 10 month
7992	Pharmacist I – 12 month
7993	Pharmacist II
7994	Pharmacy Technician
7995	Radiologic Technologist I
7996	Radiologic Technologist II
8005	Sanitarian II
8130	Nutritionist
8133	Licensed Vocational Nurse II
8134	Licensed Vocational Nurse
8137	Clinical Assistant
8145	Health Education Assistant
8147	Health Educator
8148	Medical Assistant
8150	Registered Nurse I – 10 month
8151	Registered Nurse I – 12 month
8153	Registered Nurse II – 10 month
8154	Registered Nurse II – 12 month
8156	Registered Nurse III – 10 month
8157	Registered Nurse III – 12 month
8161	Physician Assistant
8165	Nurse Practitioner – 10 month
8166	Nurse Practitioner – 12 month
8180	Athletic Trainer I
8181	Athletic Trainer I – AY
8185	Athletic Trainer II
8186	Athletic Trainer II – AY
8190	Head Athletic Trainer
8191	Head Athletic Trainer – AY

Bargaining Unit 5

Class Code	Classification Title
0104	Maintenance and Laborer Trainee
0304	Cook I
0305	Cook II
0306	Cook I - Lead
0307	Cook II - Lead
0308	Food Service Worker I
0309	Food Service Worker II
0310	Food Service Worker I - Lead
0311	Food Service Worker II - Lead
0726	Lead Groundsworker
0731	Groundsworker
0733	Groundsworker Trainee
0735	Irrigation Specialist
0739	Pest Control and Spray Specialist
0743	Gardener
0745	Gardening Specialist
0746	Tree Trimmer I
0748	Tree Trimmer II
1508	Warehouse Worker
2010	Custodian
2013	Window Cleaner
2015	Lead Custodian
6223	Laborer
6363	Light Automotive Equipment Operator
6366	Heavy Equipment Operator/Bus Driver
6367	Heavy Construction Equipment Operator
6385	Farm Maintenance and Operations Worker

Bargaining Unit 7

Class Code	Classification Title
0830	Desktop Publishing/Graphic Specialist – 12 month
0831	Desktop Publishing/Graphic Specialist – 11/12
0832	Desktop Publishing/Graphic Specialist – 10/12
1030	Administrative Support Assistant 10/12
1031	Administrative Support Assistant - 11/12
1032	Administrative Support Assistant - 12 month
1033	Administrative Support Coordinator - 10/12
1034	Administrative Support Coordinator 11/12
1035	Administrative Support Coordinator - 12 month
1099	Payroll Technician Trainee
1100	Payroll Technician I
1101	Payroll Technician II

Bargaining Unit 7
(Continued)

Class Code	Classification Title
1102	Payroll Technician III
1120	Clerical Trainee
1142	Medical Secretary
1144	Medical Transcriber
1408	Power Keyboard Operator Trainee
1409	Power Keyboard Operator
1416	Senior Data Entry Operator
1418	Data Entry Operator
1421	Data Entry Operator Trainee
1424	Micrographics Technician Trainee
1426	Micrographics Technician
1428	Supervising Micrographics Technician I
1430	Supervising Micrographics Technician II
1450	Duplicating Machine Operator I
1464	Duplicating Machine Supervisor I
1466	Duplicating Machine Operator II, Offset
1467	Duplicating Machine Operator II, Direct Impression
1471	Reproduction Processes Supervisor I
1472	Reproduction Processes Assistant
1480	Reprographics Specialist I
1481	Reprographics Specialist II
1482	Reprographics Specialist III
1483	Reprographics Specialist IV
1502	Shipping & Receiving Assistant I
1504	Mail Services Supervisor I
1505	Mail Clerk
1506	Storekeeper I
1509	Stock Clerk
1549	Property Clerk II
1550	Property Clerk I
1553	Inventory Clerk
1628	Supervising Telephone Operator
1635	Telephone Operator
1727	Supervising Account Clerk I
1730	Accounting Technician
1733	Accounting Clerk
1740	Accounting Technician III
1741	Accounting Technician II
1757	Collections Representative Trainee
1758	Collections Representative I
1759	Collections Representative II
1927	Data Control Technician
1928	Senior Data Control Technician
2898	Book Repairer II

Bargaining Unit 7
(Continued)

Class Code	Classification Title
2899	Book Repairer I
2904	Library Assistant Trainee
2905	Library Assistant II
2906	Library Assistant I
2907	Library Assistant III
2908	Library Assistant IV
3022	Drafting Aid
3023	Drafting Technician I
3024	Drafting Technician II
4790	Buyer Trainee
4791	Buyer I
4792	Buyer II
4793	Buyer II - Lead
4794	Buyer III
4795	Buyer III - Lead
5210	Health Services Assistant
8800	Police Dispatcher – 12 month
8801	Police Dispatcher – 11/12
8802	Police Dispatcher – 10/12
8810	Parking Officer – 12 month
8811	Parking Officer – 11/12
8812	Parking Officer – 10/12
8820	Community Service Specialist – 12 month
8821	Community Service Specialist – 11/12
8822	Community Service Specialist – 10/12
9687	Head Resident II
9688	Head Resident I
9692	Dormitory Supervisor

Bargaining Unit 9

Class Code	Classification Title
0300	CMA Staff Services Analyst
0301	CMA Associate Personnel Analyst
0302	CMA Student Affairs Officer I
0303	CMA Student Affairs Officer II
0400	Analyst/Programmer - 12 month
0401	Analyst Programmer - 11/12
0402	Analyst/Programmer - 10/12
0410	Operating Systems Analyst - 12 month
0411	Operating Systems Analyst - 11/12
0412	Operating Systems Analyst - 10/12

Bargaining Unit 9
(Continued)

Class Code	Classification Title
0420	Information Technology Consultant - 12 month
0421	Information Technology Consultant - 11/12
0422	Information Technology Consultant - 10/12
0430	Network Analyst - 12 month
0431	Network Analyst - 11/12
0432	Network Analyst - 10/12
0440	Equipment Systems Specialist -12 month
0441	Equipment Systems Specialist - 11/12
0442	Equipment Systems Specialist - 10/12
0450	Operations Specialist - 12 month
0451	Operations Specialist - 11/12
0452	Operations Specialist - 10/12
0627	Farm Supervisor I
0638	Farm Laborer
0648	Crop Technician I
0651	Crop Technician II
0663	Livestock Technician I
0666	Livestock Technician II
0670	Animal Health Technician
0687	Feed Mill Operator
0697	Poultry Technician
0703	Nursery Technician II
0706	Nursery Technician I
0800	Public Affairs/Communication Specialist – 12 month
0801	Public Affairs/Communication Specialist – 11/12
0802	Public Affairs/Communication Specialist – 10/12
0810	Media Production Specialist – 12 month
0811	Media Production Specialist – 11/12
0812	Media Production Specialist – 10/12
0820	Graphic Designer – 12 month
0821	Graphic Designer – 11/12
0822	Graphic Designer – 10/12
0840	Performing Arts Technician – 12 month
0841	Performing Arts Technician – 11/12
0842	Performing Arts Technician – 10/12
0850	Broadcast Engineer – 12 month
0851	Broadcast Engineer – 11/12
0852	Broadcast Engineer – 10/12
0860	Visual Resource Specialist – 12 month
0861	Visual Resource Specialist – 11/12
0862	Visual Resource Specialist – 10/12
1036	Administrative Analyst/Specialist - 10/12
1037	Administrative Analyst/Specialist - 11/12
1038	Administrative Analyst/Specialist - 12 month

Bargaining Unit 9
(Continued)

Class Code	Classification Title
1513	Athletic Equipment Attendant II
1514	Athletic Equipment Attendant I
1521	Technician Trainee
1577	Instructional Support Assistant I
1578	Instructional Support Assistant II
1579	Instructional Support Assistant III
1615	Instructional Support Technician I
1617	Instructional Support Technician II
1619	Instructional Support Technician III
1762	Accountant I
2572	Space and Facilities Utilization Officer
2866	Accompanist II
2867	Accompanist I
2885	Library Services Specialist Trainee
2886	Library Services Specialist I
2887	Library Services Specialist II
2888	Library Services Specialist III
2889	Library Services Specialist IV
3801	Radiation Safety Officer
3810	Library Serials Editor
4555	Accountant II
5151	Personnel Assistant
5250	Special Assistant, EOP
5255	Administrative Trainee
5284	Associate Budget Analyst
5287	Assistant Budget Analyst
5330	Federal Programs Coordinator
5680	Research Technician III
5681	Research Technician II
5683	Research Technician I
5783	Associate, Academic and Institutional Studies II
5784	Associate, Academic and Institutional Studies I
5787	Associate, Academic and Institutional Studies III
6725	Senior Planner/Estimator/Scheduler
6726	Planner/Estimator/Scheduler
6950	Piano Technician I
6951	Piano Technician II
6960	Fish Hatchery Manager
6970	Diving Safety Officer
7000	Equipment Maintenance Assistant
7001	Equipment Technician I, Mechanical
7002	Equipment Technician I, Electro-Mechanical
7003	Equipment Technician I, Electronic

Bargaining Unit 9
(Continued)

Class Code	Classification Title
7004	Equipment Technician I, Specialized Equipment
7011	Equipment Technician II, Mechanical
7012	Equipment Technician II, Electro-Mechanical
7013	Equipment Technician II, Electronic
7014	Equipment Technician II, Specialized Equipment
7021	Equipment Technician III, Mechanical
7022	Equipment Technician III, Electro-Mechanical
7023	Equipment Technician III, Electronic
7024	Equipment Technician III, Specialized Equipment
7165	Interpreter I AY
7166	Interpreter II AY
7167	Lead Interpreter AY
7168	Lead Interpreter
7169	Interpreter II
7170	Interpreter I
7180	Computer Aided Transcriber
7191	Realtime Captioner
7192	Lead Realtime Captioner
7193	Hourly Interpreter/Realtime Captioner/Computer Aided Transcriber
7200	Interpreter I – 8/12
7201	Interpreter II – 8/12
7202	Lead Interpreter – 8/12
7210	Computer Aided Transcriber – 8/12
7220	Realtime Captioner – 8/12
7221	Lead Realtime Captioner – 8/12
7512	Glassblower
7879	Laboratory Assistant II
7888	Laboratory Assistant I

APPENDIX B

LIST OF PER DIEM EMPLOYEES

(See Article 2, Provision 2.15(e) for the definition of per diem employees)

Bargaining Unit 2

7926	Clinical Laboratory Scientist II
7927	Clinical Laboratory Scientist I
7976	Speech Pathologist
7991	Pharmacist I - 10 month
7992	Pharmacist I - 12 month
7995	Radiological Technologist I
7996	Radiological Technologist II
8130	Nutritionist
8134	Licensed Vocational Nurse
8150	Registered Nurse I - 10 month
8151	Registered Nurse I - 12 month
8153	Registered Nurse II - 10 month
8154	Registered Nurse II - 12 month
8156	Registered Nurse III - 10 month
8157	Registered Nurse III - 12 month
8165	Nurse Practitioner - 10 month
8166	Nurse Practitioner - 12 month

APPENDIX C

OVERTIME/SHIFT DIFFERENTIAL

Definitions:

I. Employees will be classified as either exempt or non-exempt, based on the duties and responsibilities of the positions.

A. Exempt employees are salaried employees who meet one of the exemptions (administrative, executive, professional or agricultural) from the overtime provisions of the Fair Labor Standards Act (FLSA). Exempt employees, unless they are classified as exempt under the agricultural exemption, do not earn overtime, either as cash or compensatory time off (CTO).

B. Employees in exempt classifications may be appointed to 12-month, 10-month, 10/12, 11/12, or academic year assignments.

C. Exceptions:

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

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

II. Non-exempt employees are salaried employees who do not meet any of the exemptions from the overtime provisions of the FLSA. Employees in non-exempt classifications may be appointed to 12-month, 10-month, 10/12, 11/12, or academic year assignments. The full-time workweek for non-exempt classifications is a workweek of forty (40) hours within seven (7) consecutive 24-hour days or 168 consecutive hours.

A. Overtime for non-exempt employees is payable in cash or as CTO at the rate of time and one-half the hourly rate. Employees in Units 2, 5, 7 and 9, having earned more than 120 hours at the end of the calendar year, must be paid in cash by February 1 of the following year except as noted below. Paid leave is counted as time worked in determining overtime hours worked.

B. For the following classifications, earned CTO greater than two hundred forty (240) hours must be paid in cash in the pay period it was earned:

9688 Head Resident I
9687 Head Resident II

III. SHIFT DIFFERENTIAL. The following classifications are eligible to receive shift differential. No other classifications may receive shift differential.

Unit 2

1140	Health Record Technician
7922	Phlebotomist/Clinical Laboratory Assistant
7926	Clinical Laboratory Scientist II
7927	Clinical Laboratory Scientist I
7930	Per Diem Non-Exempt - Healthcare
7980	Physical Therapist I
7981	Physical Therapist II
7983	Orthopedic Technician
7994	Pharmacy Technician
7995	Radiologic Technologist I
7996	Radiologic Technologist II
8133	Licensed Vocational Nurse II
8134	Licensed Vocational Nurse
8137	Clinical Assistant
8145	Health Education Assistant
8148	Medical Assistant

Unit 5

0104	Maintenance and Laborer Trainee
0304	Cook I
0305	Cook II
0306	Cook I Lead
0307	Cook II Lead
0308	Food Service Worker I
0309	Food Service Worker II
0310	Food Service Worker I Lead
0311	Food Service Worker II Lead
0726	Lead Groundsworker
0731	Groundsworker
0733	Groundsworker Trainee
0735	Irrigation Specialist
0739	Pest Control and Spray Specialist
0743	Gardener
0745	Gardening Specialist
0746	Tree Trimmer I
0748	Tree Trimmer II
1508	Warehouse Worker
2010	Custodian
2013	Window Cleaner
2015	Lead Custodian
6223	Laborer
6363	Light Automotive Equipment Operator
6366	Heavy Equipment Operator/Bus Driver
6367	Heavy Construction Equipment Operator

Unit 7

0830	Desktop Publishing/Graphic Specialist – 12 month
0831	Desktop Publishing/Graphic Specialist – 11/12
0832	Desktop Publishing/Graphic Specialist – 10/12
1030	Administrative Support Assistant - 10/12
1031	Administrative Support Assistant - 11/12
1032	Administrative Support Assistant - 12 month
1033	Administrative Support Coordinator - 10/12
1034	Administrative Support Coordinator - 11/12
1035	Administrative Support Coordinator - 12 month
1099	Payroll Technician Trainee
1100	Payroll Technician I
1101	Payroll Technician II
1102	Payroll Technician III
1120	Clerical Trainee
1142	Medical Secretary
1144	Medical Transcriber
1408	Power Keyboard Operator Trainee
1409	Power Keyboard Operator
1416	Senior Data Entry Operator
1418	Data Entry Operator
1421	Data Entry Operator Trainee
1424	Micrographics Technician Trainee
1426	Micrographics Technician
1428	Supervising Micrographics Technician I
1430	Supervising Micrographics Technician II
1450	Duplicating Machine Operator I
1464	Duplicating Machine Supervisor I
1466	Duplicating Machine Operator II, Offset
1467	Duplicating Machine Operator II, Direct Impression
1471	Reproduction Processes Supervisor I
1472	Reproduction Processes Assistant
1480	Reprographics Specialist I
1481	Reprographics Specialist II
1482	Reprographics Specialist III
1483	Reprographics Specialist IV
1502	Shipping & Receiving Assistant I
1504	Mail Services Supervisor I
1505	Mail Clerk
1506	Storekeeper I
1509	Stock Clerk
1549	Property Clerk II
1550	Property Clerk I
1553	Inventory Clerk
1628	Supervising Telephone Operator
1635	Telephone Operator
1727	Supervising Account Clerk I
1730	Accounting Technician I
1733	Accounting Clerk

1740	Accounting Technician III
1741	Accounting Technician II
1757	Collections Representative Trainee
1758	Collections Representative I
1759	Collections Representative II
1927	Data Control Technician
1928	Senior Data Control Technician
2898	Book Repairer II
2899	Book Repairer I
2904	Library Assistant Trainee
2905	Library Assistant II
2906	Library Assistant I
2907	Library Assistant III
2908	Library Assistant IV
3022	Drafting Aid
3023	Drafting Technician I
3024	Drafting Technician II
4790	Buyer Trainee
4791	Buyer I
4792	Buyer II
4793	Buyer II – Lead
4794	Buyer III
4795	Buyer III – Lead
5210	Health Services Assistant
8800	Police Dispatcher – 12 month
8801	Police Dispatcher – 11/12
8802	Police Dispatcher – 10/12
8810	Parking Officer – 12 month
8811	Parking Officer – 11/12
8812	Parking Officer – 10/12
8820	Community Service Specialist – 12 month
8821	Community Service Specialist – 11/12
8822	Community Service Specialist – 10/12
9687	Head Resident II
9688	Head Resident I
9692	Dormitory Supervisor

Unit 9

0300	CMA Staff Services Analyst
0301	CMA Associate Personnel Analyst
0302	CMA Student Affairs Officer I
0303	CMA Student Affairs Officer II
0400	Analyst/Programmer - 12 Month Range 1 - Foundation
0401	Analyst/Programmer - 11/12 Month Range 1 - Foundation
0402	Analyst/Programmer - 10/12 Month Range 1 - Foundation

0410	Operating Systems Analyst - 12 Month Range 1 - Foundation
0411	Operating Systems Analyst - 11/12 Month Range 1 - Foundation
0412	Operating Systems Analyst - 10/12 Month Range 1 - Foundation
0420	Information Technology Consultant - 12 Month Range 1 – Foundation
0421	Information Technology Consultant - 11/12 Month Range 1 - Foundation
0422	Information Technology Consultant - 10/12 Month Range 1 - Foundation
0430	Network Analyst - 12 Month Range 1 - Foundation
0431	Network Analyst - 11/12 Month Range 1 - Foundation
0432	Network Analyst - 10/12 Month Range 1 - Foundation
0440	Equipment Systems Specialist - 12 Month
0441	Equipment Systems Specialist - 11/12 Month
0442	Equipment Systems Specialist - 10/12 Month
0450	Operations Specialist - 12 Month
0451	Operations Specialist - 11/12 Month
0452	Operations Specialist - 10/12 Month
0648	Crop Technician I
0651	Crop Technician II
0670	Animal Health Technician
0697	Poultry Technician
0703	Nursery Technician II
0706	Nursery Technician I
0800	Public Affairs/Communication Specialist – 12 month Range 1 – Specialist I
0801	Public Affairs/Communication Specialist – 11/12 Range 1 – Specialist I
0802	Public Affairs/Communication Specialist – 10/12 Range 1 – Specialist I
0810	Media Production Specialist – 12 month
0811	Media Production Specialist – 11/12
0812	Media Production Specialist – 10/12
0820	Graphic Designer – 12 month
0821	Graphic Designer – 11/12
0822	Graphic Designer – 10/12
0840	Performing Arts Technician – 12 month
0841	Performing Arts Technician – 11/12
0842	Performing Arts Technician – 10/12
0860	Visual Resource Specialist – 12 month
0861	Visual Resource Specialist – 11/12
0862	Visual Resource Specialist – 10/12
1036	Administrative Analyst/Specialist – 10/12 Range 1 – Non-Exempt

1037	Administrative Analyst/Specialist – 11/12 Range 1 – Non-Exempt
1038	Administrative Analyst/Specialist – 12 month Range 1 – Non-Exempt
1513	Athletic Equipment Attendant II
1514	Athletic Equipment Attendant I
1521	Technician Trainee
1577	Instructional Support Assistant I
1578	Instructional Support Assistant II
1579	Instructional Support Assistant III
1615	Instructional Support Technician I
1617	Instructional Support Technician II
1619	Instructional Support Technician III
1762	Accountant I
2866	Accompanist II
2867	Accompanist I
5151	Personnel Assistant
5255	Administrative Trainee
5287	Assistant Budget Analyst
5681	Research Technician II
5683	Research Technician I
6726	Planner/Estimator/Scheduler
6950	Piano Technician I
6951	Piano Technician II
7000	Equipment Maintenance Assistant
7001	Equipment Technician I, Mechanical
7002	Equipment Technician I, Electro-Mechanical
7003	Equipment Technician I, Electronic
7004	Equipment Technician I, Specialized Equipment
7011	Equipment Technician II, Mechanical
7012	Equipment Technician II, Electro-Mechanical
7013	Equipment Technician II, Electronic
7014	Equipment Technician II, Specialized Equipment
7021	Equipment Technician III, Mechanical
7022	Equipment Technician III, Electro-Mechanical
7023	Equipment Technician III, Electronic
7024	Equipment Technician III, Specialized Equipment
7168	Lead Interpreter/Transliterator
7169	Interpreter/Transliterator II
7170	Interpreter/Transliterator I
7180	Computer Aided Transcriber
7191	Realtime Captioner
7192	Lead Realtime Captioner
7193	Hourly Interpreter/Realtime Captioner/Computer Aided Transcriber
7200	Interpreter I – 8/12
7201	Interpreter II – 8/12
7202	Lead Interpreter – 8/12
7210	Computer Aided Transcriber - 8/12
7220	Realtime Captioner – 8/12

7221	Lead Realtime Captioner – 8/12
7512	Glassblower
7879	Laboratory Assistant II
7888	Laboratory Assistant I

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

Unit 2

7976	Speech Pathologist
7988	Radiation Protection Specialist
7991	Pharmacist I - 10 Month
7992	Pharmacist I - 12 Month
7993	Pharmacist II
8005	Sanitarian II
8130	Nutritionist
8147	Health Educator
8150	Registered Nurse I -10 Month
8151	Registered Nurse I - 12 Month
8153	Registered Nurse II - 10 Month
8154	Registered Nurse II -12 Month
8156	Registered Nurse III - 10 Month
8157	Registered Nurse III - 12 Month
8161	Physician Assistant
8165	Nurse Practitioner - 10 Month
8166	Nurse Practitioner - 12 Month
8180	Athletic Trainer I
8181	Athletic Trainer I – AY
8185	Athletic Trainer II
8186	Athletic Trainer II – AY
8190	Head Athletic Trainer
8191	Head Athletic Trainer – AY

Unit 5

All existing classifications in this unit are non-exempt and earn overtime at the rate of one and one-half (1½) times the hourly straight time rate, with the exception of the Farm Maintenance and Operations Worker (6385). The Farm Maintenance and Operations Worker classification is exempt under the agricultural exemption of the FLSA and may earn overtime or CTO as defined in Section I. C. above.

Unit 7

All existing classifications in this unit are non-exempt and earn overtime or CTO at the rate of one and one-half (1½) times the hourly straight time rate.

Unit 9

0400	Analyst/Programmer - 12 Month*
	Range 2 - Career
	Range 3 - Expert
0401	Analyst/Programmer - 11/12 Month*
	Range 2 - Career
	Range 3 - Expert
0402	Analyst/Programmer - 10/12 Month*
	Range 2 - Career
	Range 3 - Expert
0410	Operating Systems Analyst - 12 Month*
	Range 2 - Career
	Range 3 - Expert
0411	Operating Systems Analyst - 11/12 Month*
	Range 2 - Career
	Range 3 - Expert
0412	Operating Systems Analyst - 10/12 Month*
	Range 2 - Career
	Range 3 - Expert
0420	Information Technology Consultant - 12 Month*
	Range 2 - Career
	Range 3 - Expert
0421	Information Technology Consultant - 11/12 Month*
	Range 2 - Career
	Range 3 - Expert
0422	Information Technology Consultant - 10/12 Month*
	Range 2 - Career
	Range 3 - Expert
0430	Network Analyst - 12 Month*
	Range 2 - Career
	Range 3 - Expert
0431	Network Analyst - 11/12 Month*
	Range 2 - Career
	Range 3 - Expert
0432	Network Analyst - 10/12 Month*
	Range 2 - Career
	Range 3 - Expert
0627	Farm Supervisor I
0638	Farm Laborer
0648	Crop Technician I
0651	Crop Technician II
0663	Livestock Technician I
0666	Livestock Technician II
0687	Feed Mill Operator
0800	Public Affairs/Communication Specialist – 12 month
	Range 2 - Specialist II
	Range 3 - Specialist III

*Range code indicates skill level. Class Code indicates classification and pay plan.

0801	Public Affairs/Communication Specialist – 11/12
	Range 2 - Specialist II
	Range 3 - Specialist III
0802	Public Affairs/Communication Specialist – 10/12
	Range 2 - Specialist II
	Range 3 - Specialist III
0810	Media Production Specialist III – 12 month
0811	Media Production Specialist III – 11/12
0812	Media Production Specialist III – 10/12
0850	Broadcast Engineer – 12 month
0851	Broadcast Engineer – 11/12
0852	Broadcast Engineer – 10/12
1036	Administrative Analyst/Specialist – 10/12
	Range 2 – Exempt I
	Range 3 – Exempt II
1037	Administrative Analyst/Specialist – 11/12
	Range 2 – Exempt I
	Range 3 – Exempt II
1038	Administrative Analyst/Specialist – 12 month
	Range 2 – Exempt I
	Range 3 – Exempt II
2572	Space and Facilities Utilization Officer
2885	Library Services Specialist Trainee
2886	Library Services Specialist I
2887	Library Services Specialist II
2888	Library Services Specialist III
2889	Library Services Specialist IV
3801	Radiation Safety Officer
3810	Library Serials Editor
4555	Accountant II
5250	Special Assistant, EOP
5284	Associate Budget Analyst
5330	Federal Programs Coordinator
5680	Research Technician III
5783	Associate, Academic & Institutional Studies II
5784	Associate, Academic & Institutional Studies I
5787	Associate, Academic & Institutional Studies III
6725	Senior Planner/Estimator/Scheduler
6960	Fish Hatchery Manager
6970	Diving Safety Officer

APPENDIX D

SUPERSESSION

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

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

APPENDIX E

SALARY SCHEDULE

The CSUEU salary schedule can be found at:
http://www.calstate.edu/HRAdm/SalarySchedule/salary.aspx

BU	Class	Range	Class Title	Pay Plan	Range Title	Min Salary	Max Salary	FLSA	Shift Diff
2	8180	1	ATHLETIC TRAINER I	12/12	RANGE A	$3,524	$5,638	E	N
2	8180	6	ATHLETIC TRAINER I	11/12	RANGE E	$3,230	$5,168	E	N
2	8180	8	ATHLETIC TRAINER I	10/12	RANGE C	$2,937	$4,698	E	N
2	8181	0	ATHLETIC TRAINER I – AY			$3,064	$4,903	E	N
2	8185	1	ATHLETIC TRAINER II	12/12	RANGE A	$3,835	$6,161	E	N
2	8185	6	ATHLETIC TRAINER II	11/12	RANGE E	$3,515	$5,648	E	N
2	8185	8	ATHLETIC TRAINER II	10/12	RANGE C	$3,196	$5,134	E	N
2	8186	0	ATHLETIC TRAINER II – AY			$3,335	$5,357	E	N
2	8137	1	CLINICAL ASSISTANT	12/12	RANGE A	$2,435	$3,887	N	Y
2	8137	6	CLINICAL ASSISTANT	11/12	RANGE E	$2,232	$3,563	N	Y
2	8137	8	CLINICAL ASSISTANT	10/12	RANGE C	$2,029	$3,239	N	Y
2	7927	1	CLINICAL LABORATORY SCIENTIST I	12/12	RANGE A	$4,318	$6,910	N	Y
2	7927	6	CLINICAL LABORATORY SCIENTIST I	11/12	RANGE E	$3,958	$6,334	N	Y
2	7927	8	CLINICAL LABORATORY SCIENTIST I	10/12	RANGE C	$3,598	$5,758	N	Y
2	7926	1	CLINICAL LABORATORY SCIENTIST II	12/12	RANGE A	$4,642	$7,428	N	Y
2	7926	6	CLINICAL LABORATORY SCIENTIST II	11/12	RANGE E	$4,255	$6,809	N	Y
2	7926	8	CLINICAL LABORATORY SCIENTIST II	10/12	RANGE C	$3,868	$6,190	N	Y
2	8190	1	HEAD ATHLETIC TRAINER	12/12	RANGE A	$4,487	$7,180	E	N
2	8190	6	HEAD ATHLETIC TRAINER	11/12	RANGE E	$4,113	$6,582	E	N
2	8190	8	HEAD ATHLETIC TRAINER	10/12	RANGE C	$3,739	$5,983	E	N
2	8191	0	HEAD ATHLETIC TRAINER - AY			$3,902	$6,243	E	N
2	8145	1	HEALTH EDUCATION ASSISTANT	12/12	RANGE A	$3,655	$5,848	N	Y
2	8145	6	HEALTH EDUCATION ASSISTANT	11/12	RANGE E	$3,350	$5,361	N	Y
2	8145	8	HEALTH EDUCATION ASSISTANT	10/12	RANGE C	$3,046	$4,873	N	Y
2	8147	1	HEALTH EDUCATOR	12/12	RANGE A	$4,006	$6,410	E	N
2	8147	6	HEALTH EDUCATOR	11/12	RANGE E	$3,672	$5,876	E	N
2	8147	8	HEALTH EDUCATOR	10/12	RANGE C	$3,338	$5,342	E	N
2	1140	1	HEALTH INFORMATION TECHNICIAN	12/12	RANGE A	$3,028	$4,845	N	Y
2	1140	6	HEALTH INFORMATION TECHNICIAN	11/12	RANGE E	$2,776	$4,441	N	Y
2	1140	8	HEALTH INFORMATION TECHNICIAN	10/12	RANGE C	$2,523	$4,038	N	Y
2	8134	1	LICENSED VOCATIONAL NURSE I	12/12	RANGE A	$2,868	$4,589	N	Y
2	8134	6	LICENSED VOCATIONAL NURSE I	11/12	RANGE E	$2,629	$4,207	N	Y
2	8134	8	LICENSED VOCATIONAL NURSE I	10/12	RANGE C	$2,390	$3,824	N	Y
2	8133	1	LICENSED VOCATIONAL NURSE II	12/12	RANGE A	$3,340	$5,344	N	Y

BU	Class	Range	Class Title	Pay Plan	Range Title	Min Salary	Max Salary	FLSA	Shift Diff
2	8133	6	LICENSED VOCATIONAL NURSE II	11/12	RANGE E	$3,062	$4,899	N	Y
2	8133	8	LICENSED VOCATIONAL NURSE II	10/12	RANGE C	$2,783	$4,453	N	Y
2	8148	1	MEDICAL ASSISTANT	12/12	RANGE A	$2,565	$4,102	N	Y
2	8148	6	MEDICAL ASSISTANT	11/12	RANGE E	$2,351	$3,760	N	Y
2	8148	8	MEDICAL ASSISTANT	10/12	RANGE C	$2,138	$3,418	N	Y
2	8166	1	NURSE PRACTITIONER	12/12	RANGE A	$5,615	$8,983	E	N
2	8166	6	NURSE PRACTITIONER	11/12	RANGE E	$5,147	$8,234	E	N
2	8166	8	NURSE PRACTITIONER	10/12	RANGE C	$4,679	$7,486	E	N
2	8165	1	NURSE PRACTITIONER - 10 MONTH	12/12	RANGE A	$5,615	$8,983	E	N
2	8165	8	NURSE PRACTITIONER - 10 MONTH	10/12	RANGE C	$4,679	$7,486	E	N
2	7983	1	ORTHOPEDIC TECHNICIAN	12/12	RANGE A	$2,642	$4,227	N	Y
2	7983	6	ORTHOPEDIC TECHNICIAN	11/12	RANGE E	$2,422	$3,875	N	Y
2	7983	8	ORTHOPEDIC TECHNICIAN	10/12	RANGE C	$2,202	$3,523	N	Y
2	7930	0	PER DIEM NON-EXEMPT - HEALTHCARE			$20	$69	N	Y
2	7992	1	PHARMACIST I	12/12	RANGE A	$5,830	$9,328	E	N
2	7992	6	PHARMACIST I	11/12	RANGE E	$5,344	$8,551	E	N
2	7992	8	PHARMACIST I	10/12	RANGE C	$4,858	$7,773	E	N
2	7991	1	PHARMACIST I - 10 MONTH	12/12	RANGE A	$5,830	$9,328	E	N
2	7991	8	PHARMACIST I - 10 MONTH	10/12	RANGE C	$4,858	$7,773	E	N
2	7993	1	PHARMACIST II	12/12	RANGE A	$6,370	$10,193	E	N
2	7993	6	PHARMACIST II	11/12	RANGE E	$5,839	$9,344	E	N
2	7993	8	PHARMACIST II	10/12	RANGE C	$5,308	$8,494	E	N
2	7994	1	PHARMACY TECHNICIAN	12/12	RANGE A	$2,565	$4,102	N	Y
2	7994	6	PHARMACY TECHNICIAN	11/12	RANGE E	$2,351	$3,760	N	Y
2	7994	8	PHARMACY TECHNICIAN	10/12	RANGE C	$2,138	$3,418	N	Y
2	7922	1	PHLEBOTOMIST/CLINICAL LABORATORY ASSISTANT	12/12	RANGE A	$2,642	$4,227	N	Y
2	7922	6	PHLEBOTOMIST/CLINICAL LABORATORY ASSISTANT	11/12	RANGE E	$2,422	$3,875	N	Y
2	7922	8	PHLEBOTOMIST/CLINICAL LABORATORY ASSISTANT	10/12	RANGE C	$2,202	$3,523	N	Y
2	7980	1	PHYSICAL THERAPIST I	12/12	RANGE A	$3,968	$6,349	N	Y
2	7980	6	PHYSICAL THERAPIST I	11/12	RANGE E	$3,637	$5,820	N	Y
2	7980	8	PHYSICAL THERAPIST I	10/12	RANGE C	$3,307	$5,291	N	Y
2	7981	1	PHYSICAL THERAPIST II	12/12	RANGE A	$4,487	$7,179	N	Y
2	7981	6	PHYSICAL THERAPIST II	11/12	RANGE E	$4,113	$6,581	N	Y
2	7981	8	PHYSICAL THERAPIST II	10/12	RANGE C	$3,739	$5,983	N	Y
2	8161	1	PHYSICIAN ASSISTANT	12/12	RANGE A	$5,615	$8,983	E	N
2	8161	6	PHYSICIAN ASSISTANT	11/12	RANGE E	$5,147	$8,234	E	N
2	8161	8	PHYSICIAN ASSISTANT	10/12	RANGE C	$4,679	$7,486	E	N
2	7988	1	RADIATION PROTECTION SPECIALIST	12/12	RANGE A	$3,734	$5,599	N	N
2	7988	6	RADIATION PROTECTION SPECIALIST	11/12	RANGE E	$3,423	$5,132	N	N
2	7988	8	RADIATION PROTECTION SPECIALIST	10/12	RANGE C	$3,112	$4,666	N	N

BU	Class	Range	Class Title	Pay Plan	Range Title	Min Salary	Max Salary	FLSA	Shift Diff
2	7995	1	RADIOLOGIC TECHNOLOGIST I	12/12	RANGE A	$3,502	$5,603	N	Y
2	7995	6	RADIOLOGIC TECHNOLOGIST I	11/12	RANGE E	$3,210	$5,136	N	Y
2	7995	8	RADIOLOGIC TECHNOLOGIST I	10/12	RANGE C	$2,918	$4,669	N	Y
2	7996	1	RADIOLOGIC TECHNOLOGIST II	12/12	RANGE A	$3,757	$6,011	N	Y
2	7996	6	RADIOLOGIC TECHNOLOGIST II	11/12	RANGE E	$3,444	$5,510	N	Y
2	7996	8	RADIOLOGIC TECHNOLOGIST II	10/12	RANGE C	$3,131	$5,009	N	Y
2	8130	1	REGISTERED DIETITIAN	12/12	RANGE A	$3,646	$5,834	E	N
2	8130	6	REGISTERED DIETITIAN	11/12	RANGE E	$3,342	$5,348	E	N
2	8130	8	REGISTERED DIETITIAN	10/12	RANGE C	$3,038	$4,862	E	N
2	8151	1	REGISTERED NURSE I	12/12	RANGE A	$3,762	$6,019	E	Y
2	8151	6	REGISTERED NURSE I	11/12	RANGE E	$3,449	$5,517	E	Y
2	8151	8	REGISTERED NURSE I	10/12	RANGE C	$3,135	$5,016	E	Y
2	8150	1	REGISTERED NURSE I - 10 MONTH	12/12	RANGE A	$3,762	$6,019	E	Y
2	8150	8	REGISTERED NURSE I - 10 MONTH	10/12	RANGE C	$3,135	$5,016	E	Y
2	8154	1	REGISTERED NURSE II	12/12	RANGE A	$4,029	$6,446	E	Y
2	8154	6	REGISTERED NURSE II	11/12	RANGE E	$3,693	$5,909	E	Y
2	8154	8	REGISTERED NURSE II	10/12	RANGE C	$3,358	$5,372	E	Y
2	8153	1	REGISTERED NURSE II - 10 MONTH	12/12	RANGE A	$4,029	$6,446	E	Y
2	8153	8	REGISTERED NURSE II - 10 MONTH	10/12	RANGE C	$3,358	$5,372	E	Y
2	8157	1	REGISTERED NURSE III	12/12	RANGE A	$4,420	$7,072	E	N
2	8157	6	REGISTERED NURSE III	11/12	RANGE E	$4,052	$6,483	E	N
2	8157	8	REGISTERED NURSE III	10/12	RANGE C	$3,683	$5,893	E	N
2	8156	1	REGISTERED NURSE III - 10 MONTH	12/12	RANGE A	$4,420	$7,072	E	N
2	8156	8	REGISTERED NURSE III - 10 MONTH	10/12	RANGE C	$3,683	$5,893	E	N
2	8005	1	SANITARIAN II	12/12	RANGE A	$3,836	$5,754	N	N
2	8005	6	SANITARIAN II	11/12	RANGE E	$3,516	$5,275	N	N
2	8005	8	SANITARIAN II	10/12	RANGE C	$3,197	$4,795	N	N
2	7976	1	SPEECH PATHOLOGIST	12/12	RANGE A	$4,966	$7,946	E	N
2	7976	6	SPEECH PATHOLOGIST	11/12	RANGE E	$4,552	$7,284	E	N
2	7976	8	SPEECH PATHOLOGIST	10/12	RANGE C	$4,138	$6,622	E	N
5	304	1	COOK I	12/12	RANGE A	$2,418	$3,627	N	Y
5	304	3	COOK I		CRUISE	$2,384	$3,575	N	Y
5	304	6	COOK I	11/12	RANGE E	$2,217	$3,325	N	Y
5	304	8	COOK I	10/12	RANGE C	$2,015	$3,023	N	Y
5	306	1	COOK I LEAD	12/12	RANGE A	$2,932	$4,399	N	Y
5	306	3	COOK I LEAD		CRUISE	$2,892	$4,339	N	Y
5	306	6	COOK I LEAD	11/12	RANGE E	$2,688	$4,032	N	Y
5	306	8	COOK I LEAD	10/12	RANGE C	$2,443	$3,666	N	Y
5	305	1	COOK II	12/12	RANGE A	$2,693	$4,039	N	Y
5	305	3	COOK II		CRUISE	$2,656	$3,984	N	Y
5	305	6	COOK II	11/12	RANGE E	$2,469	$3,702	N	Y

BU	Class	Range	Class Title	Pay Plan	Range Title	Min Salary	Max Salary	FLSA	Shift Diff
5	305	8	COOK II	10/12	RANGE C	$2,244	$3,366	N	Y
5	307	1	COOK II LEAD	12/12	RANGE A	$3,335	$5,002	N	Y
5	307	3	COOK II LEAD		CRUISE	$3,286	$4,930	N	Y
5	307	6	COOK II LEAD	11/12	RANGE E	$3,057	$4,585	N	Y
5	307	8	COOK II LEAD	10/12	RANGE C	$2,779	$4,168	N	Y
5	2010	1	CUSTODIAN	12/12	RANGE A	$2,288	$3,433	N	Y
5	2010	6	CUSTODIAN	11/12	RANGE E	$2,097	$3,147	N	Y
5	2010	8	CUSTODIAN	10/12	RANGE C	$1,907	$2,861	N	Y
5	6385	1	FARM MAINTENANCE AND OPERATIONS WORKER	12/12	RANGE A	$2,867	$4,301	O	N
5	6385	6	FARM MAINTENANCE AND OPERATIONS WORKER	11/12	RANGE E	$2,628	$3,943	O	N
5	6385	8	FARM MAINTENANCE AND OPERATIONS WORKER	10/12	RANGE C	$2,389	$3,584	O	N
5	308	1	FOOD SERVICE WORKER I	12/12	RANGE A	$2,099	$3,147	N	Y
5	308	3	FOOD SERVICE WORKER I		CRUISE	$2,068	$3,101	N	Y
5	308	6	FOOD SERVICE WORKER I	11/12	RANGE E	$1,924	$2,885	N	Y
5	308	8	FOOD SERVICE WORKER I	10/12	RANGE C	$1,749	$2,623	N	Y
5	310	1	FOOD SERVICE WORKER I LEAD	12/12	RANGE A	$2,512	$3,769	N	Y
5	310	3	FOOD SERVICE WORKER I LEAD		CRUISE	$2,475	$3,713	N	Y
5	310	6	FOOD SERVICE WORKER I LEAD	11/12	RANGE E	$2,303	$3,455	N	Y
5	310	8	FOOD SERVICE WORKER I LEAD	10/12	RANGE C	$2,093	$3,141	N	Y
5	309	1	FOOD SERVICE WORKER II	12/12	RANGE A	$2,251	$3,378	N	Y
5	309	3	FOOD SERVICE WORKER II		CRUISE	$2,219	$3,330	N	Y
5	309	6	FOOD SERVICE WORKER II	11/12	RANGE E	$2,063	$3,097	N	Y
5	309	8	FOOD SERVICE WORKER II	10/12	RANGE C	$1,876	$2,815	N	Y
5	311	1	FOOD SERVICE WORKER II LEAD	12/12	RANGE A	$3,095	$4,643	N	Y
5	311	3	FOOD SERVICE WORKER II LEAD		CRUISE	$3,051	$4,577	N	Y
5	311	6	FOOD SERVICE WORKER II LEAD	11/12	RANGE E	$2,837	$4,256	N	Y
5	311	8	FOOD SERVICE WORKER II LEAD	10/12	RANGE C	$2,579	$3,869	N	Y
5	743	1	GARDENER	12/12	RANGE A	$2,950	$4,423	N	Y
5	743	6	GARDENER	11/12	RANGE E	$2,704	$4,054	N	Y
5	743	8	GARDENER	10/12	RANGE C	$2,458	$3,686	N	Y
5	745	1	GARDENING SPECIALIST	12/12	RANGE A	$2,950	$4,423	N	Y
5	745	6	GARDENING SPECIALIST	11/12	RANGE E	$2,704	$4,054	N	Y
5	745	8	GARDENING SPECIALIST	10/12	RANGE C	$2,458	$3,686	N	Y
5	731	1	GROUNDSWORKER	12/12	RANGE A	$2,700	$4,050	N	Y
5	731	6	GROUNDSWORKER	11/12	RANGE E	$2,475	$3,713	N	Y
5	731	8	GROUNDSWORKER	10/12	RANGE C	$2,250	$3,375	N	Y
5	733	1	GROUNDSWORKER TRAINEE	12/12	RANGE A	$2,222	$3,335	N	Y
5	733	6	GROUNDSWORKER TRAINEE	11/12	RANGE E	$2,037	$3,057	N	Y
5	733	8	GROUNDSWORKER TRAINEE	10/12	RANGE C	$1,852	$2,779	N	Y
5	6367	1	HEAVY CONSTRUCTION EQUIPMENT OPERATOR	12/12	RANGE A	$3,326	$4,990	N	Y

BU	Class	Range	Class Title	Pay Plan	Range Title	Min Salary	Max Salary	FLSA	Shift Diff
5	6367	6	HEAVY CONSTRUCTION EQUIPMENT OPERATOR	11/12	RANGE E	$3,049	$4,574	N	Y
5	6367	8	HEAVY CONSTRUCTION EQUIPMENT OPERATOR	10/12	RANGE C	$2,772	$4,158	N	Y
5	6366	1	HEAVY EQUIPMENT OPERATOR/BUS DRIVER	12/12	RANGE A	$3,184	$4,778	N	Y
5	6366	6	HEAVY EQUIPMENT OPERATOR/BUS DRIVER	11/12	RANGE E	$2,919	$4,380	N	Y
5	6366	8	HEAVY EQUIPMENT OPERATOR/BUS DRIVER	10/12	RANGE C	$2,653	$3,982	N	Y
5	735	1	IRRIGATION SPECIALIST	12/12	RANGE A	$2,950	$4,423	N	Y
5	735	6	IRRIGATION SPECIALIST	11/12	RANGE E	$2,704	$4,054	N	Y
5	735	8	IRRIGATION SPECIALIST	10/12	RANGE C	$2,458	$3,686	N	Y
5	6223	1	LABORER	12/12	RANGE A	$2,752	$4,129	N	Y
5	6223	6	LABORER	11/12	RANGE E	$2,523	$3,785	N	Y
5	6223	8	LABORER	10/12	RANGE C	$2,293	$3,441	N	Y
5	2015	1	LEAD CUSTODIAN	12/12	RANGE A	$2,677	$4,204	N	Y
5	2015	6	LEAD CUSTODIAN	11/12	RANGE E	$2,454	$3,854	N	Y
5	2015	8	LEAD CUSTODIAN	10/12	RANGE C	$2,231	$3,503	N	Y
5	726	1	LEAD GROUNDSWORKER	12/12	RANGE A	$3,050	$4,576	N	Y
5	726	6	LEAD GROUNDSWORKER	11/12	RANGE E	$2,796	$4,195	N	Y
5	726	8	LEAD GROUNDSWORKER	10/12	RANGE C	$2,542	$3,813	N	Y
5	6363	1	LIGHT AUTOMOTIVE EQUIPMENT OPERATOR	12/12	RANGE A	$3,052	$4,579	N	Y
5	6363	6	LIGHT AUTOMOTIVE EQUIPMENT OPERATOR	11/12	RANGE E	$2,798	$4,197	N	Y
5	6363	8	LIGHT AUTOMOTIVE EQUIPMENT OPERATOR	10/12	RANGE C	$2,543	$3,816	N	Y
5	104	0	MAINTENANCE AND LABORER TRAINEE			$1,387	$2,232	N	Y
5	739	1	PEST CONTROL AND SPRAY SPECIALIST	12/12	RANGE A	$2,950	$4,423	N	Y
5	739	6	PEST CONTROL AND SPRAY SPECIALIST	11/12	RANGE E	$2,704	$4,054	N	Y
5	739	8	PEST CONTROL AND SPRAY SPECIALIST	10/12	RANGE C	$2,458	$3,686	N	Y
5	746	1	TREE TRIMMER I	12/12	RANGE A	$2,950	$4,423	N	Y
5	746	6	TREE TRIMMER I	11/12	RANGE E	$2,704	$4,054	N	Y
5	746	8	TREE TRIMMER I	10/12	RANGE C	$2,458	$3,686	N	Y
5	748	1	TREE TRIMMER II	12/12	RANGE A	$3,077	$4,615	N	Y
5	748	6	TREE TRIMMER II	11/12	RANGE E	$2,821	$4,230	N	Y
5	748	8	TREE TRIMMER II	10/12	RANGE C	$2,564	$3,846	N	Y
5	1508	1	WAREHOUSE WORKER	12/12	RANGE A	$2,621	$3,931	N	Y
5	1508	6	WAREHOUSE WORKER	11/12	RANGE E	$2,403	$3,603	N	Y
5	1508	8	WAREHOUSE WORKER	10/12	RANGE C	$2,184	$3,276	N	Y
5	2013	1	WINDOW CLEANER	12/12	RANGE A	$2,568	$3,853	N	Y
5	2013	6	WINDOW CLEANER	11/12	RANGE E	$2,354	$3,532	N	Y
5	2013	8	WINDOW CLEANER	10/12	RANGE C	$2,140	$3,211	N	Y
7	1733	1	ACCOUNTING CLERK	12/12	RANGE A	$2,305	$3,458	N	Y
7	1733	6	ACCOUNTING CLERK	11/12	RANGE E	$2,113	$3,170	N	Y

BU	Class	Range	Class Title	Pay Plan	Range Title	Min Salary	Max Salary	FLSA	Shift Diff
7	1733	8	ACCOUNTING CLERK	10/12	RANGE C	$1,921	$2,882	N	Y
7	1730	1	ACCOUNTING TECHNICIAN I	12/12	RANGE A	$2,674	$4,013	N	Y
7	1730	6	ACCOUNTING TECHNICIAN I	11/12	RANGE E	$2,451	$3,679	N	Y
7	1730	8	ACCOUNTING TECHNICIAN I	10/12	RANGE C	$2,228	$3,344	N	Y
7	1741	1	ACCOUNTING TECHNICIAN II	12/12	RANGE A	$2,970	$4,457	N	Y
7	1741	6	ACCOUNTING TECHNICIAN II	11/12	RANGE E	$2,723	$4,086	N	Y
7	1741	8	ACCOUNTING TECHNICIAN II	10/12	RANGE C	$2,475	$3,714	N	Y
7	1740	1	ACCOUNTING TECHNICIAN III	12/12	RANGE A	$3,381	$5,071	N	Y
7	1740	6	ACCOUNTING TECHNICIAN III	11/12	RANGE E	$3,099	$4,648	N	Y
7	1740	8	ACCOUNTING TECHNICIAN III	10/12	RANGE C	$2,818	$4,226	N	Y
7	1030	1	ADMINISTRATIVE SUPPORT ASSISTANT I -10/12	10/12		$1,740	$2,611	N	Y
7	1030	2	ADMINISTRATIVE SUPPORT ASSISTANT II -10/12	10/12		$2,088	$3,132	N	Y
7	1031	1	ADMINISTRATIVE SUPPORT ASSISTANT I -11/12	11/12		$1,914	$2,872	N	Y
7	1031	2	ADMINISTRATIVE SUPPORT ASSISTANT II -11/12	11/12		$2,296	$3,445	N	Y
7	1032	1	ADMINISTRATIVE SUPPORT ASSISTANT I -12/12	12/12		$2,088	$3,133	N	Y
7	1032	2	ADMINISTRATIVE SUPPORT ASSISTANT II -12/12	12/12		$2,505	$3,758	N	Y
7	1033	1	ADMINISTRATIVE SUPPORT COORDINATOR I -10/12	10/12		$2,340	$3,510	N	Y
7	1033	2	ADMINISTRATIVE SUPPORT COORDINATOR II -10/12	10/12		$2,562	$3,846	N	Y
7	1034	1	ADMINISTRATIVE SUPPORT COORDINATOR I -11/12	11/12		$2,574	$3,861	N	Y
7	1034	2	ADMINISTRATIVE SUPPORT COORDINATOR II -11/12	11/12		$2,818	$4,230	N	Y
7	1035	1	ADMINISTRATIVE SUPPORT COORDINATOR I -12/12	12/12		$2,808	$4,212	N	Y
7	1035	2	ADMINISTRATIVE SUPPORT COORDINATOR II -12/12	12/12		$3,074	$4,615	N	Y
7	2899	1	BOOK REPAIRER I	12/12	RANGE A	$2,446	$3,670	N	Y
7	2899	6	BOOK REPAIRER I	11/12	RANGE E	$2,242	$3,364	N	Y
7	2899	8	BOOK REPAIRER I	10/12	RANGE C	$2,038	$3,058	N	Y
7	2898	1	BOOK REPAIRER II	12/12	RANGE A	$2,640	$3,961	N	Y
7	2898	6	BOOK REPAIRER II	11/12	RANGE E	$2,420	$3,631	N	Y
7	2898	8	BOOK REPAIRER II	10/12	RANGE C	$2,200	$3,301	N	Y
7	4791	1	BUYER I	12/12	RANGE A	$3,249	$4,873	N	Y
7	4791	6	BUYER I	11/12	RANGE E	$2,978	$4,467	N	Y
7	4791	8	BUYER I	10/12	RANGE C	$2,708	$4,061	N	Y
7	4792	1	BUYER II	12/12	RANGE A	$3,608	$5,412	N	Y
7	4792	6	BUYER II	11/12	RANGE E	$3,307	$4,961	N	Y
7	4792	8	BUYER II	10/12	RANGE C	$3,007	$4,510	N	Y
7	4793	1	BUYER II - LEAD	12/12	RANGE A	$3,785	$5,679	N	Y
7	4793	6	BUYER II - LEAD	11/12	RANGE E	$3,470	$5,206	N	Y
7	4793	8	BUYER II - LEAD	10/12	RANGE C	$3,154	$4,733	N	Y

BU	Class	Range	Class Title	Pay Plan	Range Title	Min Salary	Max Salary	FLSA	Shift Diff
7	4794	1	BUYER III	12/12	RANGE A	$3,971	$5,956	N	Y
7	4794	6	BUYER III	11/12	RANGE E	$3,640	$5,460	N	Y
7	4794	8	BUYER III	10/12	RANGE C	$3,309	$4,963	N	Y
7	4795	1	BUYER III - LEAD	12/12	RANGE A	$4,168	$6,255	N	Y
7	4795	6	BUYER III - LEAD	11/12	RANGE E	$3,821	$5,734	N	Y
7	4795	8	BUYER III - LEAD	10/12	RANGE C	$3,473	$5,213	N	Y
7	4790	0	BUYER TRAINEE			$2,770	$4,155	N	Y
7	1120	0	CLERICAL TRAINEE			$1,387	$2,210	N	Y
7	1758	1	COLLECTIONS REPRESENTATIVE I	12/12	RANGE A	$2,640	$3,961	N	Y
7	1758	6	COLLECTIONS REPRESENTATIVE I	11/12	RANGE E	$2,420	$3,631	N	Y
7	1758	8	COLLECTIONS REPRESENTATIVE I	10/12	RANGE C	$2,200	$3,301	N	Y
7	1759	1	COLLECTIONS REPRESENTATIVE II	12/12	RANGE A	$3,050	$4,576	N	Y
7	1759	6	COLLECTIONS REPRESENTATIVE II	11/12	RANGE E	$2,796	$4,195	N	Y
7	1759	8	COLLECTIONS REPRESENTATIVE II	10/12	RANGE C	$2,542	$3,813	N	Y
7	1757	1	COLLECTIONS REPRESENTATIVE TRAINEE	12/12	RANGE A	$2,214	$3,322	N	Y
7	1757	6	COLLECTIONS REPRESENTATIVE TRAINEE	11/12	RANGE E	$2,030	$3,045	N	Y
7	1757	8	COLLECTIONS REPRESENTATIVE TRAINEE	10/12	RANGE C	$1,845	$2,768	N	Y
7	8822	1	COMMUNITY SERVICE SPECIALIST I - 10/12	12/12		$2,047	$3,068	N	Y
7	8822	2	COMMUNITY SERVICE SPECIALIST II - 10/12	12/12		$2,294	$3,442	N	Y
7	8821	1	COMMUNITY SERVICE SPECIALIST I- 11/12	11/12		$2,251	$3,375	N	Y
7	8821	2	COMMUNITY SERVICE SPECIALIST II- 11/12	11/12		$2,524	$3,786	N	Y
7	8820	1	COMMUNITY SERVICE SPECIALIST I - 12/12	12/12		$2,456	$3,682	N	Y
7	8820	2	COMMUNITY SERVICE SPECIALIST II - 12/12	12/12		$2,753	$4,130	N	Y
7	1927	1	DATA CONTROL TECHNICIAN	12/12	RANGE A	$2,422	$3,632	N	Y
7	1927	6	DATA CONTROL TECHNICIAN	11/12	RANGE E	$2,220	$3,329	N	Y
7	1927	8	DATA CONTROL TECHNICIAN	10/12	RANGE C	$2,018	$3,027	N	Y
7	1418	1	DATA ENTRY OPERATOR	12/12	RANGE A	$2,269	$3,405	N	Y
7	1418	6	DATA ENTRY OPERATOR	11/12	RANGE E	$2,080	$3,121	N	Y
7	1418	8	DATA ENTRY OPERATOR	10/12	RANGE C	$1,891	$2,838	N	Y
7	1421	1	DATA ENTRY OPERATOR TRAINEE	12/12	RANGE A	$2,015	$3,024	N	Y
7	1421	6	DATA ENTRY OPERATOR TRAINEE	11/12	RANGE E	$1,847	$2,772	N	Y
7	1421	8	DATA ENTRY OPERATOR TRAINEE	10/12	RANGE C	$1,679	$2,520	N	Y
7	832	1	DESKTOP PUBLISHING/GRAPHIC SPECIALIST I -10/12	10/12		$2,107	$3,161	N	Y
7	832	2	DESKTOP PUBLISHING/GRAPHIC SPECIALIST II -10/12	10/12		$2,336	$3,503	N	Y
7	831	1	DESKTOP PUBLISHING/GRAPHIC SPECIALIST I -11/12	11/12		$2,317	$3,477	N	Y
7	831	2	DESKTOP PUBLISHING/GRAPHIC SPECIALIST II -11/12	11/12		$2,569	$3,853	N	Y
7	830	1	DESKTOP PUBLISHING/GRAPHIC SPECIALIST I -12/12	12/12		$2,528	$3,793	N	Y

BU	Class	Range	Class Title	Pay Plan	Range Title	Min Salary	Max Salary	FLSA	Shift Diff
7	830	2	DESKTOP PUBLISHING/GRAPHIC SPECIALIST II -12/12	12/12		$2,803	$4,203	N	Y
7	9692	1	DORMITORY SUPERVISOR	12/12	RANGE A	$2,240	$3,360	N	Y
7	9692	6	DORMITORY SUPERVISOR	11/12	RANGE E	$2,053	$3,080	N	Y
7	9692	8	DORMITORY SUPERVISOR	10/12	RANGE C	$1,867	$2,800	N	Y
7	3022	1	DRAFTING AID	12/12	RANGE A	$2,556	$3,835	N	Y
7	3022	6	DRAFTING AID	11/12	RANGE E	$2,343	$3,515	N	Y
7	3022	8	DRAFTING AID	10/12	RANGE C	$2,130	$3,196	N	Y
7	3023	1	DRAFTING TECHNICIAN I	12/12	RANGE A	$3,087	$4,632	N	Y
7	3023	6	DRAFTING TECHNICIAN I	11/12	RANGE E	$2,830	$4,246	N	Y
7	3023	8	DRAFTING TECHNICIAN I	10/12	RANGE C	$2,573	$3,860	N	Y
7	3024	1	DRAFTING TECHNICIAN II	12/12	RANGE A	$3,698	$5,546	N	Y
7	3024	6	DRAFTING TECHNICIAN II	11/12	RANGE E	$3,390	$5,084	N	Y
7	3024	8	DRAFTING TECHNICIAN II	10/12	RANGE C	$3,082	$4,622	N	Y
7	1450	1	DUPLICATING MACHINE OPERATOR I	12/12	RANGE A	$2,308	$3,464	N	Y
7	1450	6	DUPLICATING MACHINE OPERATOR I	11/12	RANGE E	$2,116	$3,175	N	Y
7	1450	8	DUPLICATING MACHINE OPERATOR I	10/12	RANGE C	$1,923	$2,887	N	Y
7	1467	1	DUPLICATING MACHINE OPERATOR II, DIR IMP	12/12	RANGE A	$2,478	$3,716	N	Y
7	1467	6	DUPLICATING MACHINE OPERATOR II, DIR IMP	11/12	RANGE E	$2,272	$3,406	N	Y
7	1467	8	DUPLICATING MACHINE OPERATOR II, DIR IMP	10/12	RANGE C	$2,065	$3,097	N	Y
7	1466	1	DUPLICATING MACHINE OPERATOR II, OFFSET	12/12	RANGE A	$2,569	$3,855	N	Y
7	1466	6	DUPLICATING MACHINE OPERATOR II, OFFSET	11/12	RANGE E	$2,355	$3,534	N	Y
7	1466	8	DUPLICATING MACHINE OPERATOR II, OFFSET	10/12	RANGE C	$2,141	$3,213	N	Y
7	1464	1	DUPLICATING MACHINE SUPERVISOR I	12/12	RANGE A	$2,863	$4,295	N	Y
7	1464	6	DUPLICATING MACHINE SUPERVISOR I	11/12	RANGE E	$2,624	$3,937	N	Y
7	1464	8	DUPLICATING MACHINE SUPERVISOR I	10/12	RANGE C	$2,386	$3,579	N	Y
7	9688	1	HEAD RESIDENT I	12/12	RANGE A	$2,830	$4,246	N	Y
7	9688	6	HEAD RESIDENT I	11/12	RANGE E	$2,594	$3,892	N	Y
7	9688	8	HEAD RESIDENT I	10/12	RANGE C	$2,358	$3,538	N	Y
7	9687	1	HEAD RESIDENT II	12/12	RANGE A	$3,126	$4,690	N	Y
7	9687	6	HEAD RESIDENT II	11/12	RANGE E	$2,866	$4,299	N	Y
7	9687	8	HEAD RESIDENT II	10/12	RANGE C	$2,605	$3,908	N	Y
7	5210	1	HEALTH SERVICES ASSISTANT	12/12	RANGE A	$3,428	$5,140	N	Y
7	5210	6	HEALTH SERVICES ASSISTANT	11/12	RANGE E	$3,142	$4,712	N	Y
7	5210	8	HEALTH SERVICES ASSISTANT	10/12	RANGE C	$2,857	$4,283	N	Y
7	1553	1	INVENTORY CLERK	12/12	RANGE A	$2,343	$3,517	N	Y
7	1553	6	INVENTORY CLERK	11/12	RANGE E	$2,148	$3,224	N	Y
7	1553	8	INVENTORY CLERK	10/12	RANGE C	$1,953	$2,931	N	Y
7	2906	1	LIBRARY ASSISTANT I	12/12	RANGE A	$2,704	$4,057	N	Y
7	2906	6	LIBRARY ASSISTANT I	11/12	RANGE E	$2,479	$3,719	N	Y

BU	Class	Range	Class Title	Pay Plan	Range Title	Min Salary	Max Salary	FLSA	Shift Diff
7	2906	8	LIBRARY ASSISTANT I	10/12	RANGE C	$2,253	$3,381	N	Y
7	2905	1	LIBRARY ASSISTANT II	12/12	RANGE A	$3,060	$4,590	N	Y
7	2905	6	LIBRARY ASSISTANT II	11/12	RANGE E	$2,805	$4,208	N	Y
7	2905	8	LIBRARY ASSISTANT II	10/12	RANGE C	$2,550	$3,825	N	Y
7	2907	1	LIBRARY ASSISTANT III	12/12	RANGE A	$3,326	$4,990	N	Y
7	2907	6	LIBRARY ASSISTANT III	11/12	RANGE E	$3,049	$4,574	N	Y
7	2907	8	LIBRARY ASSISTANT III	10/12	RANGE C	$2,772	$4,158	N	Y
7	2908	1	LIBRARY ASSISTANT IV	12/12	RANGE A	$3,524	$5,288	N	Y
7	2908	6	LIBRARY ASSISTANT IV	11/12	RANGE E	$3,230	$4,847	N	Y
7	2908	8	LIBRARY ASSISTANT IV	10/12	RANGE C	$2,937	$4,407	N	Y
7	2904	1	LIBRARY ASSISTANT TRAINEE	12/12	RANGE A	$2,380	$3,569	N	Y
7	2904	6	LIBRARY ASSISTANT TRAINEE	11/12	RANGE E	$2,182	$3,272	N	Y
7	2904	8	LIBRARY ASSISTANT TRAINEE	10/12	RANGE C	$1,983	$2,974	N	Y
7	1505	1	MAIL CLERK	12/12	RANGE A	$2,433	$3,650	N	Y
7	1505	6	MAIL CLERK	11/12	RANGE E	$2,230	$3,346	N	Y
7	1505	8	MAIL CLERK	10/12	RANGE C	$2,028	$3,042	N	Y
7	1504	1	MAIL SERVICES SUPERVISOR I	12/12	RANGE A	$2,707	$4,062	N	Y
7	1504	6	MAIL SERVICES SUPERVISOR I	11/12	RANGE E	$2,481	$3,724	N	Y
7	1504	8	MAIL SERVICES SUPERVISOR I	10/12	RANGE C	$2,256	$3,385	N	Y
7	1142	1	MEDICAL SECRETARY	12/12	RANGE A	$2,845	$4,267	N	Y
7	1142	6	MEDICAL SECRETARY	11/12	RANGE E	$2,608	$3,911	N	Y
7	1142	8	MEDICAL SECRETARY	10/12	RANGE C	$2,371	$3,556	N	Y
7	1144	1	MEDICAL TRANSCRIBER	12/12	RANGE A	$2,545	$3,820	N	Y
7	1144	6	MEDICAL TRANSCRIBER	11/12	RANGE E	$2,333	$3,502	N	Y
7	1144	8	MEDICAL TRANSCRIBER	10/12	RANGE C	$2,121	$3,183	N	Y
7	1426	1	MICROGRAPHICS TECHNICIAN	12/12	RANGE A	$2,640	$3,961	N	Y
7	1426	6	MICROGRAPHICS TECHNICIAN	11/12	RANGE E	$2,420	$3,631	N	Y
7	1426	8	MICROGRAPHICS TECHNICIAN	10/12	RANGE C	$2,200	$3,301	N	Y
7	1424	1	MICROGRAPHICS TECHNICIAN TRAINEE	12/12	RANGE A	$2,295	$3,442	N	Y
7	1424	6	MICROGRAPHICS TECHNICIAN TRAINEE	11/12	RANGE E	$2,104	$3,155	N	Y
7	1424	8	MICROGRAPHICS TECHNICIAN TRAINEE	10/12	RANGE C	$1,913	$2,868	N	Y
7	8812	1	PARKING OFFICER I -10/12	10/12		$2,047	$3,068	N	Y
7	8812	2	PARKING OFFICER II -10/12	10/12		$2,294	$3,442	N	Y
7	8811	1	PARKING OFFICER I -11/12	11/12		$2,251	$3,375	N	Y
7	8811	2	PARKING OFFICER II -11/12	11/12		$2,524	$3,786	N	Y
7	8810	1	PARKING OFFICER I -12 MONTH	12/12		$2,456	$3,682	N	Y
7	8810	2	PARKING OFFICER II -12 MONTH	12/12		$2,753	$4,130	N	Y
7	1100	1	PAYROLL TECHNICIAN I	12/12	RANGE A	$2,754	$4,134	N	Y
7	1100	6	PAYROLL TECHNICIAN I	11/12	RANGE E	$2,525	$3,790	N	Y
7	1100	8	PAYROLL TECHNICIAN I	10/12	RANGE C	$2,295	$3,445	N	Y
7	1101	1	PAYROLL TECHNICIAN II	12/12	RANGE A	$3,060	$4,590	N	Y

BU	Class	Range	Class Title	Pay Plan	Range Title	Min Salary	Max Salary	FLSA	Shift Diff
7	1101	6	PAYROLL TECHNICIAN II	11/12	RANGE E	$2,805	$4,208	N	Y
7	1101	8	PAYROLL TECHNICIAN II	10/12	RANGE C	$2,550	$3,825	N	Y
7	1102	1	PAYROLL TECHNICIAN III	12/12	RANGE A	$3,482	$5,224	N	Y
7	1102	6	PAYROLL TECHNICIAN III	11/12	RANGE E	$3,192	$4,789	N	Y
7	1102	8	PAYROLL TECHNICIAN III	10/12	RANGE C	$2,902	$4,353	N	Y
7	1099	0	PAYROLL TECHNICIAN TRAINEE			$2,240	$3,360	N	Y
7	8802	1	POLICE DISPATCHER I -10/12	10/12		$2,546	$3,820	N	Y
7	8802	2	POLICE DISPATCHER II -10/12	10/12		$2,889	$4,334	N	Y
7	8801	1	POLICE DISPATCHER I -11/12	11/12		$2,800	$4,202	N	Y
7	8801	2	POLICE DISPATCHER II - 11/12	11/12		$3,178	$4,768	N	Y
7	8800	1	POLICE DISPATCHER I -12/12	12/12		$3,055	$4,584	N	Y
7	8800	2	POLICE DISPATCHER II -12/12	12/12		$3,467	$5,201	N	Y
7	1409	1	POWER KEYBOARD OPERATOR	12/12	RANGE A	$2,472	$3,706	N	Y
7	1409	6	POWER KEYBOARD OPERATOR	11/12	RANGE E	$2,266	$3,397	N	Y
7	1409	8	POWER KEYBOARD OPERATOR	10/12	RANGE C	$2,060	$3,088	N	Y
7	1408	1	POWER KEYBOARD OPERATOR TRAINEE	12/12	RANGE A	$2,295	$3,442	N	Y
7	1408	6	POWER KEYBOARD OPERATOR TRAINEE	11/12	RANGE E	$2,104	$3,155	N	Y
7	1408	8	POWER KEYBOARD OPERATOR TRAINEE	10/12	RANGE C	$1,913	$2,868	N	Y
7	1550	1	PROPERTY CLERK I	12/12	RANGE A	$2,789	$4,184	N	Y
7	1550	6	PROPERTY CLERK I	11/12	RANGE E	$2,557	$3,835	N	Y
7	1550	8	PROPERTY CLERK I	10/12	RANGE C	$2,324	$3,487	N	Y
7	1549	1	PROPERTY CLERK II	12/12	RANGE A	$3,170	$4,753	N	Y
7	1549	6	PROPERTY CLERK II	11/12	RANGE E	$2,906	$4,357	N	Y
7	1549	8	PROPERTY CLERK II	10/12	RANGE C	$2,642	$3,961	N	Y
7	1472	1	REPRODUCTION PROCESSES ASSISTANT	12/12	RANGE A	$2,813	$4,219	N	Y
7	1472	6	REPRODUCTION PROCESSES ASSISTANT	11/12	RANGE E	$2,579	$3,867	N	Y
7	1472	8	REPRODUCTION PROCESSES ASSISTANT	10/12	RANGE C	$2,344	$3,516	N	Y
7	1471	1	REPRODUCTION PROCESSES SUPERVISOR I	12/12	RANGE A	$3,213	$4,818	N	Y
7	1471	6	REPRODUCTION PROCESSES SUPERVISOR I	11/12	RANGE E	$2,945	$4,417	N	Y
7	1471	8	REPRODUCTION PROCESSES SUPERVISOR I	10/12	RANGE C	$2,678	$4,015	N	Y
7	1480	1	REPROGRAPHICS SPECIALIST I	12/12	RANGE A	$2,308	$3,464	N	Y
7	1480	6	REPROGRAPHICS SPECIALIST I	11/12	RANGE E	$2,116	$3,175	N	Y
7	1480	8	REPROGRAPHICS SPECIALIST I	10/12	RANGE C	$1,923	$2,887	N	Y
7	1481	1	REPROGRAPHICS SPECIALIST II	12/12	RANGE A	$2,569	$3,855	N	Y
7	1481	6	REPROGRAPHICS SPECIALIST II	11/12	RANGE E	$2,355	$3,534	N	Y
7	1481	8	REPROGRAPHICS SPECIALIST II	10/12	RANGE C	$2,141	$3,213	N	Y
7	1482	1	REPROGRAPHICS SPECIALIST III	12/12	RANGE A	$2,863	$4,295	N	Y
7	1482	6	REPROGRAPHICS SPECIALIST III	11/12	RANGE E	$2,624	$3,937	N	Y
7	1482	8	REPROGRAPHICS SPECIALIST III	10/12	RANGE C	$2,386	$3,579	N	Y

BU	Class	Range	Class Title	Pay Plan	Range Title	Min Salary	Max Salary	FLSA	Shift Diff
7	1483	1	REPROGRAPHICS SPECIALIST IV	12/12	RANGE A	$3,335	$5,000	N	Y
7	1483	6	REPROGRAPHICS SPECIALIST IV	11/12	RANGE E	$3,057	$4,583	N	Y
7	1483	8	REPROGRAPHICS SPECIALIST IV	10/12	RANGE C	$2,779	$4,167	N	Y
7	1928	1	SENIOR DATA CONTROL TECHNICIAN	12/12	RANGE A	$2,705	$4,059	N	Y
7	1928	6	SENIOR DATA CONTROL TECHNICIAN	11/12	RANGE E	$2,480	$3,721	N	Y
7	1928	8	SENIOR DATA CONTROL TECHNICIAN	10/12	RANGE C	$2,254	$3,383	N	Y
7	1416	1	SENIOR DATA ENTRY OPERATOR	12/12	RANGE A	$2,532	$3,798	N	Y
7	1416	6	SENIOR DATA ENTRY OPERATOR	11/12	RANGE E	$2,321	$3,482	N	Y
7	1416	8	SENIOR DATA ENTRY OPERATOR	10/12	RANGE C	$2,110	$3,165	N	Y
7	1502	1	SHIPPING AND RECEIVING ASSISTANT I	12/12	RANGE A	$2,707	$4,062	N	Y
7	1502	6	SHIPPING AND RECEIVING ASSISTANT I	11/12	RANGE E	$2,481	$3,724	N	Y
7	1502	8	SHIPPING AND RECEIVING ASSISTANT I	10/12	RANGE C	$2,256	$3,385	N	Y
7	1509	1	STOCK CLERK	12/12	RANGE A	$2,525	$3,788	N	Y
7	1509	6	STOCK CLERK	11/12	RANGE E	$2,315	$3,472	N	Y
7	1509	8	STOCK CLERK	10/12	RANGE C	$2,104	$3,157	N	Y
7	1506	1	STOREKEEPER I	12/12	RANGE A	$2,707	$4,062	N	Y
7	1506	6	STOREKEEPER I	11/12	RANGE E	$2,481	$3,724	N	Y
7	1506	8	STOREKEEPER I	10/12	RANGE C	$2,256	$3,385	N	Y
7	1727	1	SUPERVISING ACCOUNT CLERK I	12/12	RANGE A	$2,920	$4,379	N	Y
7	1727	6	SUPERVISING ACCOUNT CLERK I	11/12	RANGE E	$2,677	$4,014	N	Y
7	1727	8	SUPERVISING ACCOUNT CLERK I	10/12	RANGE C	$2,433	$3,649	N	Y
7	1428	1	SUPERVISING MICROGRAPHICS TECHNICIAN I	12/12	RANGE A	$2,856	$4,285	N	Y
7	1428	6	SUPERVISING MICROGRAPHICS TECHNICIAN I	11/12	RANGE E	$2,618	$3,928	N	Y
7	1428	8	SUPERVISING MICROGRAPHICS TECHNICIAN I	10/12	RANGE C	$2,380	$3,571	N	Y
7	1430	1	SUPERVISING MICROGRAPHICS TECHNICIAN II	12/12	RANGE A	$3,115	$4,672	N	Y
7	1430	6	SUPERVISING MICROGRAPHICS TECHNICIAN II	11/12	RANGE E	$2,855	$4,283	N	Y
7	1430	8	SUPERVISING MICROGRAPHICS TECHNICIAN II	10/12	RANGE C	$2,596	$3,893	N	Y
7	1628	1	SUPERVISING TELEPHONE OPERATOR	12/12	RANGE A	$2,459	$3,688	N	Y
7	1628	6	SUPERVISING TELEPHONE OPERATOR	11/12	RANGE E	$2,254	$3,381	N	Y
7	1628	8	SUPERVISING TELEPHONE OPERATOR	10/12	RANGE C	$2,049	$3,073	N	Y
7	1635	1	TELEPHONE OPERATOR	12/12	RANGE A	$2,174	$3,259	N	Y
7	1635	6	TELEPHONE OPERATOR	11/12	RANGE E	$1,993	$2,987	N	Y
7	1635	8	TELEPHONE OPERATOR	10/12	RANGE C	$1,812	$2,716	N	Y
9	2867	1	ACCOMPANIST I	12/12	RANGE A	$2,556	$3,835	N	Y
9	2867	6	ACCOMPANIST I	11/12	RANGE E	$2,343	$3,515	N	Y
9	2867	8	ACCOMPANIST I	10/12	RANGE C	$2,130	$3,196	N	Y
9	2866	1	ACCOMPANIST II	12/12	RANGE A	$3,130	$4,695	N	Y
9	2866	6	ACCOMPANIST II	11/12	RANGE E	$2,869	$4,304	N	Y
9	2866	8	ACCOMPANIST II	10/12	RANGE C	$2,608	$3,913	N	Y

BU	Class	Range	Class Title	Pay Plan	Range Title	Min Salary	Max Salary	FLSA	Shift Diff
9	1762	1	ACCOUNTANT I	12/12	RANGE A	$3,616	$5,424	N	Y
9	1762	6	ACCOUNTANT I	11/12	RANGE E	$3,315	$4,972	N	Y
9	1762	8	ACCOUNTANT I	10/12	RANGE C	$3,013	$4,520	N	Y
9	4555	1	ACCOUNTANT II	12/12	RANGE A	$3,948	$5,921	E	N
9	4555	6	ACCOUNTANT II	11/12	RANGE E	$3,619	$5,428	E	N
9	4555	8	ACCOUNTANT II	10/12	RANGE C	$3,290	$4,934	E	N
9	1036	1	ADMINISTRATIVE ANALYST/SPECIALIST NE -10/12	10/12		$2,704	$4,328	N	Y
9	1036	2	ADMINISTRATIVE ANALYST/SPECIALIST EI -10/12	10/12		$3,204	$4,808	E	N
9	1036	3	ADMINISTRATIVE ANALYST/SPECIALIST EII -10/12	10/12		$3,859	$5,788	E	N
9	1036	4	ADMINISTRATIVE ANALYST/SPECIALIST EIII -10/12	10/12		$4,858	$7,828	E	N
9	1037	1	ADMINISTRATIVE ANALYST/SPECIALIST NE -11/12	11/12		$2,975	$4,760	N	Y
9	1037	2	ADMINISTRATIVE ANALYST/SPECIALIST EI -11/12	11/12		$3,525	$5,289	E	N
9	1037	3	ADMINISTRATIVE ANALYST/SPECIALIST EII -11/12	11/12		$4,245	$6,367	E	N
9	1037	4	ADMINISTRATIVE ANALYST/SPECIALIST EIII -11/12	11/12		$5,344	$8,610	E	N
9	1038	1	ADMINISTRATIVE ANALYST/SPECIALIST NE -12/12	12/12		$3,245	$5,193	N	Y
9	1038	2	ADMINISTRATIVE ANALYST/SPECIALIST EI -12/12	12/12		$3,845	$5,770	E	N
9	1038	3	ADMINISTRATIVE ANALYST/SPECIALIST EII -12/12	12/12		$4,631	$6,946	E	N
9	1038	4	ADMINISTRATIVE ANALYST/SPECIALIST EIII -12/12	12/12		$5,830	$9,393	E	N
9	5255	1	ADMINISTRATIVE TRAINEE	12/12	RANGE A	$2,826	$4,242	N	Y
9	5255	6	ADMINISTRATIVE TRAINEE	11/12	RANGE E	$2,591	$3,889	N	Y
9	5255	8	ADMINISTRATIVE TRAINEE	10/12	RANGE C	$2,355	$3,535	N	Y
9	402	1	ANALYST/PROGRAMMER -10/12	10/12	FOUNDTN	$2,853	$4,555	N	Y
9	402	2	ANALYST/PROGRAMMER -10/12	10/12	CAREER	$3,595	$7,359	E	N
9	402	3	ANALYST/PROGRAMMER -10/12	10/12	EXPERT	$5,138	$8,250	E	N
9	401	1	ANALYST/PROGRAMMER -11/12	11/12	FOUNDTN	$3,139	$5,011	N	Y
9	401	2	ANALYST/PROGRAMMER -11/12	11/12	CAREER	$3,955	$8,095	E	N
9	401	3	ANALYST/PROGRAMMER -11/12	11/12	EXPERT	$5,652	$9,075	E	N
9	400	1	ANALYST/PROGRAMMER -12	12/12	FOUNDTN	$3,424	$5,466	N	Y
9	400	2	ANALYST/PROGRAMMER -12	12/12	CAREER	$4,314	$8,831	E	N
9	400	3	ANALYST/PROGRAMMER -12	12/12	EXPERT	$6,166	$9,900	E	N
9	670	1	ANIMAL HEALTH TECHNICIAN	12/12	RANGE A	$3,590	$5,385	N	Y
9	670	6	ANIMAL HEALTH TECHNICIAN	11/12	RANGE E	$3,291	$4,936	N	Y
9	670	8	ANIMAL HEALTH TECHNICIAN	10/12	RANGE C	$2,992	$4,488	N	Y
9	5287	1	ASSISTANT BUDGET ANALYST	12/12	RANGE A	$3,781	$5,674	N	Y
9	5287	6	ASSISTANT BUDGET ANALYST	11/12	RANGE E	$3,466	$5,201	N	Y
9	5287	8	ASSISTANT BUDGET ANALYST	10/12	RANGE C	$3,151	$4,728	N	Y
9	5284	1	ASSOCIATE BUDGET ANALYST	12/12	RANGE A	$4,550	$6,824	E	N

BU	Class	Range	Class Title	Pay Plan	Range Title	Min Salary	Max Salary	FLSA	Shift Diff
9	5284	6	ASSOCIATE BUDGET ANALYST	11/12	RANGE E	$4,171	$6,255	E	N
9	5284	8	ASSOCIATE BUDGET ANALYST	10/12	RANGE C	$3,792	$5,687	E	N
9	5784	1	ASSOCIATE, ACAD AND INSTITUTIONAL STUDIES I	12/12	RANGE A	$4,161	$6,243	E	N
9	5784	6	ASSOCIATE, ACAD AND INSTITUTIONAL STUDIES I	11/12	RANGE E	$3,814	$5,723	E	N
9	5784	8	ASSOCIATE, ACAD AND INSTITUTIONAL STUDIES I	10/12	RANGE C	$3,468	$5,203	E	N
9	5783	1	ASSOCIATE, ACAD AND INSTITUTIONAL STUDIES II	12/12	RANGE A	$5,255	$7,881	E	N
9	5783	6	ASSOCIATE, ACAD AND INSTITUTIONAL STUDIES II	11/12	RANGE E	$4,817	$7,224	E	N
9	5783	8	ASSOCIATE, ACAD AND INSTITUTIONAL STUDIES II	10/12	RANGE C	$4,379	$6,568	E	N
9	5787	1	ASSOCIATE, ACAD AND INSTITUTIONAL STUDIES III	12/12	RANGE A	$6,649	$9,973	E	N
9	5787	6	ASSOCIATE, ACAD AND INSTITUTIONAL STUDIES III	11/12	RANGE E	$6,095	$9,142	E	N
9	5787	8	ASSOCIATE, ACAD AND INSTITUTIONAL STUDIES III	10/12	RANGE C	$5,541	$8,311	E	N
9	1514	1	ATHLETIC EQUIPMENT ATTENDANT I	12/12	RANGE A	$2,363	$3,544	N	Y
9	1514	6	ATHLETIC EQUIPMENT ATTENDANT I	11/12	RANGE E	$2,166	$3,249	N	Y
9	1514	8	ATHLETIC EQUIPMENT ATTENDANT I	10/12	RANGE C	$1,969	$2,953	N	Y
9	1513	1	ATHLETIC EQUIPMENT ATTENDANT II	12/12	RANGE A	$2,639	$3,960	N	Y
9	1513	6	ATHLETIC EQUIPMENT ATTENDANT II	11/12	RANGE E	$2,419	$3,630	N	Y
9	1513	8	ATHLETIC EQUIPMENT ATTENDANT II	10/12	RANGE C	$2,199	$3,300	N	Y
9	852	0	BROADCAST ENGINEER -10/12	10/12		$4,057	$6,083	E	N
9	851	0	BROADCAST ENGINEER -11/12	11/12		$4,462	$6,692	E	N
9	850	0	BROADCAST ENGINEER -12 MONTH	12/12		$4,868	$7,300	E	N
9	301	1	CMA ASSOCIATE PERSONNEL ANALYST	12/12	RANGE A	$4,495	$6,744	N	Y
9	301	6	CMA ASSOCIATE PERSONNEL ANALYST	11/12	RANGE E	$4,120	$6,182	N	Y
9	301	8	CMA ASSOCIATE PERSONNEL ANALYST	10/12	RANGE C	$3,746	$5,620	N	Y
9	300	1	CMA STAFF SERVICES ANALYST	12/12	RANGE A	$3,739	$5,610	N	Y
9	300	6	CMA STAFF SERVICES ANALYST	11/12	RANGE E	$3,427	$5,143	N	Y
9	300	8	CMA STAFF SERVICES ANALYST	10/12	RANGE C	$3,116	$4,675	N	Y
9	302	1	CMA STUDENT AFFAIRS OFFICER I		NON-CRSE	$3,378	$5,066	N	Y
9	302	3	CMA STUDENT AFFAIRS OFFICER I		CRUISE	$3,855	$5,781	N	Y
9	303	1	CMA STUDENT AFFAIRS OFFICER II		NON-CRSE	$3,739	$5,610	N	Y
9	303	3	CMA STUDENT AFFAIRS OFFICER II		CRUISE	$4,266	$6,399	N	Y
9	7180	1	COMPUTER AIDED TRANSCRIBER	12/12	RANGE A	$2,642	$4,308	N	Y
9	7180	6	COMPUTER AIDED TRANSCRIBER	11/12	RANGE E	$2,422	$3,949	N	Y
9	7180	8	COMPUTER AIDED TRANSCRIBER	10/12	RANGE C	$2,202	$3,590	N	Y
9	7210	0	COMPUTER AIDED TRANSCRIBER - 8/12	8/12		$1,761	$2,872	N	Y
9	648	1	CROP TECHNICIAN I	12/12	RANGE A	$3,171	$4,757	O	Y
9	648	6	CROP TECHNICIAN I	11/12	RANGE E	$2,907	$4,361	O	Y
9	648	8	CROP TECHNICIAN I	10/12	RANGE C	$2,643	$3,964	O	Y
9	651	1	CROP TECHNICIAN II	12/12	RANGE A	$3,475	$5,214	O	Y

BU	Class	Range	Class Title	Pay Plan	Range Title	Min Salary	Max Salary	FLSA	Shift Diff
9	651	6	CROP TECHNICIAN II	11/12	RANGE E	$3,185	$4,780	O	Y
9	651	8	CROP TECHNICIAN II	10/12	RANGE C	$2,896	$4,345	O	Y
9	6970	1	DIVING SAFETY OFFICER	12/12	RANGE A	$4,264	$6,398	E	N
9	6970	6	DIVING SAFETY OFFICER	11/12	RANGE E	$3,909	$5,865	E	N
9	6970	8	DIVING SAFETY OFFICER	10/12	RANGE C	$3,553	$5,332	E	N
9	7000	1	EQUIPMENT MAINTENANCE ASSISTANT	12/12	RANGE A	$3,087	$4,632	N	Y
9	7000	6	EQUIPMENT MAINTENANCE ASSISTANT	11/12	RANGE E	$2,830	$4,246	N	Y
9	7000	8	EQUIPMENT MAINTENANCE ASSISTANT	10/12	RANGE C	$2,573	$3,860	N	Y
9	442	1	EQUIPMENT SYSTEMS SPECIALIST - 10/12	10/12	FOUNDTN	$2,367	$3,551	N	Y
9	442	2	EQUIPMENT SYSTEMS SPECIALIST - 10/12	10/12	CAREER	$2,786	$4,598	N	Y
9	442	3	EQUIPMENT SYSTEMS SPECIALIST - 10/12	10/12	EXPERT	$3,483	$5,223	N	Y
9	441	1	EQUIPMENT SYSTEMS SPECIALIST - 11/12	11/12	FOUNDTN	$2,603	$3,906	N	Y
9	441	2	EQUIPMENT SYSTEMS SPECIALIST - 11/12	11/12	CAREER	$3,064	$5,058	N	Y
9	441	3	EQUIPMENT SYSTEMS SPECIALIST - 11/12	11/12	EXPERT	$3,831	$5,745	N	Y
9	440	1	EQUIPMENT SYSTEMS SPECIALIST -12	12/12	FOUNDTN	$2,840	$4,261	N	Y
9	440	2	EQUIPMENT SYSTEMS SPECIALIST -12	12/12	CAREER	$3,343	$5,518	N	Y
9	440	3	EQUIPMENT SYSTEMS SPECIALIST -12	12/12	EXPERT	$4,179	$6,267	N	Y
9	7002	1	EQUIPMENT TECHNICIAN I, ELECTRO-MECHANICAL	12/12	RANGE A	$3,374	$5,061	N	Y
9	7002	6	EQUIPMENT TECHNICIAN I, ELECTRO-MECHANICAL	11/12	RANGE E	$3,093	$4,639	N	Y
9	7002	8	EQUIPMENT TECHNICIAN I, ELECTRO-MECHANICAL	10/12	RANGE C	$2,812	$4,218	N	Y
9	7003	1	EQUIPMENT TECHNICIAN I, ELECTRONIC	12/12	RANGE A	$3,374	$5,061	N	Y
9	7003	6	EQUIPMENT TECHNICIAN I, ELECTRONIC	11/12	RANGE E	$3,093	$4,639	N	Y
9	7003	8	EQUIPMENT TECHNICIAN I, ELECTRONIC	10/12	RANGE C	$2,812	$4,218	N	Y
9	7001	1	EQUIPMENT TECHNICIAN I, MECHANICAL	12/12	RANGE A	$3,374	$5,061	N	Y
9	7001	6	EQUIPMENT TECHNICIAN I, MECHANICAL	11/12	RANGE E	$3,093	$4,639	N	Y
9	7001	8	EQUIPMENT TECHNICIAN I, MECHANICAL	10/12	RANGE C	$2,812	$4,218	N	Y
9	7004	1	EQUIPMENT TECHNICIAN I, SPECIALIZED EQUIPMENT	12/12	RANGE A	$3,374	$5,061	N	Y
9	7004	6	EQUIPMENT TECHNICIAN I, SPECIALIZED EQUIPMENT	11/12	RANGE E	$3,093	$4,639	N	Y
9	7004	8	EQUIPMENT TECHNICIAN I, SPECIALIZED EQUIPMENT	10/12	RANGE C	$2,812	$4,218	N	Y
9	7012	1	EQUIPMENT TECHNICIAN II, ELECTRO-MECHANICAL	12/12	RANGE A	$3,698	$5,546	N	Y
9	7012	6	EQUIPMENT TECHNICIAN II, ELECTRO-MECHANICAL	11/12	RANGE E	$3,390	$5,084	N	Y
9	7012	8	EQUIPMENT TECHNICIAN II, ELECTRO-MECHANICAL	10/12	RANGE C	$3,082	$4,622	N	Y
9	7013	1	EQUIPMENT TECHNICIAN II, ELECTRONIC	12/12	RANGE A	$3,698	$5,546	N	Y
9	7013	6	EQUIPMENT TECHNICIAN II, ELECTRONIC	11/12	RANGE E	$3,390	$5,084	N	Y

BU	Class	Range	Class Title	Pay Plan	Range Title	Min Salary	Max Salary	FLSA	Shift Diff
9	7013	8	EQUIPMENT TECHNICIAN II, ELECTRONIC	10/12	RANGE C	$3,082	$4,622	N	Y
9	7011	1	EQUIPMENT TECHNICIAN II, MECHANICAL	12/12	RANGE A	$3,698	$5,546	N	Y
9	7011	6	EQUIPMENT TECHNICIAN II, MECHANICAL	11/12	RANGE E	$3,390	$5,084	N	Y
9	7011	8	EQUIPMENT TECHNICIAN II, MECHANICAL	10/12	RANGE C	$3,082	$4,622	N	Y
9	7014	1	EQUIPMENT TECHNICIAN II, SPECIALIZED EQUIPMENT	12/12	RANGE A	$3,698	$5,546	N	Y
9	7014	6	EQUIPMENT TECHNICIAN II, SPECIALIZED EQUIPMENT	11/12	RANGE E	$3,390	$5,084	N	Y
9	7014	8	EQUIPMENT TECHNICIAN II, SPECIALIZED EQUIPMENT	10/12	RANGE C	$3,082	$4,622	N	Y
9	7022	1	EQUIPMENT TECHNICIAN III, ELECTRO-MECHANICAL	12/12	RANGE A	$4,053	$6,080	N	Y
9	7022	6	EQUIPMENT TECHNICIAN III, ELECTRO-MECHANICAL	11/12	RANGE E	$3,715	$5,573	N	Y
9	7022	8	EQUIPMENT TECHNICIAN III, ELECTRO-MECHANICAL	10/12	RANGE C	$3,378	$5,067	N	Y
9	7023	1	EQUIPMENT TECHNICIAN III, ELECTRONIC	12/12	RANGE A	$4,053	$6,080	N	Y
9	7023	6	EQUIPMENT TECHNICIAN III, ELECTRONIC	11/12	RANGE E	$3,715	$5,573	N	Y
9	7023	8	EQUIPMENT TECHNICIAN III, ELECTRONIC	10/12	RANGE C	$3,378	$5,067	N	Y
9	7021	1	EQUIPMENT TECHNICIAN III, MECHANICAL	12/12	RANGE A	$4,053	$6,080	N	Y
9	7021	6	EQUIPMENT TECHNICIAN III, MECHANICAL	11/12	RANGE E	$3,715	$5,573	N	Y
9	7021	8	EQUIPMENT TECHNICIAN III, MECHANICAL	10/12	RANGE C	$3,378	$5,067	N	Y
9	7024	1	EQUIPMENT TECHNICIAN III, SPECIALIZED EQUIPMENT	12/12	RANGE A	$4,053	$6,080	N	Y
9	7024	6	EQUIPMENT TECHNICIAN III, SPECIALIZED EQUIPMENT	11/12	RANGE E	$3,715	$5,573	N	Y
9	7024	8	EQUIPMENT TECHNICIAN III, SPECIALIZED EQUIPMENT	10/12	RANGE C	$3,378	$5,067	N	Y
9	638	1	FARM LABORER	12/12	RANGE A	$2,400	$3,600	O	N
9	638	6	FARM LABORER	11/12	RANGE E	$2,200	$3,300	O	N
9	638	8	FARM LABORER	10/12	RANGE C	$2,000	$3,000	O	N
9	627	1	FARM SUPERVISOR I	12/12	RANGE A	$3,641	$5,460	E	N
9	627	6	FARM SUPERVISOR I	11/12	RANGE E	$3,338	$5,005	E	N
9	627	8	FARM SUPERVISOR I	10/12	RANGE C	$3,034	$4,550	E	N
9	5330	1	FEDERAL PROGRAMS COORDINATOR	12/12	RANGE A	$3,899	$5,850	E	N
9	5330	6	FEDERAL PROGRAMS COORDINATOR	11/12	RANGE E	$3,574	$5,363	E	N
9	5330	8	FEDERAL PROGRAMS COORDINATOR	10/12	RANGE C	$3,249	$4,875	E	N
9	687	1	FEED MILL OPERATOR	12/12	RANGE A	$3,475	$5,214	O	N
9	687	6	FEED MILL OPERATOR	11/12	RANGE E	$3,185	$4,780	O	N
9	687	8	FEED MILL OPERATOR	10/12	RANGE C	$2,896	$4,345	O	N
9	6960	1	FISH HATCHERY MANAGER	12/12	RANGE A	$3,590	$5,385	E	N
9	6960	6	FISH HATCHERY MANAGER	11/12	RANGE E	$3,291	$4,936	E	N
9	6960	8	FISH HATCHERY MANAGER	10/12	RANGE C	$2,992	$4,488	E	N
9	7512	1	GLASSBLOWER	12/12	RANGE A	$3,973	$5,959	N	Y

BU	Class	Range	Class Title	Pay Plan	Range Title	Min Salary	Max Salary	FLSA	Shift Diff
9	7512	6	GLASSBLOWER	11/12	RANGE E	$3,642	$5,462	N	Y
9	7512	8	GLASSBLOWER	10/12	RANGE C	$3,311	$4,966	N	Y
9	822	1	GRAPHIC DESIGNER I -10/12	10/12		$2,651	$3,978	N	Y
9	822	2	GRAPHIC DESIGNER II -10/12	10/12		$3,057	$4,585	N	Y
9	822	3	GRAPHIC DESIGNER III -10/12	10/12		$3,375	$5,063	N	Y
9	821	1	GRAPHIC DESIGNER I-11/12	11/12		$2,916	$4,376	N	Y
9	821	2	GRAPHIC DESIGNER II -11/12	11/12		$3,362	$5,044	N	Y
9	821	3	GRAPHIC DESIGNER III -11/12	11/12		$3,713	$5,569	N	Y
9	820	1	GRAPHIC DESIGNER I -12 MONTH	12/12		$3,181	$4,774	N	Y
9	820	2	GRAPHIC DESIGNER II -12 MONTH	12/12		$3,668	$5,502	N	Y
9	820	3	GRAPHIC DESIGNER III -12 MONTH	12/12		$4,050	$6,075	N	Y
9	7193	0	HOURLY INTRPRTR/RTC/COMPUTER AIDED TRNSCRBR			$16	$135	N	Y
9	422	1	INFORMATION TECHNOLOGY CONSULTANT -10/12	10/12	FOUNDTN	$2,853	$4,555	N	Y
9	422	2	INFORMATION TECHNOLOGY CONSULTANT -10/12	10/12	CAREER	$3,595	$7,359	E	N
9	422	3	INFORMATION TECHNOLOGY CONSULTANT -10/12	10/12	EXPERT	$5,138	$8,250	E	N
9	421	1	INFORMATION TECHNOLOGY CONSULTANT -11/12	11/12	FOUNDTN	$3,139	$5,011	N	Y
9	421	2	INFORMATION TECHNOLOGY CONSULTANT -11/12	11/12	CAREER	$3,955	$8,095	E	N
9	421	3	INFORMATION TECHNOLOGY CONSULTANT -11/12	11/12	EXPERT	$5,652	$9,075	E	N
9	420	1	INFORMATION TECHNOLOGY CONSULTANT -12	12/12	FOUNDTN	$3,424	$5,466	N	Y
9	420	2	INFORMATION TECHNOLOGY CONSULTANT -12	12/12	CAREER	$4,314	$8,831	E	N
9	420	3	INFORMATION TECHNOLOGY CONSULTANT -12	12/12	EXPERT	$6,166	$9,900	E	N
9	1577	1	INSTRUCTIONAL SUPPORT ASSISTANT I	12/12	RANGE A	$2,433	$3,650	N	Y
9	1577	6	INSTRUCTIONAL SUPPORT ASSISTANT I	11/12	RANGE E	$2,230	$3,346	N	Y
9	1577	8	INSTRUCTIONAL SUPPORT ASSISTANT I	10/12	RANGE C	$2,028	$3,042	N	Y
9	1578	1	INSTRUCTIONAL SUPPORT ASSISTANT II	12/12	RANGE A	$2,719	$4,079	N	Y
9	1578	6	INSTRUCTIONAL SUPPORT ASSISTANT II	11/12	RANGE E	$2,492	$3,739	N	Y
9	1578	8	INSTRUCTIONAL SUPPORT ASSISTANT II	10/12	RANGE C	$2,266	$3,399	N	Y
9	1579	1	INSTRUCTIONAL SUPPORT ASSISTANT III	12/12	RANGE A	$3,087	$4,632	N	Y
9	1579	6	INSTRUCTIONAL SUPPORT ASSISTANT III	11/12	RANGE E	$2,830	$4,246	N	Y
9	1579	8	INSTRUCTIONAL SUPPORT ASSISTANT III	10/12	RANGE C	$2,573	$3,860	N	Y
9	1615	1	INSTRUCTIONAL SUPPORT TECHNICIAN I	12/12	RANGE A	$3,374	$5,061	N	Y
9	1615	6	INSTRUCTIONAL SUPPORT TECHNICIAN I	11/12	RANGE E	$3,093	$4,639	N	Y
9	1615	8	INSTRUCTIONAL SUPPORT TECHNICIAN I	10/12	RANGE C	$2,812	$4,218	N	Y
9	1617	1	INSTRUCTIONAL SUPPORT TECHNICIAN II	12/12	RANGE A	$3,698	$5,546	N	Y

BU	Class	Range	Class Title	Pay Plan	Range Title	Min Salary	Max Salary	FLSA	Shift Diff
9	1617	6	INSTRUCTIONAL SUPPORT TECHNICIAN II	11/12	RANGE E	$3,390	$5,084	N	Y
9	1617	8	INSTRUCTIONAL SUPPORT TECHNICIAN II	10/12	RANGE C	$3,082	$4,622	N	Y
9	1619	1	INSTRUCTIONAL SUPPORT TECHNICIAN III	12/12	RANGE A	$4,053	$6,080	N	Y
9	1619	6	INSTRUCTIONAL SUPPORT TECHNICIAN III	11/12	RANGE E	$3,715	$5,573	N	Y
9	1619	8	INSTRUCTIONAL SUPPORT TECHNICIAN III	10/12	RANGE C	$3,378	$5,067	N	Y
9	7170	1	INTERPRETER I	12/12	RANGE A	$2,483	$7,485	N	Y
9	7170	6	INTERPRETER I	11/12	RANGE E	$2,276	$6,861	N	Y
9	7170	8	INTERPRETER I	10/12	RANGE C	$2,069	$6,238	N	Y
9	7200	0	INTERPRETER I - 8/12	8/12		$1,655	$4,990	N	Y
9	7169	1	INTERPRETER II - RANGE A	12/12	RANGE A	$4,675	$8,421	N	Y
9	7169	2	INTERPRETER II - RANGE B	12/12/	RANGE B	$5,364	$9,358	N	Y
9	7169	6	INTERPRETER II - RANGE A	11/12	RANGE E	$4,285	$7,719	N	Y
9	7169	7	INTERPRETER II - RANGE B	11/12	RANGE F	$4,917	$8,578	N	Y
9	7169	8	INTERPRETER II - RANGE A	10/12	RANGE C	$3,896	$7,018	N	Y
9	7169	9	INTERPRETER II - RANGE B	10/12	RANGE D	$4,470	$7,798	N	Y
9	7201	1	INTERPRETER II - RANGE A	8/12	RANGE A	$3,117	$5,614	N	Y
9	7201	2	INTERPRETER II - RANGE B	8/12	RANGE B	$3,576	$6,239	N	Y
9	7888	1	LABORATORY ASSISTANT I	12/12	RANGE A	$2,121	$3,182	N	Y
9	7888	6	LABORATORY ASSISTANT I	11/12	RANGE E	$1,944	$2,917	N	Y
9	7888	8	LABORATORY ASSISTANT I	10/12	RANGE C	$1,768	$2,652	N	Y
9	7879	1	LABORATORY ASSISTANT II	12/12	RANGE A	$2,276	$3,414	N	Y
9	7879	6	LABORATORY ASSISTANT II	11/12	RANGE E	$2,086	$3,130	N	Y
9	7879	8	LABORATORY ASSISTANT II	10/12	RANGE C	$1,897	$2,845	N	Y
9	7168	1	LEAD INTERPRETER	12/12	RANGE A	$4,909	$10,293	N	Y
9	7168	6	LEAD INTERPRETER	11/12	RANGE E	$4,500	$9,435	N	Y
9	7168	8	LEAD INTERPRETER	10/12	RANGE C	$4,091	$8,578	N	Y
9	7202	0	LEAD INTERPRETER - 8/12	8/12		$3,273	$6,862	N	Y
9	7192	1	LEAD REALTIME CAPTIONER	12/12	RANGE A	$5,007	$10,498	N	Y
9	7192	6	LEAD REALTIME CAPTIONER	11/12	RANGE E	$4,590	$9,623	N	Y
9	7192	8	LEAD REALTIME CAPTIONER	10/12	RANGE C	$4,173	$8,748	N	Y
9	7221	0	LEAD REALTIME CAPTIONER - 8/12	8/12		$3,338	$6,999	N	Y
9	3810	1	LIBRARY SERIALS EDITOR	12/12	RANGE A	$4,873	$7,309	E	N
9	3810	6	LIBRARY SERIALS EDITOR	11/12	RANGE E	$4,467	$6,700	E	N
9	3810	8	LIBRARY SERIALS EDITOR	10/12	RANGE C	$4,061	$6,091	E	N
9	2886	1	LIBRARY SERVICES SPECIALIST I	12/12	RANGE A	$2,704	$4,327	N	Y
9	2886	6	LIBRARY SERVICES SPECIALIST I	11/12	RANGE E	$2,479	$3,966	N	Y
9	2886	8	LIBRARY SERVICES SPECIALIST I	10/12	RANGE C	$2,253	$3,606	N	Y
9	2887	1	LIBRARY SERVICES SPECIALIST II	12/12	RANGE A	$3,060	$4,896	N	Y
9	2887	6	LIBRARY SERVICES SPECIALIST II	11/12	RANGE E	$2,805	$4,488	N	Y
9	2887	8	LIBRARY SERVICES SPECIALIST II	10/12	RANGE C	$2,550	$4,080	N	Y

BU	Class	Range	Class Title	Pay Plan	Range Title	Min Salary	Max Salary	FLSA	Shift Diff
9	2888	1	LIBRARY SERVICES SPECIALIST III	12/12	RANGE A	$3,326	$5,322	N	Y
9	2888	6	LIBRARY SERVICES SPECIALIST III	11/12	RANGE E	$3,049	$4,879	N	Y
9	2888	8	LIBRARY SERVICES SPECIALIST III	10/12	RANGE C	$2,772	$4,435	N	Y
9	2889	1	LIBRARY SERVICES SPECIALIST IV	12/12	RANGE A	$3,524	$5,639	N	Y
9	2889	6	LIBRARY SERVICES SPECIALIST IV	11/12	RANGE E	$3,230	$5,169	N	Y
9	2889	8	LIBRARY SERVICES SPECIALIST IV	10/12	RANGE C	$2,937	$4,699	N	Y
9	2885	1	LIBRARY SERVICES SPECIALIST TRAINEE	12/12	RANGE A	$2,380	$3,808	N	Y
9	2885	6	LIBRARY SERVICES SPECIALIST TRAINEE	11/12	RANGE E	$2,182	$3,491	N	Y
9	2885	8	LIBRARY SERVICES SPECIALIST TRAINEE	10/12	RANGE C	$1,983	$3,173	N	Y
9	663	1	LIVESTOCK TECHNICIAN I	12/12	RANGE A	$3,171	$4,757	O	N
9	663	6	LIVESTOCK TECHNICIAN I	11/12	RANGE E	$2,907	$4,361	O	N
9	663	8	LIVESTOCK TECHNICIAN I	10/12	RANGE C	$2,643	$3,964	O	N
9	666	1	LIVESTOCK TECHNICIAN II	12/12	RANGE A	$3,475	$5,214	O	N
9	666	6	LIVESTOCK TECHNICIAN II	11/12	RANGE E	$3,185	$4,780	O	N
9	666	8	LIVESTOCK TECHNICIAN II	10/12	RANGE C	$2,896	$4,345	O	N
9	812	1	MEDIA PRODUCTION SPECIALIST I - 10/12	10/12		$2,403	$3,804	N	Y
9	812	2	MEDIA PRODUCTION SPECIALIST II - 10/12	10/12		$2,891	$4,334	N	Y
9	812	3	MEDIA PRODUCTION SPECIALIST III - 10/12	10/12		$3,375	$5,063	E	N
9	811	1	MEDIA PRODUCTION SPECIALIST I - 11/12	11/12		$2,644	$4,185	N	Y
9	811	2	MEDIA PRODUCTION SPECIALIST II - 11/12	11/12		$3,180	$4,768	N	Y
9	811	3	MEDIA PRODUCTION SPECIALIST III - 11/12	11/12		$3,713	$5,569	E	N
9	810	1	MEDIA PRODUCTION SPECIALIST I -12 MONTH	12/12		$2,884	$4,565	N	Y
9	810	2	MEDIA PRODUCTION SPECIALIST II -12 MONTH	12/12		$3,469	$5,201	N	Y
9	810	3	MEDIA PRODUCTION SPECIALIST III -12 MONTH	12/12		$4,050	$6,075	E	N
9	432	1	NETWORK ANALYST -10/12	10/12	FOUNDTN	$2,853	$4,555	N	Y
9	432	2	NETWORK ANALYST -10/12	10/12	CAREER	$3,595	$7,359	E	N
9	432	3	NETWORK ANALYST -10/12	10/12	EXPERT	$5,138	$8,250	E	N
9	431	1	NETWORK ANALYST -11/12	11/12	FOUNDTN	$3,139	$5,011	N	Y
9	431	2	NETWORK ANALYST -11/12	11/12	CAREER	$3,955	$8,095	E	N
9	431	3	NETWORK ANALYST -11/12	11/12	EXPERT	$5,652	$9,075	E	N
9	430	1	NETWORK ANALYST -12	12/12	FOUNDTN	$3,424	$5,466	N	Y
9	430	2	NETWORK ANALYST -12	12/12	CAREER	$4,314	$8,831	E	N
9	430	3	NETWORK ANALYST -12	12/12	EXPERT	$6,166	$9,900	E	N
9	706	1	NURSERY TECHNICIAN I	12/12	RANGE A	$2,912	$4,367	N	Y
9	706	6	NURSERY TECHNICIAN I	11/12	RANGE E	$2,669	$4,003	N	Y
9	706	8	NURSERY TECHNICIAN I	10/12	RANGE C	$2,427	$3,639	N	Y
9	703	1	NURSERY TECHNICIAN II	12/12	RANGE A	$3,171	$4,757	N	Y

BU	Class	Range	Class Title	Pay Plan	Range Title	Min Salary	Max Salary	FLSA	Shift Diff
9	703	6	NURSERY TECHNICIAN II	11/12	RANGE E	$2,907	$4,361	N	Y
9	703	8	NURSERY TECHNICIAN II	10/12	RANGE C	$2,643	$3,964	N	Y
9	412	1	OPERATING SYSTEMS ANALYST -10/12	10/12	FOUNDTN	$2,853	$4,555	N	Y
9	412	2	OPERATING SYSTEMS ANALYST -10/12	10/12	CAREER	$3,595	$7,359	E	N
9	412	3	OPERATING SYSTEMS ANALYST -10/12	10/12	EXPERT	$5,138	$8,250	E	N
9	411	1	OPERATING SYSTEMS ANALYST -11/12	11/12	FOUNDTN	$3,139	$5,011	N	Y
9	411	2	OPERATING SYSTEMS ANALYST -11/12	11/12	CAREER	$3,955	$8,095	E	N
9	411	3	OPERATING SYSTEMS ANALYST -11/12	11/12	EXPERT	$5,652	$9,075	E	N
9	410	1	OPERATING SYSTEMS ANALYST -12	12/12	FOUNDTN	$3,424	$5,466	N	Y
9	410	2	OPERATING SYSTEMS ANALYST -12	12/12	CAREER	$4,314	$8,831	E	N
9	410	3	OPERATING SYSTEMS ANALYST -12	12/12	EXPERT	$6,166	$9,900	E	N
9	452	1	OPERATIONS SPECIALIST -10/12	10/12	FOUNDTN	$1,998	$2,997	N	Y
9	452	2	OPERATIONS SPECIALIST -10/12	10/12	CAREER	$2,283	$3,758	N	Y
9	452	3	OPERATIONS SPECIALIST -10/12	10/12	EXPERT	$3,196	$4,793	N	Y
9	451	1	OPERATIONS SPECIALIST -11/12	11/12	FOUNDTN	$2,197	$3,296	N	Y
9	451	2	OPERATIONS SPECIALIST -11/12	11/12	CAREER	$2,512	$4,134	N	Y
9	451	3	OPERATIONS SPECIALIST -11/12	11/12	EXPERT	$3,515	$5,273	N	Y
9	450	1	OPERATIONS SPECIALIST -12	12/12	FOUNDTN	$2,397	$3,596	N	Y
9	450	2	OPERATIONS SPECIALIST -12	12/12	CAREER	$2,740	$4,510	N	Y
9	450	3	OPERATIONS SPECIALIST -12	12/12	EXPERT	$3,835	$5,752	N	Y
9	842	1	PERFORMING ARTS TECHNICIAN I -10/12	10/12		$2,651	$3,978	N	Y
9	842	2	PERFORMING ARTS TECHNICIAN II - 10/12	10/12		$2,869	$4,304	N	Y
9	842	3	PERFORMING ARTS TECHNICIAN III - 10/12	10/12		$3,057	$4,585	N	Y
9	841	1	PERFORMING ARTS TECHNICIAN I -11/12	11/12		$2,916	$4,376	N	Y
9	841	2	PERFORMING ARTS TECHNICIAN II - 11/12	11/12		$3,156	$4,735	N	Y
9	841	3	PERFORMING ARTS TECHNICIAN III - 11/12	11/12		$3,362	$5,044	N	Y
9	840	1	PERFORMING ARTS TECHNICIAN I -12 MONTH	12/12		$3,181	$4,774	N	Y
9	840	2	PERFORMING ARTS TECHNICIAN II -12 MONTH	12/12		$3,443	$5,165	N	Y
9	840	3	PERFORMING ARTS TECHNICIAN III -12 MONTH	12/12		$3,668	$5,502	N	Y
9	5151	1	PERSONNEL ASSISTANT	12/12	RANGE A	$3,062	$4,595	N	Y
9	5151	6	PERSONNEL ASSISTANT	11/12	RANGE E	$2,807	$4,212	N	Y
9	5151	8	PERSONNEL ASSISTANT	10/12	RANGE C	$2,552	$3,829	N	Y
9	6950	1	PIANO TECHNICIAN I	12/12	RANGE A	$3,275	$4,913	N	Y
9	6950	6	PIANO TECHNICIAN I	11/12	RANGE E	$3,002	$4,504	N	Y
9	6950	8	PIANO TECHNICIAN I	10/12	RANGE C	$2,729	$4,094	N	Y
9	6951	1	PIANO TECHNICIAN II	12/12	RANGE A	$3,590	$5,385	N	Y
9	6951	6	PIANO TECHNICIAN II	11/12	RANGE E	$3,291	$4,936	N	Y
9	6951	8	PIANO TECHNICIAN II	10/12	RANGE C	$2,992	$4,488	N	Y
9	6726	1	PLANNER/ESTIMATOR/SCHEDULER	12/12	RANGE A	$3,855	$5,781	N	Y

BU	Class	Range	Class Title	Pay Plan	Range Title	Min Salary	Max Salary	FLSA	Shift Diff
9	6726	6	PLANNER/ESTIMATOR/SCHEDULER	11/12	RANGE E	$3,534	$5,299	N	Y
9	6726	8	PLANNER/ESTIMATOR/SCHEDULER	10/12	RANGE C	$3,213	$4,818	N	Y
9	697	1	POULTRY TECHNICIAN	12/12	RANGE A	$3,326	$4,990	N	Y
9	697	6	POULTRY TECHNICIAN	11/12	RANGE E	$3,049	$4,574	N	Y
9	697	8	POULTRY TECHNICIAN	10/12	RANGE C	$2,772	$4,158	N	Y
9	802	1	PUBLIC AFFAIRS/COMMUNICATION SPECIALIST I -10/12	10/12		$2,403	$3,603	N	Y
9	802	2	PUBLIC AFFAIRS/COMMUNICATION SPECIALIST II -10/12	10/12		$2,891	$4,334	E	N
9	802	3	PUBLIC AFFAIRS/COMMUNICATION SPECIALIST III -10/12	10/12		$3,375	$5,063	E	N
9	801	1	PUBLIC AFFAIRS/COMMUNICATION SPECIALIST I -11/12	11/12		$2,644	$3,963	N	Y
9	801	2	PUBLIC AFFAIRS/COMMUNICATION SPECIALIST II -11/12	11/12		$3,180	$4,768	E	N
9	801	3	PUBLIC AFFAIRS/COMMUNICATION SPECIALIST III -11/12	11/12		$3,713	$5,569	E	N
9	800	1	PUBLIC AFFAIRS/COMMUNICATION SPECIALIST I -12/12	12/12		$2,884	$4,323	N	Y
9	800	2	PUBLIC AFFAIRS/COMMUNICATION SPECIALIST II -12/12	12/12		$3,469	$5,201	E	N
9	800	3	PUBLIC AFFAIRS/COMMUNICATION SPECIALIST III -12/12	12/12		$4,050	$6,075	E	N
9	3801	1	RADIATION SAFETY OFFICER	12/12	RANGE A	$5,113	$7,670	E	N
9	3801	6	RADIATION SAFETY OFFICER	11/12	RANGE E	$4,687	$7,031	E	N
9	3801	8	RADIATION SAFETY OFFICER	10/12	RANGE C	$4,261	$6,392	E	N
9	7191	1	REALTIME CAPTIONER	12/12	RANGE A	$4,769	$8,589	N	Y
9	7191	2	REALTIME CAPTIONER		RANGE B	$5,472	$9,544	N	Y
9	7191	6	REALTIME CAPTIONER	11/12	RANGE E	$4,372	$7,873	N	Y
9	7191	7	REALTIME CAPTIONER		RANGE F	$5,016	$8,749	N	Y
9	7191	8	REALTIME CAPTIONER	10/12	RANGE C	$3,974	$7,158	N	Y
9	7191	9	REALTIME CAPTIONER		RANGE D	$4,560	$7,953	N	Y
9	7220	1	REALTIME CAPTIONER - 8/12	12/12	RANGE A	$3,179	$5,726	N	Y
9	7220	2	REALTIME CAPTIONER - 8/12		RANGE B	$3,648	$6,363	N	Y
9	5683	1	RESEARCH TECHNICIAN I	12/12	RANGE A	$3,062	$4,595	N	Y
9	5683	6	RESEARCH TECHNICIAN I	11/12	RANGE E	$2,807	$4,212	N	Y
9	5683	8	RESEARCH TECHNICIAN I	10/12	RANGE C	$2,552	$3,829	N	Y
9	5681	1	RESEARCH TECHNICIAN II	12/12	RANGE A	$3,672	$5,509	N	Y
9	5681	6	RESEARCH TECHNICIAN II	11/12	RANGE E	$3,366	$5,050	N	Y
9	5681	8	RESEARCH TECHNICIAN II	10/12	RANGE C	$3,060	$4,591	N	Y
9	5680	1	RESEARCH TECHNICIAN III	12/12	RANGE A	$4,417	$6,625	E	N
9	5680	6	RESEARCH TECHNICIAN III	11/12	RANGE E	$4,049	$6,073	E	N
9	5680	8	RESEARCH TECHNICIAN III	10/12	RANGE C	$3,681	$5,521	E	N
9	6725	1	SENIOR PLANNER/ESTIMATOR/SCHEDULER	12/12	RANGE A	$4,073	$6,109	E	N
9	6725	6	SENIOR PLANNER/ESTIMATOR/SCHEDULER	11/12	RANGE E	$3,734	$5,600	E	N
9	6725	8	SENIOR PLANNER/ESTIMATOR/SCHEDULER	10/12	RANGE C	$3,394	$5,091	E	N

BU	Class	Range	Class Title	Pay Plan	Range Title	Min Salary	Max Salary	FLSA	Shift Diff
9	2572	1	SPACE AND FACILITIES UTILIZATION OFFICER	12/12	RANGE A	$4,848	$7,274	E	N
9	2572	6	SPACE AND FACILITIES UTILIZATION OFFICER	11/12	RANGE E	$4,444	$6,668	E	N
9	2572	8	SPACE AND FACILITIES UTILIZATION OFFICER	10/12	RANGE C	$4,040	$6,062	E	N
9	5250	1	SPECIAL ASSISTANT, EOP	12/12	RANGE A	$4,028	$6,041	E	N
9	5250	6	SPECIAL ASSISTANT, EOP	11/12	RANGE E	$3,692	$5,538	E	N
9	5250	8	SPECIAL ASSISTANT, EOP	10/12	RANGE C	$3,357	$5,034	E	N
9	1521	0	TECHNICIAN TRAINEE			$1,387	$2,198	N	Y
9	862	1	VISUAL RESOURCE SPECIALIST I -10/12	10/12	RANGE C	$2,512	$3,770	N	Y
9	862	2	VISUAL RESOURCE SPECIALIST II -10/12	10/12	RANGE C	$2,869	$4,304	N	Y
9	861	1	VISUAL RESOURCE SPECIALIST I -11/12	11/12		$2,763	$4,147	N	Y
9	861	2	VISUAL RESOURCE SPECIALIST II -11/12	11/12		$3,156	$4,735	N	Y
9	860	1	VISUAL RESOURCE SPECIALIST I -12 MONTH	12/12		$3,014	$4,524	N	Y
9	860	2	VISUAL RESOURCE SPECIALIST II -12 MONTH	12/12		$3,443	$5,165	N	Y

INDEX

—1—

10/12 pay plan..... 40, 77, 78, 107, 109
11/12 pay plan..... 40, 77, 78, 107, 109
1959 Survivors Benefit 90

—3—

3/12 work schedule 69, 73

—4—

4/10 ..... 68, 73
403 (b) Plan..... 87

—8—

8/12 ..... 129, 136, 137, 153, 157, 160

—9—

9/80 work schedule 68, 69, 73

—A—

absence... 8, 10, 15, 25, 33, 34, 42, 48, 50, 53, 55, 56, 57, 58, 59, 60, 61, 62, 63, 67, 68, 77, 89, 94, 98, 101, 109, 115, 117, 140
absence as a witness..... 59
academic calendar..... 54, 111
academic year..... 2, 34, 56, 104, 111, 131
academic year pay plan..... 2, 111
access 23, 29, 37, 44, 45, 82
access to information 23, 29
accidental death and dismemberment insurance..... 86
additional representative 16, 17, 26, 27
administrative cost 13, 86, 89, 90, 91
administrative leave 58, 83
administrative review..... 48
administrator 2, 4, 9, 16, 17, 22, 23, 24, 26, 27, 29, 30, 36, 37, 42, 43, 44, 45, 46, 51, 52, 54, 55, 56, 57, 58, 59, 61, 64, 65, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 79, 80, 81, 82, 83, 84, 89, 90, 93, 94, 95, 97, 98, 100, 102, 115, 116
adopted..... 55, 85
adoption..... 61, 114, 115
adverse personnel action 45
age 85, 99, 110
agreement..... 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27, 28, 29, 30, 38, 39, 40, 43, 44, 47, 51, 54, 57, 60, 63, 64, 71, 73, 74, 76, 77, 85, 86, 88, 91, 92, 106, 109, 113, 115, 116, 117, 118, 119, 120, 122, 140
alternate work schedule..... 53, 68, 69, 70
alternative transportation 91, 92
American Arbitration Association 19
appeal 22, 37, 38, 40, 46, 49, 122
appellant..... 24
appointment..... 3, 32, 33, 34, 35, 36, 40, 41, 44, 50, 54, 56, 63, 77, 83, 87, 96, 105, 106, 108, 111, 112
appropriate administrator 2, 4, 9, 16, 17, 22, 23, 24, 26, 27, 29, 30, 37, 42, 43, 44, 45, 46, 51, 52, 54, 55, 57, 58, 59, 61, 64 65, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 79, 80, 81, 82, 83, 84, 89, 90, 93, 94, 95, 97, 98, 100, 102, 115, 116
arbitrability..... 19, 122
arbitration..... 18, 19, 20, 21, 22, 23, 29, 122
arbitrator..... 18, 19, 20, 21, 22, 39
assigned work..... 51, 59, 67
assignment..... 1, 4, 19, 59, 61, 64, 65, 71, 73, 77, 82, 83, 93, 94, 95, 96, 102, 131
attendance 45, 97, 101
automatic resignation 48

—B—

back pay 20
bargaining unit 1, 2, 3, 4, 6, 9, 10, 12, 13, 14, 32, 33, 40, 41, 57, 65, 66, 69, 76, 79, 80, 83, 85, 86, 87, 88, 89, 90, 92, 93, 103, 104, 105, 108
benefits..... 3, 54, 62, 78, 85, 86, 87, 90, 99, 116, 118
bereavement 57, 58
Board of Trustees..... 5, 10
bone marrow donor 6
bonus 78, 79, 80
break..... 12, 40, 62, 105, 107, 116, 120, 121
break in service 62, 105, 116
budget request 118
bulletin board 9, 32

—C—

calendar year 2, 51, 54, 57, 61, 88, 89, 100, 111, 131
call-back 60, 75
CalPERS 3, 33, 85, 86, 87, 90
campus 2, 5, 6, 9, 10, 11, 12, 23, 27, 28, 30, 32, 33, 34, 35, 36, 37, 38, 39, 41, 42, 44, 48, 51, 53, 54, 55, 56, 58, 59, 63, 64, 66, 67, 68, 70, 71, 72, 77, 78, 79, 80, 81, 82, 83, 84, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 98, 99, 100, 101, 103, 104, 105, 106, 108, 110, 111, 113, 116, 119
Campus Bargaining Unit Representative 9
campus closure 54
campus communication 9
campus disaster plans 103
campus funds 79, 80, 81
campus labor management committee 113
campus mail 9
campus yearly calendar 53
campus-wide safety committee 103
cancellation 19, 20, 22
cancelled 22
career development 94, 95, 96, 98, 109
career development plan 96, 98
catastrophic illness 56, 57
catastrophic leave 56, 57
caucus 10
certificates 100
certification 12, 45, 100, 116
Chancellor 2, 3, 4, 10, 11, 18, 20, 22, 28, 32, 38, 66, 98, 104, 105
change in position 35
child care 90
chronic condition 56
class 82, 83, 88, 97, 98, 104, 106, 107, 138
classification 1, 2, 3, 4, 10, 16, 32, 33 34, 35, 36, 37, 40, 41, 62, 64, 65, 66, 67, 74, 76, 78, 79, 80, 81, 82, 84, 88, 93, 95, 96, 104, 105, 106, 107, 108, 109, 111, 120, 121, 123, 131, 132, 137
Classification and Qualification Standards ... 36, 65, 95
classification review 36, 37, 96
classification series 35, 36, 40, 120, 121
classification study 66
clean-up 11, 71
clean-up period 71
collective bargaining 2, 3, 8, 12, 57, 118, 119, 120, 122
college 2, 3, 4, 45
college degree 45
color 110
committee 103, 113, 120, 121
communication 4, 9, 46
compensation 2, 5, 12, 20, 24, 34, 36, 37, 54, 56, 60, 64, 67, 73, 76, 89, 97, 101, 120, 121
compensation strategy 120
Compensatory Time Off (CTO) 54, 58, 60, 70, 73,74, 89, 111, 115, 131, 137
complainant 25, 26, 27, 28, 29, 30
complaint 12, 24, 25, 26, 27, 28, 29, 30, 31, 38, 39, 44, 57, 81, 92, 110, 117
complaint procedure 24, 29, 30, 31, 38, 44, 57, 81, 92, 110, 117
compressed work schedule 53
compressed workweek 68
concerted activity 14
confidential 1, 24, 30, 32, 46, 89
confidentiality 23, 29
consecutive years 40, 41
consolidate grievances 23
contagious disease 57
continuing education 94, 100, 101
continuous service 12, 50, 55, 107
contracting out 6, 7
Controller's Office 12, 91, 113
conversion 2, 78, 90
correction of the record 45
corrective action 47
cost 7, 9, 10, 11, 13, 19, 20, 21, 29, 44, 58, 71, 75, 79, 81, 86, 88, 89, 90, 91, 97, 101, 111, 112, 118
cost analysis 7
court fees 59, 60
court-subpoenaed witness 59, 60
credential 62, 97, 111
cruise 2, 50, 54, 111, 112
cruise employee 2, 54, 111
cruise year appointment 50, 11
CSU 2, 3, 4, 6, 8, 9, 10, 11, 12, 14, 20, 24, 25, 26, 32, 34, 39, 47, 48, 55, 56, 57, 58, 59, 60, 62, 63, 65, 72, 75, 76, 80, 85, 86, 87, 88, 89, 90, 91, 92, 96, 97, 98, 99, 101, 102, 103, 104, 106, 108, 110, 115, 117, 118, 119, 120, 121

CSU Employees Union 2
CSUEU 2, 4, 7, 10, 11, 12, 13, 15, 16, 17, 18, 25, 26, 28, 32, 38, 39, 66, 72, 76, 79, 84, 85, 87, 88, 91, 92, 103, 110, 113, 120, 121, 122, 141
CTO..... 54, 58, 60, 74, 89, 111, 131, 137

—D—

day..... 3, 10, 12, 18, 24, 33, 34, 36, 37, 42, 48, 51, 52, 53, 54, 56, 59, 67, 68, 69, 73, 78, 83, 95, 106, 107, 111
decision 7, 20, 22, 23, 27, 28, 33, 36, 37, 38, 39, 40, 44, 45, 46, 47, 48, 58, 69, 79, 80, 81, 82, 84, 89, 90, 92
deductions 12, 13, 60, 88, 89
deficit work hours 70
demotion 3, 6, 83, 106
denial..... 11, 45, 49, 51, 57, 63, 68, 70, 72, 77, 78, 92, 93, 100, 117
dental benefits 86
department..... 10, 20, 23, 30, 33, 55, 58, 63, 65, 68, 71, 91, 95, 98, 101, 110
department closure 58
dependent care 90
Dependent Care Reimbursement Program.... 89
dependent child 85, 99, 100
designee..... 2, 4, 17, 24, 27, 30, 79, 80, 82
disability..... 5, 34, 56, 57, 58, 60, 62, 67, 85, 87, 89, 107, 110, 115
disciplinary action..... 44, 46, 47, 89
discretion..... 8, 32, 40, 47, 71, 75, 79, 91, 101
discrimination 30, 38, 110
displace 3, 6
displacement 3, 6
dock..... 60, 67, 68, 70
Doctorate fee..... 98, 99
documentation..... 70, 116
domestic partner..... 55, 85, 99, 100, 114, 116
draft evaluation 42
dues 13
duplicating material 44
duration 10, 12, 24, 30, 70, 71, 82, 86, 88, 95, 96, 109, 118, 119, 120
duties..... 1, 4, 5, 6, 32, 35, 43, 58, 60, 64, 65, 66, 71, 82, 93, 120, 121, 131

—E—

early retirement 91
earthquake 102
economic cost..... 118
economic issues 118
Education Code..... 49, 87, 115
elder care 90
e-mail 9, 12, 15, 17, 24, 25, 27, 30, 47, 48, 82
eligible employee 38, 56, 60, 62, 76, 77, 85, 86, 87, 90, 97, 99, 100, 114
eligible family member 85, 86, 115
emergency 3, 6, 32, 33, 51, 60, 75, 83, 102
emergency employee 3
emergency pay 83
emergency position 32
emergency temporary appointment..... 33
Employee Assistance Program (EAP) 89
employee development 94
employee status 32, 116
employer 1, 3, 6, 8, 30, 58, 86, 103, 115, 117, 118,
employer's contribution..... 86, 117
entire agreement..... 8
Environmental Health and Safety Officer..... 102
equivalent..... 17, 27, 34, 37, 50, 78, 79, 83, 89, 99, 111, 116
ergonomics..... 103
evaluation..... 38, 42, 43, 46, 78, 79, 96
evaluator..... 42, 43
event..... 6, 15, 16, 17, 18, 25, 26, 27, 28, 51, 65, 70, 79, 83, 102, 107, 114, 116
evidence 17, 19, 21, 22, 27, 29, 38, 39, 48, 85
examination..... 32, 57, 58, 97
exclusive representative 13
Executive Order 883 110
Executive Order 928 110
Executive Order 929 110
Executive Order 1054 99
Executive Order 1058 110
exempt..... 67, 74, 100, 131, 137
exempt employee 12, 67, 68, 75, 83, 97, 101, 131
expert witnesses 59, 60
expiration 12, 13, 33, 56, 62, 63, 105, 116, 118

extended hours 67, 97, 101
extended work hour meal allowance..... 75
extenuating circumstances 5
external vendor..... 6

—F—

facilities..... 2, 9, 99
facsimile..... 15, 16, 17, 25, 26, 27
Fair Labor Standards Act (FLSA)..... 73, 131
family 34, 55, 57, 61, 62, 107, 114, 116
family and medical leave 68, 114, 116
family member 56, 57, 58, 85, 86, 114, 115
fee waiver..... 94, 97, 98, 99, 100, 109
file 15, 16, 17, 18, 23, 24, 25, 26, 27, 28, 29, 31, 36, 37, 44, 45, 46, 64, 78, 81, 93, 110
fiscal year 4, 11, 56, 76, 78, 79, 81, 87, 88, 114, 118
FlexCash 90
flexible work hours 70
flex-time..... 90
FLSA..... 73, 74, 131, 137
FML 68, 114, 115, 116, 117
formula..... 86
foster care..... 61, 114, 115
fringe benefits 62
full-time..... 3, 12, 34, 37, 40, 50, 54, 55, 59, 62, 67, 97, 100, 106, 107, 111, 131
funeral leave..... 58

—G—

gender expression..... 110
gender identity 110
General Salary Increase 76, 83, 87
genetic information 110
golden handshake..... 91
Government Code 85, 86, 90, 115
graduate..... 94, 97
graduate professional business fee..... 98
graduate tution fee..... 98, 99
grandchild 55
grandparent 55
graveyard shift 10
grievance 4, 12, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 30, 92, 122
grievance form 16, 18
grievance preparation..... 23
grievance procedure 21, 23, 24, 31, 33, 37, 40, 42, 43, 44, 47, 49, 57, 63, 78, 79, 80, 81, 82, 90, 92
grievant 15, 16, 17, 18, 22, 23, 24, 26, 27, 30, 37, 43, 47, 79, 110
GSI 76, 84 87

—H—

hazardous condition 102
health and safety 20, 28, 85, 102,103
health benefits 85, 86, 90, 99
health care reimbursement account..... 86
health condition..... 114, 115, 116, 117
Health Premium Conversion Program (TAPP)..... 90
hearing..... 19, 20, 21, 22, 24, 38
HEERA 1, 2, 63, 65, 66, 72, 85, 118
higher classification 35, 36, 37, 64
Higher Education Employer-Employee Relations Act 1, 118
hire date..... 10
HMO health plan..... 87
holiday..... 3, 23, 29, 52, 53, 54, 60, 68, 70, 74, 77, 89, 111, 115, 140
holiday closure 53
holiday work compensation 54
hourly rate 3, 40, 131
hourly intermittent 3
hours of work 59, 69, 72, 140
housing assistance 92
Human Resources 10, 12, 18, 23, 30, 32, 36, 37, 38, 44, 58, 68, 70, 81, 93, 94, 95, 96, 98, 106, 109

—I—

IDL 34, 60, 87, 115
illness 55, 56, 57, 58, 62, 67, 103
immediate family 55, 57, 58, 61
immediate non-bargaining unit supervisor ... 2, 16, 26, 36, 94
impact..... 2, 6, 8, 62, 65, 66, 68, 91, 104, 108
implementation 2, 8, 35, 36, 65, 66, 72, 82, 84, 85, 88, 93, 104, 106, 118, 120, 121
incapacitated employee 56
incapacity 62
incidental pay 111
in-classification progression 4, 36, 37
included classifications 123

Industrial Disability Leave..... 34, 56, 60, 89, 115
informal..... 16, 26, 38, 67, 75, 83, 97, 101
informal level 16, 23, 26, 30
information..... 7, 10, 17, 23, 29, 42, 66, 84, 87, 95, 103, 110, 115
injury 51, 55, 56, 57, 60, 62, 67,103
Injury and Illness Prevention Program ... 103
in-range progression..... 4, 80, 81, 84
intermittent..... 56, 108
intermittent employee 3, 15, 25, 40, 50, 53, 85, 89, 91
interview 32, 47, 96
intra-campus mail..... 9
investigatory interview..... 47
involuntary 6, 48, 90, 104

—J—

job functions..... 32
job line 32
job-related 32, 42, 98
jurisdiction 8, 19, 39, 85
jury duty 58, 59

—L—

Labor Management Committee (LMC) 113, 120, 121
lack of funds..... 81, 104, 108
lack of work 104, 105, 108
lateral reassignment 64
layoff 3, 6, 58, 62, 65, 93, 104, 105, 106, 107, 108, 109, 140
lead work..... 4, 81, 82
lead work assignment..... 4
leave 3, 5, 10, 11, 12, 23, 29, 33, 48, 50, 51, 53, 55, 56, 57, 58, 59, 60, 61, 62, 63, 67, 68, 70, 71, 73, 74, 77, 78, 83, 89, 106, 107, 108, 114, 115, 116, 117, 131, 140
leave donation 56, 57
leave of absence 10, 34, 50, 53, 58, 61, 62, 63, 89, 94, 98, 109, 117, 140
leave to vote 59
leave without pay 34, 39, 62, 106, 107, 114, 115
length of service 35, 106, 116
Level I 16, 17, 18, 26, 27, 28
Level II..... 17, 18, 24, 27, 28, 31, 38, 86
Level III 18, 20, 21, 26, 27, 28, 38
Level IV 15, 17, 18, 19, 20, 21, 23, 24
licenses 45, 100
life insurance 86
lists 10
LMC 113, 120, 121
location..... 6, 17, 18, 24, 27, 28, 30, 43, 95
lock out..... 14
long-term..... 67
long-term compensation..... 120, 121
lower classification 35, 36
lump sum payment..... 52, 79
LWOP 34

—M—

mail 9, 10, 15, 16, 18, 25, 26, 39, 47, 48, 105
mail delivery 15, 25
mailboxes 9
management 1, 2, 17, 27, 37, 72, 113, 120, 121
management rights 6
manager..... 2, 67, 68, 75, 81, 97, 101
marital status 110
Market Salary Adjustment 76, 83
mass transit..... 91, 92
Material Safety Data Sheets..... 103
maternity leave..... 58
maximum salary rate..... 4, 76, 82, 83
meal period..... 70, 71
meal reimbursements 75
med/arb 21, 22
mediation..... 20, 21, 22, 28, 29, 38, 39
mediation-arbitration..... 19, 21
medical condition..... 110, 115
medical examination 57, 58
medical release..... 58
meet and confer..... 6, 8, 10, 65, 66, 72, 91, 104, 118
meeting and conferring 7, 8
Merit Salary Increase (MSI) 76, 78, 83
meritorious service..... 32, 107
military exigency leave 114
military leave 34, 60, 140
military pay 68
minimum workweek 67
mission 6, 14
movement through salary ranges 118, 121
MSA..... 76
MSI 42, 76, 78, 79, 84
multiple grievants..... 17

mutual agreement 17, 18, 19, 20, 21, 23, 27, 28, 29, 30, 38, 51, 54, 64, 74, 77, 113, 115

—N—

national origin 110
natural disaster 102
NDI 34, 87, 115
necessary 6, 13, 23, 29, 32, 56, 63, 65, 66, 67, 70, 71, 75, 80, 89, 93, 97, 100, 101, 102, 103, 104
new classification 2, 6, 35, 36, 40, 65, 66, 82, 107
no cost 9, 10, 11, 86, 91
non-discrimination 110
non-exempt classifications 67, 131
non-exempt employee 12, 67, 68, 70, 73, 77, 80, 97, 101, 131
Non-Industrial Disability Insurance 34, 87, 89
non-worktime 9
notice 4, 6, 8, 18, 19, 23, 29, 32, 33, 37, 39, 46, 47, 51, 60, 64, 74, 76, 78, 85, 91, 95, 96, 104, 105, 116, 118
notice of layoff 105, 106
notice of rejection 37, 38
notification 4, 6, 8, 9, 18, 24, 30, 33, 48, 59, 60, 65, 66, 67, 82, 95

—O—

occupational group 83
Office of the Chancellor 2, 3, 10, 11, 18, 20, 22, 28, 38, 66, 104
office space 119
official personnel file 32, 44, 46, 65, 78, 98
on-call 59, 75
on leave 39, 60
on-line 97
on-the-job training 4
opening statement 22, 38
operational need 11, 24, 30, 51, 53, 59, 64, 70, 71, 72, 78, 93, 94, 98, 100
operations 6, 9, 14, 20, 72, 80, 103, 116, 137
order of layoff 104, 107
organ donor 61
outside employment 62, 66
overall rating 78
overtime 11, 54, 58, 67, 69, 73, 74, 75, 76, 97, 101, 131, 137, 140

—P—

parental leave 34, 61
parking 9, 88
parking fees 87, 88, 97
parking permits 88, 92
parties 1, 4, 8, 10, 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30, 38, 39, 60, 66, 70, 76, 81, 85, 87, 91, 92, 110, 113, 118, 121, 122
part-time 3, 34, 91, 98, 99
part-time employee 34, 59, 91, 106
part-time employees retirement plan 3, 91
part-time permanent employee 62, 97
password 44
pay plan 2, 40, 77, 78, 104, 107, 109, 111
pay status 39, 53, 62, 106, 107
pay warrants 12, 13
payroll deduction 13, 88
payroll records 45
per diem 3, 75
per diem employee 3, 130
PERB 1
performance 4, 5, 32, 35, 42, 46, 64, 71, 78, 79, 80, 81, 83, 93, 96, 101
performance criteria 80
performance evaluation 38, 42, 43, 46, 78, 79
performance rating 78, 79
permanency 33, 35, 40, 41, 105, 140
permanent 3, 33, 40, 46, 64, 67, 79, 83, 93, 106, 107
permanent employee 3, 15, 25, 35, 42, 62, 77, 93, 97, 104, 105, 106, 107, 108
permanent reassignment 64
permanent status 3, 33, 34, 35, 40, 41, 106, 108
PERS 108
personal contact 24, 30
personal delivery 15, 25
personal holiday 54, 68, 70, 115
personnel 24, 44, 49, 83, 91
personnel actions 44, 45
personnel file 32, 37, 42, 43, 44, 45, 46, 64, 65, 78, 93, 96, 98, 140
physician's statement 55, 57
Plant Operations Safety Committee 103

policy..... 5, 25, 26, 27, 28, 32, 37, 71, 78, 86, 87, 88, 96, 110, 113
position..... 1, 2, 4, 5, 12, 32, 33, 34, 35, 36, 37, 40, 42, 49, 58, 62, 64, 71, 80, 82, 83, 93, 95, 96, 100, 104, 105, 108, 111, 116, 120, 121, 131
position description..... 32, 42, 65, 95, 120, 121
position vacancies 32, 108
precedent 16, 23, 26, 39
Precinct Officer 59
pre-employment materials 44, 45
pregnancy 57, 62, 110
pregnancy disability leave..... 115
President..... 2, 4, 9, 10, 17, 20, 22, 27, 29, 32, 33, 34, 35, 36, 37, 40, 41, 45, 46, 47, 48, 49, 52, 54, 56, 58, 62, 64, 67, 69, 73, 77, 78, 79, 80, 81, 82, 83, 89, 91, 99, 100, 101, 102, 103, 104, 105, 107, 108, 109, 116
prior practices..... 8
prisoner/work furlough program..... 34
probation 3, 33, 34, 35, 37, 38, 39, 40, 42, 140
probationary employee..... 3, 15, 25, 34, 35, 37, 42, 51, 77, 104, 105, 106
probationary period..... 33, 34, 35, 39, 40, 42, 80
professional development 64, 75, 93, 94
project coordination 81, 82
proof of service 15, 25
PST..... 91
Public Employees' Retirement System 91, 108
Public Employment Relations Board..... 1
public information..... 10

—Q—

qualifying reason..... 116
qualifying service..... 50

—R—

race 110
ratification 12, 63, 118, 122
rating 42, 78, 79
reasonable accommodation..... 116
reasonable notice..... 74
reassignment 64, 65, 93, 102, 103, 105
rebuttal 38, 43, 45, 46
reclassification 35, 81
reclassified 35
recognition 1, 2, 80
recruitment 80
red circle rate..... 82, 83, 105
reduced worktime..... 108, 109
reemployment 65, 105, 108, 109
rehired annuitant 3
rejection during probation..... 37, 38, 39
release time 10, 11, 12, 23, 24, 30, 39, 93, 94, 97, 98, 100, 113
relevant..... 7, 10, 11, 12, 17, 23, 27, 29, 39
religion 110
remedy..... 16, 27, 103
reopen..... 8, 118, 121
reopener bargaining 76, 118, 121
representative 1, 5, 9, 10, 11, 12, 13, 15, 16, 17, 18, 20, 23, 24, 25, 26, 27, 28, 29, 30, 39, 43, 44, 45, 46, 47, 56, 95, 103, 113, 119
reprimand 46
reprisals 12
resignation..... 48, 49
respond..... 15, 17, 18, 22, 23, 25, 27, 28, 29, 30, 37, 48, 49, 51, 62, 63, 70, 94, 102, 103
response..... 15, 16, 17, 18, 21, 24, 25, 26, 27, 28, 31, 37, 38, 46, 49, 63, 81, 102
rest periods 71
resume 39, 45
retaliation 110
retention 80, 81
retirement 3, 56, 78, 87, 89, 90, 91, 108
retirement credit 12, 33
retreat rights 105
ride share 91, 92
right of first refusal 108
rule 10, 19, 25, 26, 27, 28, 38, 39, 46, 91, 102
rural health care stipend 86

—S—

safety clothing..... 102
safety committee 103
safety equipment 102
safety training..... 103
salary 3, 4, 12, 33, 35, 36, 40, 48, 51, 58, 59, 60, 64, 70, 73, 76, 77, 78, 79, 80, 81, 82, 83, 84, 87, 95, 96, 105, 107, 108, 109, 118

salary range 4, 32, 33, 35, 36, 76, 78, 79, 80, 81, 82, 83, 105, 118, 121
salary schedule 76, 79, 80, 141
salary structure 118, 121
satellite campus 6, 64
savings clause 8
scheduled..... 2, 5, 10, 20, 21, 44, 48, 51, 52, 53, 54, 58, 63, 69, 70, 71, 73, 74, 75, 77, 92, 97, 101, 103, 113
scheduling 10, 20, 21, 38, 51, 52, 54, 74, 116
SCO 12, 13, 91
securing release time 24, 30
SEIU 1
seniority..... 12, 51, 64, 67, 78, 104, 108, 116
seniority credit 106, 107, 108
seniority points 106, 107, 116
serious health condition .. 114, 115, 116, 117
service 1, 6, 9, 12, 15, 25, 32, 33, 34, 35, 37, 38, 40, 41, 50, 52, 55, 56, 59, 62, 64, 71, 74, 78, 88, 93, 98, 99, 100, 105, 106, 107, 111, 114, 116
service credit 12, 34, 35, 39, 56, 62, 106, 108
service member care leave 114
service salary increase 76
settlement costs 81
sex 110
sexual harassment 30, 110
shift 10, 24, 33, 48, 55, 59, 68, 69, 71, 73, 75, 76, 77
shift differential 76, 77, 132
sick leave 12, 33, 34, 51, 53, 55, 56, 57, 58, 60, 61, 67, 74, 77, 78, 89, 108, 115, 140
skill level 4, 32, 33, 34, 35, 36, 37, 64, 80, 81, 82, 83, 93, 104, 105, 106, 107, 108, 120, 121
SMCS 38, 39
specialized skills 32, 104, 107
SSI 76
State Controller 12, 91, 113
State Mediation and Conciliation Service..... 38
State Personnel Board 24, 49
state-supported 97
Statewide 12
step 16, 26, 55, 63, 102, 107, 108
step-child 85
steward 23, 30
steward-in-training 23, 30
stipend 73, 82, 86, 87
strike 14
student assistants 65
subjective business decision 20
sub-range 4, 32, 33, 35, 36, 76, 79, 80, 81, 82, 105
successor agreement 63, 118
successor contract 67
summer term course 97
summer work schedule 67
supersession 140
supervisory 1, 2
suspension 34, 47, 68, 107
sympathy strike 14
systemwide labor management committee ... 113
systemwide policies 28, 90

—T—

TAPP 90
tax-sheltered annuity 87
technological changes 93
telecommuting 5, 71, 72
teleconference 18, 28
temporary 3, 32, 33, 34, 56, 60, 62, 64, 65, 82, 87, 91, 93, 104, 105, 108, 115
temporary appointment 3, 33, 40, 63, 108
temporary assignment 3, 64, 65, 93, 95
temporary employee..... 3, 15, 25, 33, 40, 41, 42, 63, 77, 91, 104, 105
temporary reassignment 64, 102, 103
temporary suspension 47
temporary training assignment 93, 94, 95, 96
ten (10) month positions 34
test 32, 112
text message 24, 30
tie-breaking in the order of layoff 107
time limitations 22, 29
time limits 18, 23, 24, 28, 29, 31
timebase 3, 6, 33, 34, 40, 41, 54, 83, 104, 105, 106, 108, 111
toxic chemicals 71
training 4, 23, 30, 34, 93, 94, 95, 96, 97, 100, 101, 103
training proposal 93, 94
transfer 6, 33, 57, 99, 105, 106
transportation 10, 91, 92, 97, 111
travel 59, 75, 87, 93, 96, 97

Trustees 1, 3, 5, 8, 10
tuition fee 98, 99, 100

—U—

unauthorized absences 48
undergraduate..... 94, 97
underpayment..... 83, 84
unemployment..... 20
uniform reimbursement..... 88, 89
Union..... 1, 4, 5, 6, 8, 9, 10, 11, 12, 14, 15, 18, 20, 22, 23, 24, 25, 28, 30, 31, 34, 38, 57, 65, 66, 91, 92, 93, 94, 99, 102, 103, 104, 106, 110, 121
union business..... 9, 10
union leave..... 11, 12
union material 9
union meetings..... 9
Union Representative..... 5, 9, 10, 11, 15, 17, 18, 25, 28, 39, 44, 46
union security..... 12
Unit 2 ..... 100, 123, 130, 132, 137, 141
Unit 5 ..... 124, 132, 137, 143
Unit 7 ..... 124, 133, 137, 145
Unit 9 ..... 126, 134, 138, 151
unit modification..... 1
university..... 1, 2, 4, 5, 6, 7, 16, 24, 26, 30, 48, 66, 78, 83, 90, 91, 99, 100, 121
unpaid leave of absence 10, 58, 62, 63, 94
unreasonably denied..... 10, 46, 65, 78, 96, 100, 103

—V—

vacancy 32, 33, 105, 108
vacant 32, 33, 35, 96, 108
vacation 12, 23, 29, 33, 50, 51, 52, 53, 54, 56, 57, 58, 60, 61, 68, 70, 74, 77, 78, 89, 111, 115, 140
vacation accrual 50
vacation requests..... 51
van pool..... 91, 92
verification 55, 56, 57, 58, 59, 61 62, 64, 90, 93
veteran status..... 110
video display terminals 103
vision care 85, 86
voluntary demotion 83
voluntary programs to avoid layoff..... 108

—W—

wages, hours and conditions of employment 8
waiver..... 23, 94, 97, 98, 99, 100, 109
website 32, 36, 108
Weingarten rights..... 47
withdrawal..... 13, 20, 77
withdrawn 17, 20, 24
witness..... 20, 22, 39, 59, 60
witness fee..... 39, 59, 68
work assignment 4, 65, 82
work hours 5, 48, 67, 70, 75, 93, 94, 97, 101
work relief..... 34
work schedule changes 90
work schedules..... 10, 67, 68, 70, 72
work training..... 34
workday..... 5, 10, 48, 52, 53, 58, 61, 67, 68, 69, 70, 71, 75
workers' compensation..... 5, 34
workload 42, 80, 81
worktime 5, 20, 71, 108, 109

—X—

x-ray 112

—Y—

year of service..... 34, 40, 78, 111
year round operations..... 72

—Z—

Z card 111