

Jason Rabinowitz
Jason Rabinowitz (Jun 30, 2022 11:29 PDT)

Joseph J. Jancic III
Joseph J. Jancic III (Jun 30, 2022 11:26 PDT)

CSU Package #1B
06/30/2022

Drew Scott
Drew Scott (Jun 30, 2022 11:45 PDT)

Stefanie Gusha
Stefanie Gusha (Jun 30, 2022 11:27 PDT)

CSU Global Package #1B to Teamsters Local 2010.

This package is non-severable.

Articles	
Article 1: Recognition	Status quo
Article 2: Definitions	Status quo
Article 3: Management Rights	Status quo
Article 4: Contracting Out	Status quo
Article 5: Effect of Agreement	Status quo
Article 6: Non-Discrimination	CSU #1 – 06/27/2022
Article 7: Union Rights	Status quo
Article 8: Concerted Activities	Status quo
Article 9: Grievance Procedure	CSU #2 06/27/2022
Article 10: Appointment	Status quo
Article 11: Probationary Period	Status quo
Article 12: Evaluation	Status quo
Article 13: Personnel File	Status quo
Article 14: Corrective Action	Status quo
Article 15: Employee Rights	Status quo
Article 16: Vacation	Status quo
Article 17: Holidays	Status quo
Article 18: Leaves of Absence With Pay	CSU #2 – 06/27/2022
Article 19: Leaves of Absence Without Pay	CSU #1 – 05/09/2022
Article 20: Assignment/Reassignment	Status quo
Article 21: Outside Employment	Status quo
Article 22: Hours of Work	Status quo
Article 23: Overtime	Status quo
Article 24: Salary	CSU #1B – 06/30/2022
Article 25: Benefits	CSU #1 – 05/09/2022
Article 26: Apprenticeship Program	CSU #1 – 06/27/2022

CSU Package #1B
06/30/2022

Article 27: Training and Development	Status quo
Article 28: Health and Safety	Status quo
Article 29: Work-Incurred Injury or Illness	Status quo
Article 30: Layoff	Status quo
Article 31: Savings Clause	Status quo
Article 32: Duration and Implementation	CSU #1B – 06/30/2022

Additionally, for each and every article in the Collective Bargaining Agreement, the parties agree to revise the use of binary gender pronouns in favor of gender-neutral pronouns. This will be accomplished before publishing the agreement.

ARTICLE 6

NON-DISCRIMINATION

- 6.1 Pursuant to Federal and State laws and regulations, and Trustee policy, it is the policy of the CSU to prohibit discrimination against bargaining unit employees on the basis of Age, Ancestry, Color, Disability, Ethnicity, Gender, Gender Expression, Gender Identity, Genetic Information, Marital Status, Medical Condition, Military Status, Nationality, Pregnancy, Race, Religion, Religious Creed, Sex, Sexual Orientation, Sex Stereotype, and Veteran Status ~~race, color, religious creed, national origin, ancestry, sex, sexual orientation, marital status, medical condition, pregnancy, age, physical or mental disability, genetic information, gender, gender identity, gender expression, military status, or veteran's status as defined under the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA).~~ Any allegations by employees that they have been the victims of such discrimination shall be adjudicated solely under the procedure provided in Executive Order 1096 Interim CSU Policy Prohibiting Discrimination, Harassment, Sexual Misconduct, Sexual Exploitation, Dating Violence, Domestic Violence, Stalking, and Retaliation (formally known as Executive Order 1096) or successor ~~Executive Orders~~ policies.

ARTICLE 9

GRIEVANCE PROCEDURE

Definitions

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

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

Optional Informal Review

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

Level I- Formal - Appropriate Administrator

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

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

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

Level II– Campus President

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

Level III – Office of the Chancellor

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

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

Level IV – Arbitration

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

- a. The parties ~~hereby designate (list of arbitrators to be negotiated)~~ agree to meet within 60 days of the ratification of this Agreement to mutually select a panel of arbitrators to serve as members of the Arbitration Panel under this Agreement. The initial rotational order of arbitrators on the list shall be determined by a drawing of names. The panel members shall be designated to serve in the order of rotation designated by the drawing noted above, provided the panel member next in order has an available day within ninety (90) days of request. ~~The initial rotational order of arbitrators on the list shall be determined by a drawing of names.~~
- b. The process to schedule a grievance for an arbitration hearing shall be initiated by a written request from the union representative to the designated individual at the Office of the Chancellor (Email is acceptable for this purpose). Grievances shall be assigned to arbitrators in the rotational order determined in Article 9.11(a).
- c. Grievances with continuing financial back pay liability, and grievances alleging an unsafe work environment, shall be scheduled for arbitration in the chronological order of their appeal to arbitration prior to other cases.
- d. The parties recognize that from time to time it may be in the interest of both parties by mutual agreement to schedule cases for arbitration in other than chronological order. Absent such mutual agreement, arbitration hearings shall be scheduled in the same chronological order in which each case was appealed to arbitration.
- e. The parties shall accept the first date offered pursuant to by the arbitrator. Either party may request within twenty-one (21) days that date be rescheduled based on witness availability or other issues that require rescheduling. No objection may be made to any such request made within the twenty-one (21) day period. Requests to re-schedule outside of the twenty-one (21) day period that are not agreed to by the parties shall be submitted to the arbitrator who will then decide whether or not to grant the request.

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

- 9.12 At least five (5) days prior to the scheduled date of arbitration, the parties shall attempt to prepare a submission to arbitration signed by both parties setting forth the issue(s) and specific provision number(s) in dispute. Should the parties fail to agree upon a submission, the arbitrator shall determine the issue(s), provided that such issues are arbitrable under the terms of this Agreement, after the parties' opening statements and prior to the taking of evidence or testimony.
- 9.13 If an arbitrability question exists, the arbitrator shall determine the arbitrability question prior to hearing the merits of the grievance. When the grievance is found not arbitrable, the grievance shall be denied and the arbitrator shall not hear the merits of the grievance. When the grievance is found arbitrable, the arbitrator shall hear the merits of the grievance. This provision shall not prohibit the parties from mutually agreeing to a second arbitration hearing on the merits of the grievance or from mutually agreeing to select a second arbitrator to hear the merits of the grievance.
- 9.14 It shall be the function of the arbitrator to rule on the specific grievance. The arbitrator shall be subject to the following limitations:
- a. In no event shall the arbitrator have the authority to add to, subtract from, modify, or amend any provision of this Agreement.
 - b. Either party to the Agreement may challenge one panel member at any time during the term of this Agreement and such panel member shall be removed from the panel and replaced with a mutually acceptable replacement.
 - c. Any grievance filed into arbitration shall be considered withdrawn by the Union if it has not been scheduled for an arbitration hearing within six (6) months of the filing to arbitration from Level III. For grievances filed prior to the effective date of this Agreement, the six (6) month limitation shall commence upon the effective date of the Agreement.
- 9.15 A final decision or award of the arbitrator shall be made within sixty (60) calendar days after the close of the hearing. Such decision or award shall be binding upon the Union, the CSU, and the employees affected thereby.
- 9.16 The cost of arbitration, excluding advocate, unilateral withdrawal, postponement, or cancellation fees, shall be born equally by the parties. Expenses for witnesses, however, shall be borne by the party who calls them.

Mediation/Arbitration ("Med/Arb")

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

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

General Provisions

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

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

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

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

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

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

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

- 9.27 There shall be no modification of issues presented or alleged violations made after the completion of the Level III procedures.
- 9.28 A grievance may be filed at the step at which the authority to resolve the grievance resides. By mutual agreement, the parties may waive either Level I or Level II of the grievance procedure and expedite the grievance to the next higher level of the grievance procedure.
- 9.29 Prior to filing a grievance, the potential grievant and representative, if any, shall each be provided with one (1) hour release time for grievance preparation and reasonable time for grievance presentation at the Informal Review.
- 9.30 After the grievance has been filed, a representative and the grievant shall be provided reasonable release time for the purpose of preparation and presentation of the grievance. CSU will not pay for the release time of employees to go to or be at another campus to represent employees in a grievance hearing unless the CSU has requested the employee to participate in the grievance procedure and/or hearing or the employee has been requested by the Chief Steward at another campus to represent that Chief Steward on a grievance where the Chief Steward is the Grievant.
- It is understood by both CSU and Teamsters Local 2010 that the amount of release time requested by Teamsters Local 2010 shall be reasonable based on the issues and number of grievant(s) involved in the grievance. Should there be an issue with Teamsters Local 2010's request for release time, the parties shall first attempt to resolve the issue before Teamsters Local 2010 files a grievance regarding denials.
- 9.31 The procedures for securing release time for grievance processing shall be:
- a. Representatives and / or potential grievant shall contact the Appropriate Administrator or designee if release time is required to prepare and present a Level I grievance. The Representative or potential grievant shall be required to cite only provision 9.29 as a basis for their ~~his/her~~ request.
 - b. Release time requested pursuant to provision 9.30 shall require the citation of only provision 9.30 as a statement of need.
 - c. In either case, the Appropriate Administrator or designee shall grant the contractually specified release time after considering the needs of the operation of the University.

- d. Requests for release time shall include: (1) who the Representative or potential grievant desires to see; (2) at what time and location; and (3) the estimated duration of the meeting.

- 9.32 A grievant may withdraw a grievance at any time. The grievant shall not file any subsequent grievance on the same incident.
- 9.33 If the Employer fails to respond within the designated time limits, the grievance may be appealed to the next step of this grievance procedure. If the grievance is not appealed within the applicable time limits, the grievance shall be considered settled on the basis of the Employer's last answer and shall not be subject to further review.
- 9.34 The processing of grievances filed and unresolved prior to the effective date of this Agreement shall proceed under the provisions of the grievance procedure as amended by this Agreement.
- 9.35 Grievance records shall be filed separately from an employee's personnel file and shall be considered confidential.
- 9.36 An employee may present grievances and have such grievances adjusted without union representation as long as adjustment is not inconsistent with the terms of a written agreement then in effect; and provided that the Employer will not agree to resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution.
- 9.37 During release time granted for grievance preparation pursuant to provisions 9.29 and 9.30 above, the Union representative and the grievant shall be permitted to use campus telephones provided that the use of such telephones does not interfere with University business nor result in any expense to the University. The CSU has the right to refuse the use of campus telephones if abuses occur.

ARTICLE 18

LEAVES OF ABSENCE WITH PAY

Sick Leave

- 18.1 Following completion of one (1) month of continuous service, a full-time employee shall accrue eight (8) hours of credit for sick leave with pay. Thereafter, for each additional month of service, eight (8) hours of credit for sick leave with pay shall be accrued.
- 18.2 Each full-time employee shall be considered to work not more than forty (40) hours each week. Employees who are appointed less than full time shall accrue credit for sick leave with pay on a pro rata basis. Limited hourly employees accrue sick leave following each 160 hours of qualifying service to a maximum of twelve (12) accruals per year.
- 18.3 Sick leave may be accumulated without limitation. No additional sick leave with pay beyond that accumulated shall be provided.
- 18.4 An employee shall be responsible for reporting an absence to the appropriate administrator promptly, and preferably before the start of the shift.
- 18.5 An employee shall be responsible for ~~promptly signing the "Absence and Additional Time Worked Report" (Form 634), or other campus designated form, and returning the absence form to the appropriate administrator completing and then submitting the campus's required absence documentation to the Appropriate Administrator by the designated date.~~
- 18.6 An employee may be required to provide a physician's statement or other appropriate verification when absent five (5) or more consecutive days due to illness/injury. When the appropriate administrator has reasonable cause to believe that there has been an abuse of sick leave; verification may be requested more frequently. The administrator shall notify the employee of this requirement for future absences.
- 18.7 When an employee is eligible ~~for sick leave~~, the appropriate administrator shall authorize sick leave for the following:

- a. illness, injury, pregnancy, or child birth;
- b. exposure to contagious disease;
- c. dental, eye, or other physical or medical examinations or treatments by a licensed practitioner;
- d. illness or injury in the immediate family, and/or death of a significantly close relative as defined in ~~the funeral leave~~ provisions 18.17 of this Article;
- e. death of a person in the immediate family.

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

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

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

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

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

the physician's office and time spent at the physician's office shall be considered time worked.

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

Bereavement Leave

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

- 18.XX **The employee shall give notice of the need to use bereavement leave to the Appropriate Administrator as soon as possible. Upon return to work, and only upon request, the employee shall provide the name and relationship of the deceased.**

Time Off to Vote

- 18.18 If an employee does not have sufficient time outside of ~~his/her~~ **their** working hours to vote at any general, direct, primary, or presidential primary election, the employee may take a sufficient amount of working time to enable ~~him/her~~ **them** to vote. Not more than two (2) hours of such time shall be provided to an employee without loss of pay. Time off for voting shall be provided only at the beginning or end of the employee's regular work shift, unless otherwise mutually agreed.
- 18.19 If an employee requires time off to vote, on the third working date before the day of the election, ~~he/she~~ **the employee** shall give notice that ~~he/she~~ **they** requires time off, in accordance with provision 18.18, to the appropriate administrator at least two (2) days before the election.

Absence as a Witness

- 18.20 Employees serving as court-subpoenaed witnesses or as expert witnesses in the interest of the CSU shall seek payment of witness fees. Whenever possible, employees shall confer with the attorney requesting their appearance to determine whether certified copies of appropriate documents would be suitable and would eliminate the need for a court appearance.
- 18.21 An employee who is absent as a court-subpoenaed witness or expert witness in the interest of the CSU shall be paid the normal salary for the corresponding period of absence. No portion of the employee's salary shall be forfeited as the result of such an appearance; however, all court fees (except personal travel and/or subsistence payments) shall be remitted to the CSU. If an exceptional circumstance occurs whereby the employee does not remit such fees, an amount equal to the fees shall be deducted from the employee's salary. No vacation or CTO shall be used in such cases.
- 18.22 An employee who receives court fees in excess of regular earnings may retain the excess and need remit only an amount equal to the compensation paid the employee while on

leave. If the employee chooses to retain the entire fee, then the time taken off shall be charged as vacation or CTO, and if no vacation time or CTO is available, the employee shall be docked for a period of absence.

- 18.23 A reasonable number of employees who are serving as witnesses at state administrative hearings to which the CSU is a party shall be provided with reasonable release time for appearance at the hearing. Such employees need not be subpoenaed and need not seek witness fees. Release time shall be provided only upon prior notification to the appropriate administrator. An employee who is notified that ~~he/she is~~ they are anticipated to be called as a witness shall immediately notify the appropriate administrator of the anticipated date(s) and/or time of absence.
- 18.24 An employee who is a party to a suit or who is an expert witness not serving in the interest of the CSU shall appear on ~~his/her~~ their own time. The employee shall be charged vacation or CTO, and if no vacation time or CTO is available, the employee shall be docked for the period of absence.

Jury Duty

- 18.25 An employee who serves on jury duty shall receive ~~his/her~~ their regular salary for the time spent on jury duty if ~~he/she~~ the employee remits the amount received for such duty to the CSU. Payment for travel expenses and subsistence received by the employee need not be remitted. If the employee elects to retain the jury duty fees, ~~his/her~~ their time off for jury duty is not compensable. The employee may elect to use vacation credit or CTO to cover the time off.
- 18.26 An hourly employee shall be eligible for time off with pay for jury duty only for those hours ~~he/she~~ the employee was scheduled to work.
- 18.27 An employee who is called for jury duty shall promptly notify the appropriate administrator and shall make efforts to arrange jury duty services at a time least disruptive to ~~his/her~~ their work schedule. Time off for jury duty is to be considered time worked in-lieu of the employee's work day.

- 18.28 The employee is required to notify the appropriate administrator in writing prior to taking leave for jury duty. Verification of actual service for jury duty shall be provided by the employee when requested by the appropriate administrator.
- 18.29 The provisions of this Article shall also apply during the jury selection process.

Military Leave

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

18.31 **Emergency Military Leave**

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

18.32 **Temporary Military Leave**

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

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

18.33 **Indefinite Military Leave**

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

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

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

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

18.34 Eligibility for Pay and Benefits at Commencement of Military Leave

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

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

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

however, time spent on leave does count toward a merit salary adjustment and vacation category change.

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

18.35 Reinstatement Following Military Leave

- a. **Reinstatement Following Emergency Military Leave.** An employee eligible for emergency military leave has an absolute right to return to the position held at the time the leave commenced. In determining other benefits to which the employee is entitled, time spent on emergency military leave shall be considered full-time (State) service regardless of whether or not the leave extends for more than thirty (30) calendar days.
- b. **Reinstatement Following Temporary Military Leave.** An employee granted a temporary military leave of absence has an absolute right to be restored to the position held at the time the leave was granted. Any employee whose position has ceased to exist during the employee's absence must be reinstated to a position of comparable seniority, status, and pay. If such a position does not exist, the employee shall have the same rights and privileges the employee would have had, had ~~he/she~~ they not taken temporary military leave of absence.

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

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

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

Employees receiving the above benefits are not entitled to receive credit for vacation, sick leave, or holidays while in a nonpay status. Time spent on leave does, however, count toward a merit salary adjustment and vacation category change.

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

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

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

18.36 Documentation Required in Connection with Military Leave

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

18.37 Physical Examinations

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

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

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

Catastrophic Leave Donation Program

18.38 Any CSU employee who accrues vacation or sick leave credits may voluntarily donate either of those credits to any other CSU employee on the same campus, if the recipient employee has exhausted all accrued leave credits, i.e., sick leave, vacation, personal holiday, and CTO due to a catastrophic illness or injury. Catastrophic illness or injury is an illness or injury that has totally incapacitated the employee from work.

The following provisions shall apply:

(1) Catastrophic Illness or Injury:

- a. An employee, ~~his/her~~ **their** representative, or the employee's family member must request the employee's participation and provide appropriate verification of illness or injury as determined by the campus president. The president shall then determine the employee's eligibility to receive donations based upon the definition provided above.
- b. An incapacitated employee may elect to defer a request to participate during a period of Industrial Disability Leave eligibility.
- c. Employees may donate a maximum of forty (40) hours of leave credits per fiscal year in increments of one hour or more. Donations are irrevocable.

- d. Donated leave credits may be used to supplement Industrial Disability Leave, Non-Industrial Disability Leave, or Temporary Disability payments from the third-party administrator upon the application for these benefit(s) by an eligible employee. The total amount of leave credits donated and used may not exceed an amount sufficient to ensure the continuance of the employee's regular monthly rate of compensation.
- e. The total donated leave credits shall normally not exceed an amount necessary to continue the employee for three calendar months calculated from the first day of catastrophic leave. The president may approve an additional three-month period in exceptional cases. The leave should not be deemed donated until actually transferred by the campus record keeper to the record of the employee receiving leave credits.
- f. For employees whose appointments have not been renewed, donated time may not be used beyond the employee's appointment expiration date in effect at the beginning of the disability.
- g. Only vacation and sick leave credits may be donated.
- h. Donated leave credits may not be used to receive service credit following a service or disability retirement.
- i. Any CSU union may solicit leave donations from bargaining unit employees for direct transfer to employees eligible to receive such leave credits.
- j. Catastrophic illness or injury may also include an incapacitated member of the employee's immediate family if this results in the employee being required to take time off for an extended period of time in order to care for the family member and the employee has exhausted both all of ~~his/her~~ their accrued vacation credits and all of ~~his/her~~ their 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.

(2) Natural Disaster and State of Emergency:

- a. Catastrophic leave for a natural disaster shall be leave for an employee who faces financial hardship because the employee has exhausted all of all of their accrued vacation credits; accrued sick leave credits; personal holiday credits; and C.T.O. credits; and is unable to work due to the effect of a natural disaster on the employee's principal residence.
- b. The employee resides in one of the counties where a state of emergency exists as declared by the governor.
- c. An employee, or their representative, must request the employee's participation and provide appropriate verification as determined by the campus president. The president shall then determine the employee's eligibility to receive donations based upon the definitions provided above.
- d. Employees may donate a maximum of forty (40) hours of leave credits per fiscal year in increments of one hour or more. Donations are irrevocable.
- e. 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.
- f. The total donated leave credits shall normally not exceed an amount necessary to continue the employee for three calendar months calculated from the first day of catastrophic leave. The president may approve an additional three-month period in exceptional cases. The leave should not be deemed donated until actually transferred by the campus record keeper to the record of the employee receiving leave credits.
- g. 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 natural disaster/state of emergency.

- h. Only vacation and sick leave credits may be donated.
- i. Donated leave credits may not be used to receive service credit following a service or disability retirement.
- j. Any CSU union may solicit leave donations from bargaining unit employees for direct transfer to employees eligible to receive such leave credits.
- k. Pledged leave credits will be formally transferred to the recipient employee only at the end of a pay period, and then in chronological order of the dates actually pledged. This will ensure that any unused leave credits are never actually transferred until they can in fact be used by the recipient employee. In the event that an employee is unable to use all pledged credits in a pay period, the most recently donated leave credits that cannot be utilized will then never formally be transferred, thereby guaranteeing that they are in no way lost by an employee who wants to donate them in order to help a co- worker who needs the credits.

Parental Leave

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

An employee shall be entitled to a maximum of thirty (30) workdays Parental Leave (as defined above, and subject to the requirement of Article 19.14) ~~per calendar year in a~~ **twelve (12) month period**, with pay which shall commence within sixty (60) days of the arrival of a new **child children**. 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. **In order for the employee to be entitled to Parental Leave, the employee must be employed with CSU prior to the birth or placement of new children with the employee.**

CSU #2

06/27/2022

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

ARTICLE 19

LEAVES OF ABSENCE WITHOUT PAY

Unauthorized Leaves of Absence

19.1 Automatic Resignation

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

1. whether the employee was absent for five (5) consecutive workdays;
 2. whether the employee had proper authorized leave to be absent; and
 3. whether the employee should be or is being terminated by automatic resignation. If an action other than automatic resignation is proposed, it shall be stated along with the reasons for its use.
- d. Any employee who is terminated by the President under this provision may, within twenty-one (21) days after mailing of the President's decision, request a hearing of the matter by the State Personnel Board as provided in Section 89539 of the Education Code. A request for a hearing by the State Personnel Board must be filed with the State Personnel Board with a copy to the President within the twenty-one (21) day time requirement noted above.
- e. Any employee who is reinstated under this provision shall not be paid salary for the period of unauthorized absence.
- f. Provision 19.1 ~~of this Article 19, Leave of Absence Without Pay~~, shall supersede Section 89541 of the California Education Code.

Other Leaves of Absence Without Pay

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

- c. temporary incapacity due to illness or injury;
- d. Family Care and Medical Leave; and
- e. other satisfactory reasons.

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

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

pay all contributions prior to the date each payment is due. Failure to pay such premiums will result in coverages lapsing unless the employee makes other arrangements.

Family Care and Medical Leave

- 19.11 An employee who has met the requirements of either the California Family Rights Act (CFRA) or the Family Medical Leave Act (FMLA), is entitled to a family care and medical leave without pay under that Act.
- 19.12 Employees may take up to a total of twelve (12) weeks of family care and medical leave in a 12-month period.
- 19.13 An employee may be granted family care and medical leave for the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, or to care for a child, parent, ~~or~~ spouse, ~~or~~ registered domestic partner, **sibling, grandparent or grandchild** of the employee who has a serious health condition, or for the employee's own serious health condition.
- 19.14 For family care and medical leave taken for reason of the birth of a child or adoption/foster care of a child by an employee, any leave taken shall be initiated within one (1) year of the birth of a child or placement of child with the employee in the case of adoption/foster care.
- The period of the family care and medical leave granted to an employee for the birth of a child shall run concurrently with the period of leave available to an employee under Education Code Section 89519.
- 19.15 The amount of family leave that may otherwise be granted under this article may be reduced by the amount of family care and medical leave granted to an employee for reasons set forth under provisions 19.11 through 19.26.
- 19.16 Before granting a family care and medical leave for the serious health condition of a child, parent ~~or~~ spouse, **registered domestic partner, sibling, grandparent or grandchild** the Employer may require certification of the serious health condition from the health care provider.

- 19.17 Upon expiration of the period which the health care provider originally estimated the employee needed to care for the child, parent ~~or~~, spouse, **registered domestic partner, sibling, grandparent or grandchild** the Employer may require the employee to obtain re-certification if additional leave is requested.
- 19.18 Family care and medical leave shall be leave without pay except that an employee must utilize ~~his/her~~ **their** personal holiday and all accrued vacation that ~~he/she is~~ **they are** otherwise eligible to take during the otherwise unpaid period of the family care and medical leave.
- 19.19 An employee may use accrued sick leave during the period of family care and medical leave upon mutual agreement between the employee and appropriate administrator. Such requests for sick leave shall be made in accordance with Article 18 of this Agreement.
- 19.20 Family care and medical leave is separate and distinct from the right of a female employee to take a pregnancy disability leave under Government Code Section 12945, subdivision (b)(2). If a female employee takes part or all of the maximum four (4) months of pregnancy disability leave, however, she may request up to twelve (12) weeks additional family care and medical leave.
- 19.21 An employee shall provide the Employer with written notice of a need for family care and medical leave within five (5) working days of the date the event necessitating the leave becomes known to the employee.
- 19.22 If the employee's need for family care and medical leave is foreseeable due to the planned medical treatment or planned supervision of a child, parent, ~~or~~ spouse, **registered domestic partner, sibling, grandparent or grandchild** with a serious health condition, the employee shall provide the Employer not less than fourteen (14) days notice of the need for leave. The employee shall consult with the appropriate administrator regarding the scheduling of the treatment or supervision so as to minimize disruption of the operations of the Employer.
- 19.23 Family care and medical leave may be deferred until the employee complies with the provisions of this Article.

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

ARTICLE 24

SALARY

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

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

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

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

a.	Four (4) Year Apprenticeships	Percentage of Minimum Rate Of Journey Salary
	1st 6 months	65%
	2nd 6 months	69%
	3rd 6 months	73%
	4th 6 months	77%
	5th 6 months	81%
	6th 6 months	85%
	7th 6 months	90%
	8th 6 months	95%
b.	<u>Three (3) Year Apprenticeships</u>	
	1st 6 months	65%
	2nd 6 months	70%

3rd 6 months	75%
4th 6 months	80%
5th 6 months	87%
6th 6 months	95%

c. Two (2) Year Apprenticeships

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

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

General Salary Increase (GSI)

- 24.4 a. A General Salary Increase (GSI) is a percentage increase applied to the minimum and maximum rate on the new salary schedule for all bargaining unit classifications and to the individual salary rates of all bargaining unit members.

a. For fiscal year 2022/2023, effective July 1, 2022, all bargaining unit employees in active pay status (or on leave) as of that date shall receive a General Salary Increase (GSI) three percent (3%).

Employees will be eligible for an additional one percent (1%) for a total of four percent (4%), depending on the State budget allocation to the CSU.

A calculation will be conducted based on the State of California's final Budget Act of 2022, which has an expected enactment date between June 27, 2022, and September 30, 2022. This calculation will determine the new, unallocated, ongoing funding for the CSU from the State.

If the new, unallocated, ongoing funding from the State for fiscal year 2022/2023 is increased to \$300,000,000 or more, then a one percent (1%) GSI will be added to the three percent (3%) increase set forth above for a total of a four percent (4%) increase effective July 1, 2022.

Recognition Bonus:

24.X

All bargaining unit employees with a 1.0 timebase or greater, in active pay status, or on leave, as of the date of ratification of this Agreement shall receive a one-time payment of \$2,500. Payments will be pro-rated for employees who are less than a 1.0 timebase on the date of ratification. For hourly intermittent employees, the formula for determining the pro-rata amount is as follows:

- i. Determining the FTE: The total number of hours worked by the employee for the six pay periods prior to the date of ratification divided by the number of total work hours in the six-month period of time = FTE for six-month period.
- ii. Determining the Payment Amount: The \$2,500 one-time payment is then pro-rated based on the FTE determined by the formula above.
- iii. The maximum amount an employee may receive is \$2,500.

Rehired annuitants are not eligible for the one-time payment pursuant to California Government Code 21224 and CalPERS determination of the law.

~~b. — For Fiscal year 2017/18, effective on and after July 1, 2017, (i) all bargaining unit members in active pay status, or on leave, up to the date of ratification by the CSU Board of Trustees of this Agreement, shall have their individual salary rate increased 3.11% (three and eleven one hundredth percent); and (ii) Salary scale maximums and minimums for all classifications shall be increased by the amount of the General Salary Increase.~~

~~e. — For Fiscal year 2018/19,~~

~~i. — Effective on or after July 1, 2018, all bargaining unit members in active pay status or on leave as of that date shall have their individual salary rate increased by 3%;~~

~~ii. — Salary scale maximums and minimums for all classifications shall be increased by the amount of the General Salary Increases.~~

~~d. — For Fiscal year 2019/20,~~

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

Employee Initiated Request for an In-Range Progression

- 24.5 Employee initiated In-Range Progression requests shall be submitted to Human Resources using information fields contained the form at Appendix A. 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. However, when an employee has been notified in writing that the employee's in-range progression was denied solely due to budgetary or other financial reason, the employee may submit a new in-range progression application after the start of the next fiscal year.

Manager Initiated Request for an In-Range Progression

- 24.6 Manager initiated requests for an in-range progression may cover more than one employee. Such requests may be initiated by the president, president's designee or an appropriate administrator.

In-Range Progressions: Factors to be considered

- 24.7 An increase within a salary range that is not given for merit pursuant to 24.18 or 24.19 is referred to as an in-range progression. An in-range progression of at least 3% may be awarded when the president, the president's designee, or appropriate administrator determines that an in-range progression should occur. Factors to be considered for granting such progressions shall include but not be limited to:

- a. Long-term service:

When considering whether to grant an in-range progression on the basis of (c) Equity, the campus should take into consideration, as one of the factors being considered, the length of service of the employee in the classification. To be considered for a long-term service in-range progression, an employee must have at least 10 years of continuous campus service in the current classification and overall "satisfactory" (or equivalent) performance evaluations in each of the three preceding performance evaluation.

b. Retention:

The president may adjust an employee's salary via an in-range progression to address a retention issue caused by an employee having received a bona fide offer of employment from another employer.

Where the request is based on the employee having received a bona fide offer of employment from another employer, Human Resources shall review the application expeditiously.

c. Equity

(a) Internal Equity: An in-range progression may be considered where employees within the same classification performing substantially similar work are receiving different rates of pay than other employees on campus. An internal equity analysis will consider job related factors of an employee as compared to other employees within the same classification performing substantially similar work.

(b) External Equity: An in-range progression may be considered where market data establishes that individuals employed outside the campus performing substantially similar work are receiving higher salaries than those employed on the campus. An external equity analysis will consider total compensation and job related factors of an employee as compared to other external employee groups performing substantially similar work.

In determining whether or not to grant an in-range progression under this provision, campuses may consider whether or not the existence of external market differential in salaries for employees performing substantially similar work is negatively impacting the campus' ability to recruit and retain individuals within the classification.

d. Assigned application of enhanced skill(s)

At the Appropriate Administrator's request, or as part of a pre-approved training plan, the employee has within 12 months of the date of the request

- (i) Obtained new or enhanced skills; or
- (ii) Obtained a new license/certification; or
- (iii) Renewed an existing license/certification

AND

- (iv) The new or enhanced skills and/or license/certification is essential to the position and consistent with the current classification standards, and

- (v) The employee is being assigned work that requires the utilization of the new/enhanced skills and/or license/certification on a regular basis.

A routine renewal of a license/certificate shall not warrant the award of an in-range progression under this provision unless the renewal is done at the request of the appropriate administrator and the employee has not previously received an in-range progression in respect of this license/certificate.

e. Performance

To be eligible, the employee must have received a better than overall "satisfactory" (or equivalent) rating in at least three consecutive performance evaluations, and have not received an in-range progression for performance in the prior three years.

f. Out-of-classification work that does not warrant a reclassification

Additional duties and/or responsibilities have been added to the position that increase the complexity or scope but do not warrant a reclassification. Changes to the job must be substantial and on-going.

g. Increased workload; and

- h. New lead work or new project coordination functions given to an employee on an on-going basis by an appropriate administrator where the classification standard/series do not specifically list lead work as a typical duty or responsibility.

24.8 In-range progression review of employee requests shall be completed within ninety (90) days after the request is received in Human Resources. If an employee receives a denial of request for an In-range Progression under this Article, then the campus shall provide the employee with a written reason for the denial.

24.9 Each campus shall develop procedures for an in-range progression consistent with this Article. Any changes to campus procedures shall be noticed to Teamsters Local 2010

prior to implementation and be subject to the meet and confer process where the union subsequently requests to meet and confer over the proposed changes.

- 24.10 The decision of the President, made in accordance with this provision, regarding the award of an in-range progression shall be final and shall not be subject to Article 9 (Grievance Procedure).
- 24.11 The union may, within 30 days of the employee receiving written notification of the IRP denial, file an appeal to an Umpire selected by the parties for the purpose of hearing such appeals. The grounds for the appeal shall be strictly limited to whether or not the decision was made "in accordance with this provision" pursuant to Articles 24.9 and 24.11.
- 24.12 A decision is made "in accordance with this provision" if the procedural requirements of this Article have been complied with, and the decision itself is not arbitrary or capricious. The Umpire should not substitute the Umpire's opinion for that of the President. A decision of the President should not be disturbed unless it is proved by the Appellate to have been made on an arbitrary or capricious basis. A decision is arbitrary and capricious only if it is made on unreasonable grounds, or without any proper consideration of the circumstances of the employee's IRP request.

Umpire Procedure

- 24.13 ~~Within 30 days of ratification~~ **If an umpire vacancy occurs,** the parties shall select one arbitrator from the current arbitration panel to act as the Umpire for IRP appeals. If the parties are unable to agree on an Umpire, the Umpire shall be selected by strike from the names of arbitrators on the current panel who are willing to serve in this capacity. First strike shall be determined by the toss of a coin. The issue will be determined by the Umpire following the submission of written briefs, on a briefing schedule to be determined by the Umpire. There shall be no oral hearing. The Umpire's decision shall be issued in writing within 21 days of the submission of the briefs, and shall set forth the Umpire's findings, reasoning, and conclusions on the sole issue of whether or not the decision was made in "accordance with this provision" pursuant to Articles 24.9 and 24.11.
- 24.14 If the Umpire determines that the decision was not made "in accordance with this provision", the application will be returned to the campus for reconsideration at the stage at which the error was made. The umpire shall have no authority to make any award other than an order to remit the IRP request back to the campus for them to reconsider following the Umpire's written decision. The campus review will take place within 30 (thirty) days of the Umpire issuing the written decision.
- 24.15 The Umpire's decision shall be final and binding.

- 24.16 The Umpire's costs shall normally be shared equally by the parties, unless the Umpire makes a determination, on application of either party within 7 days of receiving the written decision, that there was no reasonable basis for either bringing, or defending, the Appeal. Having made that determination, the Umpire shall then order the full costs of the Appeal to be paid by the party against whom the determination was made.
- 24.17 Funds for in-range progression may come from campus funds, and/or total settlement costs resulting from bargaining between the parties on salary matters.
- 24.18 ~~Within 60 days from the ratification of this Agreement, the CSU and Teamsters Local 2010 shall meet to negotiate systemwide procedures and criteria for in-range progressions consistent with this Article. In the event that the parties are unable to reach agreement on the procedure to be adopted and/or the criteria to be applied, then the issue(s) shall be submitted to the Umpire selected in 24.12 who will choose between the two proposals. The umpire shall have no authority to add or subtract from the proposals as submitted by the parties.~~**

Performance-Based Salary Increase

- 24.19 Campuses may award salary increases for meritorious performance from campus funds at any time. These salary increases may be in the form of permanent increases to salary rates or one-time bonuses. However, in no case may an employee's salary rate exceed the maximum of the range on the salary schedule for the employee's range and classification. Such awards are solely at the discretion of the President and shall not be subject to the Grievance Procedure.

Extended Performance Increase (EPI)

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

- a. To be eligible for an EPI, the employee's overall performance must have been satisfactory for the previous three (3) years, as evidenced by an overall performance evaluation rating of satisfactory or better, and have no disciplinary actions received in the past three (3) years which remain in the personnel file.
 - b. In addition to these performance requirements, the employee must have completed an anniversary of continuous CSU employment at a fifty (50) percent or more timebase at the employee's 3rd, 6th, 10th, 15th, 20th, 25th, 30th, 35th, 40th, etc. years) of qualifying pay periods and qualifying months of service at the CSU, as defined in Articles 16, 18, and 19 and below in this provision. For the purposes of this provision, any month in which the employee was not in pay status for at least eleven (11) days in the pay period is considered a break in the continuous service requirement.
 - c. A year of required service for a ten (10) month or 10/12 employee is the completion of twelve (12) pay periods and ten (10) qualifying months of service. A year of required service for an eleven (11) month or 11/12 employee is the completion of twelve (12) pay periods and eleven (11) qualifying months of service. A year of required service for a twelve (12) month employee is the completion of twelve (12) pay periods and twelve (12) qualifying months of service.
 - d. Employees who believe they are eligible for an EPI based on service at another campus shall notify in writing the campus Human Resources Office of such service.
- 24.22 Upon determination by the appropriate administrator, the EPI shall be authorized in writing. Upon request of an employee denied an EPI, a meeting shall be arranged within seven (7) days of the request with a representative of the President for the purpose of reviewing such a denial. The employee may be represented at this meeting. The denial of an EPI shall not be subject to Article 9, Grievance Procedure. An employee who meets the service requirements for an EPI in accordance with provision 24.8 and is denied an EPI shall remain eligible for reconsideration on an annual basis, if EPIs are funded in subsequent years.

Classification Changes

- 24.23 When an employee moves to a classification in a lower salary group, the appropriate rate in the salary range shall be determined by the President, except that in no case shall the new salary exceed the rate received in the higher classification or the maximum rate of the lower classification. Determination of the appropriate rate in such cases shall be made

by using the same criteria as would be used for an initial appointment to that classification and by considering past PSIs, if any.

- 24.24 When an employee moves to a classification within a salary group, the appropriate rate in the new classification shall be determined by the President. There is no requirement to increase the employee's rate of pay unless it is below the minimum of the new classification, in which case it must be increased to at least the minimum of the new classification.
- 24.25 When an employee moves without a break in service to a classification in a higher salary group, the appropriate rate in the salary range shall be determined by the President. The new rate in the higher salary group shall be at least five (5) percent higher than the employee's previous rate, except that the new rate may not exceed the maximum of the range.

Payment Above the Maximum

- 24.26 A payment above the maximum of the salary range for a class may be granted by the President when an employee moves to a class with a lower salary range.
- 24.27 If a payment above the maximum is granted, the employee shall retain either the salary currently being paid or a salary twenty-five (25) percent above the maximum salary of the lower class, whichever is less. The employee shall remain at that salary rate until the maximum salary of the lower class equals or exceeds the payment above the maximum rate or until the authorized time period for maintaining the payment above the maximum rate expires, whichever occurs first.
- 24.28 During the period of time an employee's salary remains above the maximum salary for the class, the employee shall not receive further salary increases, including GSIs or PSIs, except in cases of promotion.
- 24.29 A payment above the maximum shall not exceed twenty-five (25) percent above the maximum of the salary range of the class to which the employee is moving. An employee may retain a payment above the maximum for up to five (5) years.
- 24.30 Payment above maximum shall not be authorized for an employee when:
- a. an employee, for personal convenience, requests voluntary demotion;

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

24.31 An employee who was compensated at a salary rate above the maximum prior to a permanent separation will not be entitled to a payment above the maximum upon his/her return to work. Also, the authorization for a payment above the maximum shall be canceled if the employee refuses an offer of appointment to a position at the campus in a class at a salary level equivalent to the original classes from which the employee was moved.

Cost Savings/Staffing Committee

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

Shift Differential

24.33 There are three (3) shifts: day, swing, and graveyard. The day shift includes the hours between 6:00 a.m. to 6:00 p.m. The swing shift includes the hours between 6:00 p.m. and midnight. The graveyard shift includes the hours between midnight and 6:00 a.m.

24.34 Employees who work four (4) or more hours in the swing shift shall be paid a shift differential of one dollar and thirty cents (\$1.30) per hour for the employee's entire shift.

24.35 Employees who work four (4) or more hours in the graveyard shift shall be paid a shift differential of two dollars and thirty cents (\$2.30) per hour for the employee's entire shift.

24.36 To receive a shift differential, an employee must be assigned hours of work of which at least four (4) hours are within a regularly scheduled swing or graveyard shift.

Sunday Pay Differential

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

Asbestos and Hazardous Material Handling Pay Differential

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

Asbestos Training and Hazardous Material Handling Certification Allowance

- 24.39 Employees who have been required by the CSU to undergo training in either asbestos abatement and handling or in hazardous materials handling as defined in 24.37 shall be paid an allowance of two hundred and fifty dollars (\$250). Payment shall be made within thirty (30) days after the demonstrated completion of such training and the certification, if required, for the performance of such work.
- 24.40 Employees who have been required by the CSU to undergo training in order to maintain or renew the certifications described in provision 24.38 above shall be paid an allowance of two hundred and fifty dollars (\$250). Payment shall be made within thirty (30) days after the demonstrated completion of such training and the subsequent renewal of such certification.
- 24.41 For the purpose of provisions 24.38 and 24.39 above, training in either asbestos abatement and handling or in hazardous materials handling must be either EPA-certified or CAL-OSHA approved.

Backflow Testing and Water Treatment Operator Allowances

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

Welding Certification

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

High Voltage Stipend

- 24.46 Qualified high voltage electricians approved by the Director of Plant Operations or appropriate administrator shall be paid an annual stipend of four hundred and fifty dollars (\$450.00).
- 24.47 A qualified high voltage electrician for the purposes of this Agreement is a person who has:
- a. a minimum of two years of electrical training and experience with high voltage electrical infrastructure designed to operate over 600 volts;
 - b. demonstrated by performance familiarity with the work to be performed and the hazards involved; and
 - c. successfully completed the following training by an authorized OSHA Training Institute (OTI) Education Center:

1. Core Safety Training;
2. Advanced Electrical Safety and Lockout/Tagout training; and
3. Hazardous Electrical High Voltage training.

24.48 Payment shall be made within thirty (30) days after the CSU/appropriate administrator Director of Plant Operations or Appropriate Administrator has evaluated and determined that the employee has demonstrated that they are ~~he/she is~~ a qualified high voltage electrician.

24.49 The decision whether to request employees to obtain certification and training as a qualified high voltage electrician is at the sole discretion of the CSU and is thus neither grievable nor arbitrable. Where the CSU requires such certification and training, the CSU will pay for the OTI training.

Critical Skills Bonus Plan

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

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

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

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

- 24.51 The decision whether to request employees to obtain or renew such a certification is at the sole discretion of the CSU and is thus neither grievable nor arbitrable. Where the CSU requires such certification and training, the CSU will pay for the training.
- 24.52 Payment for the initial certification and any and all renewal certifications thereafter shall be made within thirty (30) days after the Director of Plant Operations or appropriate administrator has evaluated and determined that the employee received or renewed the certification from a preapproved training program.
- 24.53 Employees who are required by the CSU to renew a certification as described in provision 24.49, above, shall be paid a bonus of two hundred and fifty dollars (\$250).

Emergency Pay

- 24.54 When the President determines it is necessary to close the campus because of an emergency situation or condition and other employees are sent home on paid administrative leave, an employee that volunteers, is asked or is assigned by the appropriate administrator to continue working at the campus where the emergency exists, shall receive "Emergency Pay."
- a. The term "emergency" as used in this provision means a sudden, unexpected happening; an unforeseen occurrence or condition requiring immediate action, including, but not limited to a natural disaster, act of terrorism, or threat to campus health, safety or property.
 - b. "Emergency Pay" is compensation for the hours worked by the designated employees during their normal shift while the campus is closed during the administrative leave period.
 - c. "Emergency Pay" is a premium payment (exclusive of the employee's regular pay), paid at one times the employee's straight time rate of pay for each hour worked during the emergency when the campus is on administrative leave. At the discretion of management, emergency pay may be awarded as cash or CTO. If paid as cash, the payment must be paid at the employee's straight time rate. If credited as CTO, the hours credited must be on a straight time basis.
 - d. Time worked while receiving "Emergency Pay" are regular hours worked during their normal shift within the forty (40) hour workweek period.

- e. The emergency pay premium will also be paid for any hours worked on an overtime basis during the emergency when the campus is on administrative leave.
- f. Premium pay received as emergency pay for hours worked during the employee's regular shift and when on an overtime basis shall be includable compensation for the purposes of determining the regular rate of pay for the payment of overtime.
- g. Employees on paid time off (i.e., Sick Leave, Vacation, Personal Holiday) when the emergency is declared who are not called back to work shall remain on such paid time off status and will not receive administrative leave pay or emergency pay.

10/12 and 11/12 Pay Plans

- 24.55 Probationary and permanent employees shall be eligible to request participation in the 10/12 or 11/12 pay plan.
- 24.56 The assignment of an eligible employee into the 10/12 or 11/12 pay plan and the yearly schedule shall be by mutual agreement of the appropriate administrator and the employee. Final approval by the President is required prior to employee participation in the 10/12 or 11/12 pay plan.
- 24.57 Withdrawal from participation in the 10/12 or 11/12 pay plan and return to a twelve (12) month annual work year may be requested by an employee in accordance with campus procedures. When operational needs require, the appropriate administrator may request an employee on the 10/12 or 11/12 work plan return to a twelve (12) month annual work year. In both instances, the employee and appropriate administrator shall attempt to reach mutual agreement regarding the request. In the absence of mutual agreement, the President shall make a final determination, provided that an employee be given at least twelve (12) months notice of their ~~his/her~~ return to a twelve (12) month annual work year.
- 24.58 An employee participating in the 10/12 or 11/12 pay plan shall receive his/her (10-month or 11-month) annual salary in twelve (12) salary warrants and appropriate benefits on a twelve (12) month basis.
- 24.59 An employee moving from a twelve (12) month status to the 10/12 or 11/12 pay plan shall retain his/her salary anniversary date.
- 24.60 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.

CSU #1B
06/30/2022

- 24.61 Ten (10) months or eleven (11) months of service by an employee in the 10/12 or 11/12 pay plan shall constitute one (1) year of service for employment status matters, EPI and retirement.
- 24.62 Approval and denial of employee requests by the President as specified in provisions 24.54 through 24.60 shall not be subject to Article 9, Grievance Procedure.

ARTICLE 25

BENEFITS

Health

- 25.1 Eligible employees and eligible family members as defined by CalPERS shall continue to receive health benefits offered through the CalPERS system for the life of the agreement. Payment for these benefits shall be based on rates established by the CalPERS for participating members. The employer contribution shall be based on the current formula as provided in Government Code Section 22871. The employer contribution based on the current formula provided in Government Code 22871 shall be supplemented as follows:

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

Health Premium Conversion

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

Dental Care

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

Vision Care

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

Dependent Care Reimbursement

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

Health Care Reimbursement

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

Eligible Employees

- 25.7 The term "eligible employee(s)" as used in this Article shall mean an employee or employees who are appointed half-time or more for more than six (6) months. Those excluded from CSU benefit plans include Limited Hourly employees or any employee paid wholly from funds not controlled by the CSU or from revolving or similar funds from which a regular State share payment of the insurance premium cannot be made.

Eligible Family Members

- 25.8 The term "eligible family members" as used in this Article shall mean the eligible employee's legal spouse and ~~unmarried~~ children from birth to the end of the month in which the dependent children reach age twenty-six (26). An adopted child, stepchild,

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

The parties agree to extend health, dental and vision benefits to domestic partners, as defined pursuant to Section 297 et. seq. of the Family Code, Section 22867 et. seq. of the Government Code and Section 1261 of the Health and Safety Code, of benefit eligible employees in the bargaining unit. The parties further agree that the registration of domestic partners of benefit eligible employees, and all other procedures and conditions required to receive health benefits as currently set forth in CalPERS Circular Letter 200-189-04, shall also apply to the receipt of dental and vision benefits. If said CalPERS regulations are revised, Circular Letter 200-189-04 as amended will control the implementation of health, dental and vision benefits for the domestic partners of benefit eligible employees.

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

Recreational Facilities

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

Parking

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

parking fee increases which are implemented at any campus during the life of this Agreement.

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

Travel Reimbursement

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

Part-Time Employees' Retirement Plan

- 25.14 Part-time and temporary and employees who do not otherwise participate in the California Public Employees' Retirement System will be included in the California Department of Human Resources' Part-Time/Seasonal/Temporary Retirement Plan (PST), a FICA-Safe Harbor Plan, in accordance with the regulations under Section 3121(b) (7) (f) of the Internal Revenue Code. The total cost of the Plan will be paid by participating employees in the form of a seven and one-half (7.5) percent pretax reduction, in accordance with Section 414(h) of the Internal Revenue Code, from a participating employee's covered wages each pay period. The total cost for participation in the plan will be borne by the employee.

Flex Cash Plan

- 25.15 All employees eligible for either health insurance pursuant to provisions 25.1 of the Agreement, or dental insurance pursuant to provisions 25.3 of the Agreement, shall be entitled to waive health and/or dental insurance in exchange for the following monthly payments:

- | | |
|---------------------------|-----------------|
| 1. Waive medical & dental | \$140 per month |
| 2. Waive medical only | \$128 per month |

3. Waive dental only \$12 per month

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

403(b)

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

Employee Assistance Program

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

Vesting

- 25.18 Bargaining unit employees hired on or after July 1, 2018 and become members of CalPERS on or after July 1, 2018 shall receive the full portion of the CSU contribution payable for health benefits upon retirement at age 52 with at least 10 years of service credit (GC Section 22874.7). In addition, bargaining unit employees meeting these requirements shall be eligible for the full portion of the CSU contribution payable for basic dental plan (GC Section 22874.7). ~~To the extent that a change in legislation is required to implement this provision, Teamsters Local 2010 agrees to support the legislative changes necessary to give effect to this agreement.~~

ARTICLE 26

APPRENTICESHIP PROGRAM

Apprenticeship Program

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

Joint Apprenticeship Committee

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

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

Training Fund

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

Working Conditions

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

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

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

Apprentice Agreements

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

Apprentice Standards

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

Completion of Apprenticeship Program

- 26.11 Upon successful completion of CSU Apprenticeship, a CSU apprentice shall be given consideration for current open positions within the classification at their campus.

- 26.12 At the CSU's sole discretion, and within 180 days of their successful completion of a CSU Apprenticeship, any campus may appoint the former CSU apprentice to an appropriate classification with probationary or permanent status. No posting under**

CSU #1
06/27/2022

Provision 10.1 nor an interview panel under Provision 10.10 is required for such an appointment.

ARTICLE 32

DURATION AND IMPLEMENTATION

- 32.1 This Agreement shall remain in full force and effect from the date of ratification by both parties up to and including June 30, 2023~~June 30, 2022~~.
- 32.2 Negotiations for a successor agreement shall commence when the Union delivers to the CSU its proposals in writing no earlier than October 1, 2022~~August 1, 2021~~ and no later than October 31, 2022~~August 31, 2021~~.
- 32.3 Any term(s) of this Agreement which is deemed by the Employer to carry an economic cost shall not be implemented until the Employer determines that the amount required therefore has been appropriated and makes such amount available for expenditure for such purpose. If the Employer determines that less than the amount needed to implement this Agreement or any provision herein has been appropriated or makes available less than the amount needed to implement this Agreement or any provision herein, the term(s) of this Agreement deemed by the CSU to carry economic cost shall automatically be subject to the meet and confer process.
- 32.4 This Agreement may be amended or modified from time to time by mutual agreement in writing, and any such amendments or modifications shall become a part of this Agreement. All supplements to be effective must be signed by the parties.