

ARTICLE 6

CONCERTED ACTIVITIES

- 6.1 Employees shall not engage in strikes or any other concerted activity, including sympathy strikes, which would interfere with or adversely affect the operations or mission of the CSU. The Union shall play a responsible role in preventing any employee from participating in any such concerted activity and shall notify employees of such prohibitions.
- 6.2 The Union shall not promote, organize or support any strike or other concerted activity, including sympathy strikes which would interfere with or adversely affect the operations or mission of the CSU.
- 6.X1** **The Union agrees not to engage in any Unfair Labor Practice (ULP) strikes until an Administrative Law Judge has issued a proposed decision finding that the CSU engaged in an unfair labor practice following a formal hearing. The parties will jointly request expedited processing of the UPC.**
- 6.X2** **In the event the Union calls for or engages in a strike, employees will be presumed not to be performing work during the strike period unless they affirmatively notify their appropriate administrator at the start of each workday of their intent to work that day. An employee who fails to provide such notice will be treated as not having worked for that day, and compensation will be issued only for days on which the employee performs work.**
- 6.X3** **In order for an employee to utilize sick leave during any strike, a physician's statement or other appropriate verification may be required.**
- 6.3 The CSU agrees that it will not lock out any bargaining unit employee(s).

ARTICLE 12
CORRECTIVE ACTION

Investigatory Interviews (Weingarten Rights)

- 12.1 Upon the employee's request, the employee may be represented at an investigatory interview if the employee reasonably believes that disciplinary action may result. Prior to the interview, the employee shall be informed of the general nature of the matter being investigated. The employee may request to consult with their representative, if any. The right to representation does not apply to meetings held exclusively to inform an employee of a previously made disciplinary decision unless the CSU proposes to discuss or modify the disciplinary decision. If the representative an employee requests is unavailable, the employee may request alternate representation. The CSU is not obliged to postpone the interview, nor to suggest or secure the alternate representation; however, the employee shall not be required to answer any questions without a representative present, unless the employee voluntarily chooses to do so. At its discretion, the CSU may decline to hold any interview if the employee requests representation.

Reprimands

- 12.2 As used in this Article, the term "reprimand" shall refer to any written communication from an Appropriate Administrator to an employee that criticizes or otherwise comments negatively upon the personal/professional conduct and/or job performance of the employee if that written communication is placed in the official personnel file. Performance evaluations or notices of performance expectations or rules and regulations do not constitute a reprimand.
- 12.3 An employee may receive from an Appropriate Administrator an oral and/or written reprimand. Reprimands shall be provided in a timely and confidential manner.
- 12.4 Within thirty (30) days of the issuance of the reprimand, an employee may request a conference with the Appropriate Administrator who issued the reprimand to discuss the reprimand. Such a request shall not be unreasonably denied. The employee may be represented at such a conference by another employee or a Union Representative.
- 12.5 A written reprimand shall be placed in the official personnel file of the affected employee and shall be subject to Article 11, Personnel File. The employee shall be provided with a copy of a written reprimand. An employee may appeal the decision to place a written reprimand in their personnel file to the President within five (5) days after the conference held pursuant to 12.4 above. The President may hold a meeting with the employee and their representative, if any. Within ten (10) days of the meeting, or ten (10) days of the receipt of the appeal, if no meeting was held, the President shall provide a written response to the employee.

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

Rebuttal to Reprimand

- 12.7 An employee shall have the right to attach a rebuttal statement to a written reprimand in their official personnel file.

Removal of Reprimand from Personnel File

12.8 Upon the employee's written request to the Human Resources Office and three (3) years from its effective date, a reprimand in the personnel file shall be permanently removed. Such a request shall be promptly honored and a statement verifying the permanent removal of the reprimand shall be provided to the employee. Neither the employee's request for such a removal, nor the statement verifying the removal, shall be placed in the employee's personnel file. **If a notice of disciplinary action has been served on the employee and such a reprimand is related to the disciplinary action, this provision shall not be implemented. This provision shall not apply if the employee has related written reprimands or discipline, or the written reprimand is related to workplace violence, discrimination, harassment or retaliation.** Nothing in this provision shall prohibit earlier removal of the reprimand.

Temporary Suspension with Pay

- 12.9 The President may temporarily suspend with pay an employee for reasons related to (a) the safety of persons or property, (b) the prevention of the disruption of programs and/or operation, or (c) investigation for formal notice of disciplinary action.
- 12.10 The President shall notify the employee of the immediate effect of a temporary suspension.
- 12.11 The President may terminate or extend a temporary suspension and shall notify the employee of any such extension and the anticipated completion date of the investigation, in writing. Notice may be provided by fax, email or regular mail, in addition to certified mail.
- 12.12 Temporary suspension shall not be subject to Article 7, Grievance Procedure, unless the grievant alleges the terms of this Agreement have been violated, misinterpreted, or misapplied.

ARTICLE 14
VACATIONS AND HOLIDAYS

Vacations

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

Vacation Accrual

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

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

14.3 Intermittent employees earn vacation credit in accordance with HR/Leaves 2014-02 or in any superseding Technical Letter, if applicable.

Vacation Credits

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

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

14.6 Vacation credits are cumulative to a maximum of three hundred and twenty (320) working hours for ten (10) or less years of qualifying service or four hundred and forty (440) working hours for more than ten (10) years of such service. Accumulation in excess of this amount as of January 1 of each year shall be forfeited by the employee. An employee shall be permitted to carryover more than allowable credits when the employee was prevented from taking enough vacation

to reduce the credits because the employee (1) was required to work as a result of fire, flood, or other extreme emergency; (2) was assigned work of priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; or (4) was prevented from using vacation previously scheduled to be taken in December because of being on paid sick leave.

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

Vacation Requests

- 14.8 Based upon the operational needs of the campus, vacation schedules shall be determined by the Appropriate Administrator. Requests for scheduling vacation shall ordinarily be submitted in writing to the Appropriate Administrator at least thirty (30) days in advance. Vacations shall be scheduled and taken only as authorized by the Appropriate Administrator. If a conflict in vacation requests arises, the Appropriate Administrator shall give consideration to the employee(s) with the most seniority, provided that operational needs are met.

Once approved in writing, vacations shall not be rescinded without the mutual consent of the employee and the Appropriate Administrator, except in cases of emergency as determined by the Appropriate Administrator.

In all cases the Appropriate Administrator shall respond in writing, either approving or denying the request. The response shall be provided as soon as possible, but no later than fourteen (14) days after the submission of the employee's written request. If the Appropriate Administrator has not provided a response to an employee's vacation request within fourteen (14) days, the employee may elevate their request to the next level Appropriate Administrator. The next level Appropriate Administrator shall respond in writing, either approving or denying the request. The response shall be provided as soon as possible, no later than seven (7) days after employee's elevation of the request. **Upon request, the appropriate administrator shall provide the employee with a written explanation of the reason(s) for the denial.**

Requests with less than thirty (30) days' notice for vacation shall be submitted in writing to the Appropriate Administrator who will determine whether or not to approve or deny the request based on the operational needs of the campus. Submission with less than thirty (30) days' notice shall not, by itself, be a basis for denying the vacation request. If the request requires an immediate determination, then the decision may be communicated orally to the employee, and thereafter confirmed in writing within seven (7) days of the date of the oral response.

- 14.9 Whenever an employee's accrued vacation amount will exceed or has exceeded the maximum accrual by the end of the calendar year as a result of the denial of one or

more requests by the employee to schedule and use vacation in the last quarter of the calendar year, the following procedure shall apply:

- a. The employee shall submit a vacation request for the use of the excess vacation and the Appropriate Administrator shall respond to the request within ten (10) working days.
- b. In the event that the request has not been granted within the ten (10) day period, the employee and the Appropriate Administrator shall attempt to reach mutual agreement on alternative dates on which to use the excess vacation.
- c. If the employee and the Appropriate Administrator are unable to reach agreement, the employee may suggest three (3) alternative, non-overlapping periods of vacation time to be completed no later than June 30 of the new calendar year to utilize the excess vacation. The Appropriate Administrator shall agree to one of the three (3) scheduling options submitted by the employee.
- d. If the employee fails to submit the three (3) scheduling options for use of the excess vacation, the Appropriate Administrator will direct the use of vacation on days to be determined by the Appropriate Administrator.

Lump Sum Payment

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

Holidays

- 14.11 The holidays designated in this Article are intended to be a day off of a regularly scheduled workday, except as provided in provision 14.16. The amount of time an employee has off for the Holiday without a loss in pay shall be the number of hours the employee is normally scheduled to work.
- 14.12 The following paid holidays, except as provided in Provision 14.14 below, shall be observed on the day specified:
- a. January 1
 - b. Third Monday in January (Martin Luther King Jr. Day)
 - c. March 31 (Farmworkers Day ~~Cesar Chavez Day~~)
 - d. June 19 (Juneteenth)

- e. July 4
- f. First Monday in September (Labor Day)
- g. November 11 (Veteran's Day)
- h. Thanksgiving Day
- i. December 25
- j. Any other day designated by the Governor for a public fast or holiday.

14.13 The paid holidays listed in this provision shall be observed on the day specified unless they fall on a Saturday or Sunday, or are rescheduled for observance on another day by the President.

- a. Third Monday in February (Washington's Birthday)
- b. February 12 (Lincoln's Birthday)
- c. Last Monday in May (Memorial Day)
- d. Admission Day
- e. Second Monday in October (Columbus Day)

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

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

- a. An employee scheduled to work on the day a holiday is officially observed, except as provided in provision 14.16 (b), shall be entitled to the holiday. The number of hours of the holiday shall be determined by the hours the employee is normally scheduled to work on the day the holiday is observed.
- b. If an employee is on a compressed work schedule or an alternate work schedule and the holiday is observed on a non-workday, the employee shall be entitled to a day equal to their normal workday. This holiday must be used on the employee's next work day, subject to the operational needs of the campus, or within one hundred and eighty (180) days after the holiday was observed.
- c. If an employee has been unable to take their holiday within one hundred eighty (180) days due to operational need, the employee shall be paid for the holiday.

14.16 An intermittent employee is entitled to holiday pay based on the number of hours worked in the month the holiday is observed in accordance with HR/Leaves 2014-

02, or in any superseding Technical Letter, if applicable, in accordance with the following table:

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

- 14.17 An employee on a leave of absence without pay or in other non-pay status on a day a holiday is officially observed shall not be entitled to the holiday.
- 14.18 If a holiday falls on a scheduled workday during an employee's vacation or within a period of absence chargeable to sick leave, the holiday will not be charged to sick leave or vacation time.
- 14.19 A campus yearly calendar, including campus Holiday closures of the campus, shall be provided to the employees at least thirty (30) days before its effective date.
- 14.20 An employee shall be permitted to use accrued vacation or their Personal Holiday if the President closes the campus and there is an insufficient number of holidays scheduled to be observed during the closure. Employees eligible for CTO may use accrued CTO during periods of campus closure.
- 14.21 Should an employee not have vacation accrued, sufficient CTO balance or Personal Holiday to cover the scheduled days of closure, they shall be provided sufficient work prior to the scheduled closure to prevent any loss of pay or benefits. Such time worked shall be in accordance with Article 19, Overtime.
- 14.22 Employees, including cruise employees, who are in an academic year appointment are entitled to all days designated in the campus academic calendar as academic holidays, or any other day designated by the Governor for a public fast or holiday. If the timebase is less than full-time, this provision will be applied on a pro rata basis.

Personal Holiday

- 14.23 An employee is entitled to one (1) Personal Holiday which must be taken on one (1) day during the calendar year. If the employee fails to take the Personal Holiday before the end of the year, the holiday shall be forfeited. The scheduling of the

holiday shall be by mutual agreement of the employee and the Appropriate Administrator.

Holiday Work Compensation

- 14.24 A full-time employee who works on the day a holiday is officially observed shall be compensated at their overtime rate on an hour-for-hour basis for all hours worked on the holiday. Such compensation shall be in cash or CTO, as determined by the President. This provision shall apply pro rata to less than full-time employees. Employees not eligible for overtime as listed in Appendix C shall receive time off earned at the straight time rate.
- 14.25 When a holiday is observed pursuant to Provision 14.15 and an employee is not scheduled to work on the day the holiday is observed, but is required to work on the calendar date of such a holiday, they shall only receive holiday work compensation for time worked on the calendar date of the holiday. Such compensation shall be provided pursuant to Provision 14.24~~5~~, Holiday Work Compensation, of this Article.

ARTICLE 19

OVERTIME

Overtime Compensation

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

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

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

19.3 Overtime shall be compensated in cash or in compensatory time off (CTO) as determined by the President and shall be paid only as provided in Appendix C of this Agreement, consistent with the provisions of the Fair Labor Standards Act (FLSA). The salary stipend (provisions 20.29-20.31) shall be included in base wages for determining compensation for overtime earned during the stipend period. Employees eligible to receive overtime shall be compensated at the rate of one and one-half times their hourly straight time rate.

19.4 Overtime shall be authorized and assigned by the Appropriate Administrator.

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

- a. Take the time off at the beginning of the next work shift; or
- b. Take the time off at the end of the shift; or
- c. Work the entire shift; or

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

If the employee takes the time off at the beginning or end of the shift pursuant to 19.5 (a) or (b) above, the employee has the option of using any accrued leave credits for the hours missed or taking off the hours missed as noncompensable time off the clock and, therefore, reducing the number of hours worked pursuant to provision 19.1.

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

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

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

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

Compensatory Time Off (CTO)

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

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

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

- 19.12 Upon request of the employee, the Appropriate Administrator shall provide an accounting of the employee's CTO balance.
- 19.13 When an employee is separated from service, the employee is entitled to a lump-sum payment for any earned CTO by reason of previous overtime worked.
- 19.14 Overtime eligibility and overtime rates shall be by classification. Such eligibility and overtime rates by classification are listed in Appendix C and incorporated by reference.

Extended Work Hour Meal Allowance

- 19.15 When an employee is required to work two (2) or more hours before or after a regularly scheduled workday, the employee may claim the cost of each meal up to the maximum of fifteen (15) dollars. All claims for extended work hour meal reimbursements must be supported by a receipt and shall be submitted within thirty (30) calendar days. The time taken to consume the meal will not be included in the computation of extended work hours for the purpose of this allowance.

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

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

Call-Back

- 19.17 Call-back work is work performed at a time outside of and not continuous with an employee's regular work schedule. A non-exempt employee called back to work shall receive no less than three (3) hours pay at the overtime rate unless such call-back is within three (3) hours of the beginning of the employee's next shift, in which case the employee shall only be paid for the hours remaining before the beginning of the employee's next shift.
- 19.18 An employee may be called back to work at the discretion of the Appropriate Administrator. The Appropriate Administrator shall endeavor to assign call-back work on a volunteer basis. If no volunteers are available, or in an emergency situation, the employee who is called back shall be required to work.

- 19.19 When it is necessary for exempt employees to be called back to work, the Appropriate Administrator shall authorize informal adjustments in their work hours.

On-Call Time

- 19.20 On-call time is time outside of an employee's regular work schedule but during which an employee must be available to report to work if deemed necessary by the Appropriate Administrator. On-call time is not compensable. If an on-call employee is contacted by an Appropriate Administrator for the purpose of performing work, then Provisions 19.17 - 19.19 shall apply.
- 19.21 When the CSU determines that an employee shall be placed on call, the employee may use the employee's on-call time for the employee's own purposes, subject to the employee being reachable by leaving a telephone and/or text number where the employee can be contacted while on call. If contacted by the Appropriate Administrator, the employee shall report to work within a reasonable period of time. On call assignments shall not be unreasonably assigned.