

ARTICLE 3

MANAGEMENT RIGHTS

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

Contracting Out

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

Long-Term Contracting Out

- 3.3 Long-term contracting out shall mean contracting out work which is more than one hundred eighty (180) days.
- 3.4 The CSU shall notify the Union when contracting out is to be on a long-term basis for an initial long-term contract. Notice to the Union shall be no later than one hundred twenty (120) days prior to the commencement of long-term contracting out.
- 3.5 In emergency circumstances, when the University enters into a contract under which long-term contracting out will commence in less than forty (40) days, when possible, notification shall be made two (2) weeks prior to implementing the contract, but in no event later than ten (10) working days after commencement of the long-term contracting out.
- 3.6 The Union may request to meet and confer on the impact of long-term contracting out work within 30 days of receiving notice from the CSU. The CSU and CSUEU shall schedule a meet and confer for this purpose within thirty (30) days of such a request.

Successor Contracts

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

Contracting Out Information

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

ARTICLE 5
UNION RIGHTS

Use of Facilities

- 5.1 Upon request of the Union, the CSU shall provide at no cost adequate facilities not otherwise required for campus business for union meetings that may be attended by employees during non-worktime.
- 5.2 The Union shall bear the cost of all campus materials and supplies incident to any union meeting or union business conducted on campus.

Campus Communication

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

Bulletin Boards

- 5.4 The Union shall have the use of an adequate number of designated bulletin boards for the posting of union material. Such bulletin boards shall be visible, accessible to employees, and in areas frequented by employees.
- 5.5 A copy of union material posted on bulletin boards and union material intended for general distribution to employees through campus mail service shall be provided in a timely manner to the Appropriate Administrator. The Union shall exercise responsibility for the content of such union material.

Union Business

- 5.6 Union business involving employees shall be conducted during non-worktime except as provided for elsewhere in this Agreement. Union business shall not interfere with the campus programs or operations.
- 5.7 As a courtesy, the Appropriate Administrator shall be notified of the presence of a Union Representative who is not a campus employee either upon their arrival at the campus or by telephone in advance of arrival. As a courtesy, upon such notification, the Appropriate Administrator shall provide such a Union Representative with a daily parking pass at no cost to the Union.

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

Employee Lists

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

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

Release Time for Union Business

- 5.11
- a. The CSU shall provide release time for up to ten (10) people employed by the CSU for each scheduled meet and confer session. Normally, the Union shall provide the Office of the Chancellor and the relevant campus(es) with the names of the employees for whom release time is being requested at least seven (7) working days prior to the commencement of the meet and confer session(s). Additional release time shall be provided on an individual basis to meet special needs related to transportation and work schedules. Upon the Union's request, such additional release time may include granting no more than one (1) additional day prior to the scheduled meet and confer session for an employee whose workday ends between midnight and 6:00 a.m. The parties may mutually agree to provide release time for bargaining unit members to caucus upon request by CSUEU. Upon request an employee on the bargaining team on swing or graveyard shift shall be reassigned to the day shift for the duration of bargaining.
 - b. Up to seven (7) employees designated by CSUEU shall be provided with release time to attend Board of Trustees meetings. Such requests shall be submitted to the Office of the Chancellor and the relevant campus(es) Human Resources Office at least seven (7) working days prior to the Board of Trustees meetings in order to minimize the impact on campus operations and to arrange the appropriate release time.

- c. Upon request of the Union, the President may authorize an unpaid leave of absence for any Union Representative for up to one year for union business. Such request shall be submitted to the Office of the Chancellor, with a copy sent to the relevant campus(es). Such leave shall not be unreasonably denied and, if granted, shall conform to Article 16, Leaves of Absence Without Pay.
- d. The CSUEU and the CSU agree that an annual allotment of five hundred seventy-six (576) days will be available, as requested by CSUEU Headquarters, for use by employees of Bargaining Unit 2, 5, 7 and 9 provided that all the requirements of Provision 5.6 are met.
 1. The allotment of five hundred seventy-six (576) days will be used on a fiscal year basis from July 1 through June 30 of each year of the Agreement. Any days that both parties agree are unused at the end of the fiscal year become available for use of CSUEU in accordance with the requirements of this provision.
 2. CSUEU Headquarters shall submit to the CSU thirty (30) working days in advance of the first date of leave requested the names of the Union Representatives at each campus who shall be eligible for such leave.
 3. Requests for release time under this provision shall be submitted in writing by CSUEU Headquarters to the CSU Headquarters, with a copy to the relevant campus(es). The request shall be submitted to CSU Headquarters, with a copy to the relevant campus(es), at least seven (7) working days in advance of the requested time off. Any request not received seven (7) working days in advance shall be deemed denied. Once a request is submitted, it will normally not be changed. The Union will notify the CO within thirty (30) days if the approved leave is not used. Leave requests that are not used shall be restored to the 5.11 (d) pool.
 4. The campus shall grant such requests, provided operational needs are met. If release time is denied, the campus shall provide a written explanation of the reason(s) for the denial.
 5. CSUEU shall provide to the CSU a quarterly report of leave used under this provision. The report shall be submitted by the end of the month following the end of each quarter (April 30, July 31, October 31, and January 31). Each campus will also submit to the Office of the Chancellor a list of the leave used on their campuses under this provision by the same deadline.
 6. The Office of the Chancellor will work with CSUEU to reconcile any discrepancies.

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

Union Leave

- 5.13 Upon written request of normally not less than seven (7) working days from the Union to the Office of the Chancellor, the CSU shall grant a union leave without loss of compensation to any Union Representative, **provided operational needs are met.** CSUEU shall provide a copy of the request to the relevant campus(es).
- a. Such a leave may be partial or full-time and shall not be less than one (1) day for exempt employees and shall be on an hour for hour basis for non-exempt employees. No leave may be more than one (1) year in duration. An employee on such a leave shall continue to earn service credit and retirement credit. An employee on such a leave shall have the right to return to their former position upon expiration of the leave. Such a leave shall not constitute a break in the employee's continuous service for the purpose of salary adjustments, sick leave, vacation or seniority.
 - b. The CSU shall be reimbursed by the Union for all compensation paid the employee on account of such leave plus forty-two percent (42%) for incidental costs. Within ninety (90) days of the date the release time was taken, the CSU shall submit to the Union an itemized billing.
 - c. Reimbursement by the Union shall be made no later than thirty (30) working days after its receipt of the CSU certification of payment of compensation to the employee.
 - d. Such a union leave in accordance with this Article shall also be provided to a bargaining unit employee upon becoming a Statewide CSUEU Officer, to a maximum of three Statewide Officers systemwide.
- 5.14 Each campus shall provide CSUEU Headquarters with a static email address for the purpose of requesting release time and union leave (e.g., csueu.leave@campusdomain.edu). CSUEU will be notified before any changes are made to this address.
- 5.15 An employee shall not suffer reprisals for participation in union activities, including, but not limited to, filing and processing grievances or complaints under Articles 7 and/or 8 of this Agreement.

Union Orientation

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

~~CSUEU and CSU will meet within thirty (30) days of ratification to negotiate the implementation of AB 119 regarding Chapter 11.5, Public Employee Communication. Nothing in this Article is intended to supersede AB 119.~~

Union Security

- 5.17 ~~The CSU agrees to advise~~ Pursuant to Government Code Section 1153 and as authorized by HEERA, the State Controller's Office (SCO) ~~to~~ shall deduct from employee's pay warrants and transmit to CSUEU all authorized deductions from all CSUEU members within the bargaining units (2, 5, 7 and 9) who have signed and approved authorization cards for such deduction on a form provided by CSUEU, less necessary administrative costs incurred by the SCO to the extent such deductions are permitted by law.

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

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

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

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

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

Office Space

- 5.23 Upon request of CSUEU, the CSU may provide appropriate office space to the Union. If such office space is provided, rental charges for the duration of this agreement shall be one dollar per year for each office provided.

ARTICLE 9
EMPLOYEE STATUS

Appointment

9.1 Campus position vacancies for CSUEU-represented classifications shall be posted for fourteen (14) days on the campus electronic website and on appropriate bulletin boards. Campus position vacancies shall include the classification title, skill level, description of primary duties, desirable experience, minimum qualifications, preferred qualifications (when applicable), salary range or sub-range applicable to a skill level, targeted salary range (if any), specialized skill (if any), and procedures to be followed by applicants applying for such vacancies. Desirable experience, preferred qualifications and specialized skills shall be related to the classification of the position and/or the duties of the position.

9.2 At the discretion of the campus;

a. position vacancies may be posted only on the campus for campus applicants.

b. **qualified candidates from a single recruitment may be considered for multiple vacancies in the same classification for up to 12 months.**

c. **recruitment announcements may include multiple classification levels within a classification series, with appointment made at the level appropriate to the selected candidate's qualifications and experience.**

9.3 An employee who believes they are qualified for a vacant position at a CSU campus or the Chancellor's Office may apply for such position within the specified application period.

An employee may submit, along with an application, a statement regarding their experience and service within the CSU. Such a statement shall be a part of the employee's application. CSU documents regarding any meritorious service by the employee at the CSU may also be submitted by the employee with an application.

It shall be the policy of the CSU to fill bargaining unit campus position vacancies as set forth in provision 9.1 from among qualified CSUEU-represented employees currently employed at a campus. This section does not apply to employees who have served in temporary emergency positions for ninety (90) days or less, as described in Section 9.9.

The President may appoint outside applicants when the President determines such action is necessary to obtain preferred or specialized skills and abilities not available from current employees per the position vacancy announcement. CSUEU represented employees who meet minimum requirements shall be interviewed.

- 9.4 If an employee applicant is not selected for a position for which the employee interviewed, the employee shall be notified in writing that the employee was not selected.
- 9.5 An employee who submits an application for a position may be required to successfully complete job-related performance examination(s)/test(s) as part of the selection process. The results of such examination(s)/test(s) shall be deemed confidential and shall not become part of the employee's official personnel file. Such examination(s)/test(s) shall be based on essential job functions identified in the position description, including any specific, posted specialized skills, and shall be administered equitably to each applicant. Upon request, an employee shall be given the results of their examination(s)/test(s).
- 9.6 Appointments shall be made by the President. Appointments may be temporary, probationary or permanent. Appointments to vacant positions shall be made through official written notification by the President. Such notification shall be provided upon employment or as soon as possible thereafter. Notification shall include the classification title, skill level (when applicable), and timebase to which the employee is being appointed, the initial salary, the name of the employee's Appropriate Administrator, the employment status of the employee, whether there is a probationary period and, if so, the length of the probationary period, and the effective date of the appointment. A copy of the position description shall be attached to the notification. A temporary appointment shall specify the expiration date of the appointment and that the appointment may expire prior to that date. The temporary employee shall be given a minimum of fourteen (14) days notice if the appointment is to be terminated prior to the specified expiration date, unless circumstances prohibit giving such notice. A temporary appointment shall not exceed the time specified in Provision 9.~~39~~50. No employee shall be deemed to be appointed in the absence of such official written notification from the President.
- 9.7 The President may make an initial appointment at any salary rate within the salary range or sub-range.
- 9.8 An employee who is appointed to a position at another campus and who begins that position within six (6) months of terminating employment from the first campus, shall transfer their accumulated sick leave. The transfer of retirement credit is pursuant to the regulations of CalPERS. When an employee accepts an appointment at another campus, the employee shall be cashed out of any earned vacation credits unless the employee requests and the new campus agrees, before the employee separates from the initial campus, to transfer all or a portion of the vacation credit to the new position.

Emergency Appointment

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

Probation/Permanency

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

Probationary Period/Credited Service

- 9.11 The probationary period for an employee is one (1) year of service in a particular classification or skill level.
- 9.12 Part-time and full-time temporary service shall count as credited service for probation when granted by the President. Part-time employees must have a timebase of at least 0.5 in order to be considered probationary employees and qualify for permanent status.
- 9.13 A year of service for employees in twelve (12) month positions is any consecutive twelve (12) months of full-time employment. The period of probation for an employee in a half-time or more, but less than full-time, position is one year of service.
- 9.14 For employees serving in ten (10) month positions, a year of service is the equivalent of ten (10) months of full-time employment within a twelve (12) month period of time. The ten (10) months of required service for each twelve (12) month period shall be determined by the President upon appointment of the employee to a ten (10) month position.
- 9.15 A year of service for an employee in an academic year position is two (2) consecutive semesters or three (3) consecutive quarters of employment within an academic year at a timebase of at least 0.5.

Suspension of Service Credit

- 9.16
- a. When a probationary employee goes on a leave of absence, the time served before the leave is counted in determining the remaining length of probationary service. Upon return to work, the employee shall be notified when the probationary period will end.
 - b. An employee's probationary period is extended for the same number of days such employee is on paid sick leave or family medical leave of over thirty

(30) days, parental leave, and for any day an employee is on Workers' Compensation (WC), Industrial Disability Leave (IDL), Non-Industrial Disability Insurance (NDI), Military Leave or formal leave without pay (LWOP).

The President shall determine if the employee's probationary period should be extended when a full-time probationary employee is placed on a partial leave.

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

Change in Position

9.17 The employee selected for a position that requires movement to a new classification or skill level may serve a new probationary period.

- a. If an employee is reclassified, the employee may be required to serve a new probationary period. The length of service required for such a new probationary period shall be determined by the President and shall not exceed one (1) year from the effective date of the reclassification.
- b. A permanent employee in a position that is reclassified as a result of the implementation of a new classification or the revision of a current classification shall not be required to serve a new probationary period, provided the employee has completed probation in their current classification and there has been no substantial change in the employee's duties.
- c. A probationary employee in a position that is reclassified as a result of the implementation of a new classification or the revision of a current classification shall have all probationary service in their prior classification credited toward probation in the new or revised classification, provided there has been no substantial change in the employee's duties.

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

An employee in probationary status in a lower classification or skill level who is advanced to a higher classification or skill level and is denied permanent status in the higher classification or skill level shall be granted service credit toward completion of the probationary period in the lower classification or skill level provided the duties in the higher classification or skill level are substantially similar

to the duties in the lower classification or skill level and the employee's performance in both classifications or skill levels has been satisfactory.

Classification Change

- 9.19 When an employee moves to a lower classification or skill level in the same classification series, the appropriate salary rate in the salary range or sub-range shall be determined by combining any previous service in the lower classification/skill level and service in the higher classification/skill level.
- 9.20 When an employee moves to a lower classification or skill level in another classification series, the appropriate salary rate in the salary range or sub-range shall be determined by the President, except that in no case shall the new rate exceed the rate received in the higher classification or skill level. Determination of the appropriate salary rate in such cases shall be made by using the same criteria as would be used for an initial appointment to that classification or skill level.
- 9.21 When an employee moves to a classification or skill level with a higher salary range, sub-range or sub-range maximum, the appropriate salary rate in the salary range or sub-range shall be determined by the President. The salary rate in the higher salary range or sub-range shall be at least a five (5) percent increase. This provision does not apply to the implementation of a new classification structure when the original classifications are abolished and replaced with a new set of classifications and the employees are converted to the new classifications or skill levels.

In-Classification Progression

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

Classification or In-Classification Progression Review

- 9.23 An employee may request a position classification review at any time during the year, subject to the limitation in provision 9.27. Employees in classifications with skill levels may request a skill level review related to an in-classification progression. All such requests are to be made to the Appropriate Administrator with a copy submitted to the campus Human Resources Office.
- 9.24 The classification, in-classification progression, and/or skill level review procedures shall be determined by the President. A copy of the classification or skill level review procedures shall be made available to the employee upon request and be posted on the campus website. A set of the Classification and Qualification Standards shall be available for reference on each campus.

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

Employee Requested Classification or In-Classification Progression Review

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

Classification and/or In-Classification Progression Appeal

- 9.27 An employee may appeal the decision of a classification and/or skill level review that was requested by either the employee or management no later than thirty (30) days after such results have been provided to the employee. Such an appeal shall be filed with the Appropriate Administrator in the Human Resources Office. Such an appeal shall include a detailed statement by the employee indicating their reasons for disagreement with the classification and/or skill level review decision. The employee shall provide a copy of such an appeal to the Appropriate Administrator to whom the employee directly reports.
- 9.28 A designated individual in the Human Resources Office shall hold a meeting with the employee and the employee's union representative, if any, no later than thirty (30) days after the classification and/or skill level review appeal filing. The designated individual should not be the same person who conducted the initial classification and/or skill level review. This individual shall respond in writing to the employee no later than thirty (30) days after the meeting with the employee. Such a response shall be final. If a higher classification or skill level is granted, normally the employee shall receive the appropriate compensation of the higher classification or skill level retroactive to no later than the first day of the pay period following the date the request for the classification review was received in the campus Human Resources Office. Upon request of an employee whose current classification is determined to be appropriate, the employee shall receive a report stating the primary reasons for the classification decision, but shall not have access to the working notes of the person conducting the classification review.
- 9.29 Provisions 9.23-9.28 shall not be subject to the grievance procedure, unless the grievant alleges the terms of this policy have been violated, misinterpreted, or misapplied. The classification and/or skill level decision shall not be subject to Article 7, Grievance Procedure.

Rejection During Probation

- 9.30 Any probationary employee may be separated from service at any time by the President upon written notice of rejection during probation. The employee should normally be given two (2) weeks notice of rejection during probation.
- 9.31 The notice of rejection shall indicate to an employee their right to review their personnel file and review materials in the file regarding rejection.
- 9.32 A full-time employee employed for more than six (6) months, or its equivalent for an employee in a half-time or more, but less than a full-time position, may utilize the provisions of Article 8, Complaint Procedure, beginning at Level II, to appeal the decision to reject during probation when alleging:
- a. performance evaluation procedures required by the contract were not followed;
or
 - b. arbitrary and capricious reasons for non-retention.
- 9.33 Appeals of the decision to reject during probation shall be filed at Level II of the Complaint Procedure with the Office of Human Resources within fourteen (14) days of the written notice of the rejection during probation. Said appeals may be filed by an eligible employee or the Union on the employee's behalf, and signed by the rejected employee.
- 9.34 If the complaint is not resolved at Level II, the complaint shall be moved to Level III for Chancellor's Office review. The Level III response shall be the final decision and not subject to further appeal.
- 9.35 By mutual agreement of the parties, the Level II meeting and response may be waived.
- 9.36 An employee rejected during the probationary period may not utilize the Grievance Procedure of this Agreement to appeal the decision to reject during probation.

Permanent Status

- 9.37 An employee who has completed the appropriate probationary period as defined in Provision 9.11 shall be awarded permanent status at the beginning of their second year of service.
- 9.38 If an employee with permanent status moves to a different classification and receives permanent status in the new classification, the employee shall not retain permanent status in the classification from which the employee moved. If an employee with permanent status in a classification receives a temporary

appointment in another classification and the temporary appointment expires, the employee shall have the right to return to the employee's prior classification with permanent status in that class.

9.39 The President shall grant permanent status to a temporary employee subject to the following conditions:

- a. The temporary employee shall have served in a Bargaining Unit Classification or classification series for at least four (4) consecutive years immediately prior to the granting of permanency.
- b. Such employee service shall have been in an appointment with a timebase of at least 0.5.
- c. A timebase shall not be reduced in the appointment immediately preceding the granting of permanency.
- d. This provision does not apply to employees in positions which are funded by non-reoccurring grants, contracts or special projects with beginning and ending dates.
- e. The employee shall become permanent at the conclusion of four (4) consecutive years. "Consecutive years" as used in this article shall be:
 1. Four (4) consecutive annual appointments on a 12 month, 10 month, 10/12 or 11/12 pay plan, or
 2. Four (4) years of continuous temporary appointments, in which there are no breaks in service/employment totaling more than ninety (90) days, within each year.

9.40 An intermittent employee who is paid one thousand (1000) hours in a fiscal year is deemed to have completed a year of service for purposes of permanent status.

9.41 The President may, at their sole discretion, grant permanent status to a temporary employee subject to the following conditions:

- a. The temporary employee shall have served in bargaining unit classifications at the campus for at least one (1) year immediately prior to the granting of permanency.
- b. Such employee service shall have been in appointments with a timebase of at least 0.5.

9.42 Such a permanent status shall include the right to continue employment at the timebase determined by the President at the time permanency is granted. The President may determine to grant such permanency at a timebase of at least 0.5.