ARTICLE 20

SALARY

20.1 ~~**Prior to the implementation of Provision 20.5,**~~ The salary schedule for bargaining unit employees in Units 2, 5, 7, and 9 shall be found in Appendix E and incorporated in this Agreement by reference. ~~**Effective October 1, 2025, assuming the contingency in Provision 20.5 is met, the salary schedule that pertains to bargaining unit employees in Units 2, 5, 7, and 9 shall be the schedule found in Appendix F of this Agreement as modified by mutual agreement.**~~

20.2 ~~**Prior to the implementation of Provision 20.5,**~~ An employee **in the classifications set forth in Appendix F** shall continue to be assigned a salary rate within the salary range or sub-range appropriate to the employee's classification. ~~**After implementation,**~~ **All other** employees shall always be placed on a step appropriate to their classification.

20.3 Employee compensation programs, including the General Salary Increase (GSI), the Salary Structure Adjustment (SSA) and Step Progression, shall be implemented only in fiscal years in which the parties expressly agree to such programs or agree to provide increases in such programs. ~~**There are no SSAs during the term of this agreement. There are no Step Progressions during the term of this agreement except those provided pursuant to 20.24 below.**~~

20.4

a. **For fiscal year 2026-27, effective at the start of the first pay period following union ratification of the successor agreement, each employee who is in active status (or on leave) as of the date of ratification shall be placed on the salary step corresponding to the employee's cumulative length of service in their current classification at their current campus ("Target Step"). Cumulative length of service is defined in Side Letter of Agreement #4, and placement shall be consistent with Appendix E.**

b. **For fiscal year 2027-28, the parties shall have the option to re-open negotiations on both Articles 20 and 21 (Salary and Benefits) by providing a written request to the other party. A request to open one Article automatically opens both. This re-opener can only be requested after the Governor has released the May Revise, but prior to July 31, 2027.**

c. **For fiscal year 2028-29, the parties shall have the option to re-open negotiations on both Articles 20 and 21 (Salary and Benefits) by providing a written request to the other party. A request to open one Article automatically opens both. This re-opener can only be requested after the Governor has released the May Revise, but prior to July 31, 2028.**

~~**General Salary Increase (GSI)**~~

a. ~~**For fiscal year 2023/2024, effective July 1, 2023, all bargaining unit employees in active pay status (or on leave) as of October 31, 2023 shall receive a GSI of five percent (5%)**~~

~~**The open range salary scale minimums and maximums for all classifications shall be increased by the amount of the GSI.**~~

~~**If the CSU agrees to provide another CSU bargaining unit with a General Salary Increase in excess of 5% for fiscal year 2023/2024, then the Union may request to re-open negotiations on Provision 20.4 a. for fiscal year 2023-2024. The request must be made within 60 days of final ratification of such an agreement. A General Salary Increase is understood to be an across-the-board percentage increase, in the same amount, for all employees in that bargaining unit. If the parties cannot reach an agreement regarding the reopener and after the parties complete the statutory impasse procedures under HEERA, Article 6 (Concerted Activities) shall be suspended.**~~

b. ~~**For fiscal year 2024/2025, effective July 1, 2024, all bargaining employees in active pay status shall (or on leave) as of that date shall receive a GSI of five percent 5%.**~~

~~**The open range salary scale minimums and maximums for all classifications shall be increased by the amount of the GSI.**~~

~~**The 2024/2025 GSI is contingent upon the State of California's final Budget Act of 2024 containing a new, unallocated, ongoing appropriation to the CSU not less than the 2023 compact allocation of $227 million. While the multi-year compact for 2024 calls for a 5% increase over the 2023 allocation, the 2023 allocation amount will be used for this contingency. The final Budget Act of 2024 has an expected enactment date between June 27, 2024, and September 30, 2024.**~~

~~**If the above contingency is not met then the Union and the CSU shall re-open negotiations on Article 20 (Salary -including salary 2024/2025 and 2025/2026) and Article 21 (Benefits).**~~

~~**If the CSU agrees to provide another CSU bargaining unit with a General Salary Increase in excess of 5% for fiscal year 2024/ 2025, then the Union may request to re-open negotiations on Provision 20.4 b. for fiscal year 2024-2025. The request must be made within 60 days of final ratification**~~

~~of such an agreement. A General Salary Increase is understood to be an across-the-board percentage increase, in the same amount, for all employees in that bargaining unit. If the parties cannot reach an agreement regarding the reopener and after the parties complete the statutory impasse procedures under HEERA, Article 6 (Concerted Activities) shall be suspended.~~

20.5 ~~Effective October 1, 2025, the CSU will transition employees to a new salary step structure as outlined in Appendix F as modified by mutual agreement.~~

~~A. Assuming that the below contingency is met, employees will be placed on a step corresponding to the highest of the following:~~

~~1. The salary step that corresponds to the employee's cumulative length of service in their current classification at their current campus (Target Step). Cumulative length of service is defined in the related MOU set forth in Side Letter 4 The placement shall be consistent with the chart in Appendix F. Employees moved to a new classification, as a result of the new classification standards covered in the related MOU set forth in Sile Letter 5, shall retain their cumulative length of service from their prior classification.~~

~~2. The closest (higher) salary step to their current salary.~~

~~3. Current pay rate for any employee whose current salary is higher than the top step of their classification.~~

~~B. If the below contingency is not met, then employees will be placed on the closest (higher) salary step to their current salary, and the union and CSU shall re-open negotiations on Article 20 (Salary) and Article 21 (Benefits).~~

~~Placement on the Target Step of the new salary structure is contingent upon the State of California's final Budget Act of 2025 containing a new, unallocated, ongoing appropriation to the CSU not less than the 2023 compact allocation of $227 million. While the multi-year compact for 2025 calls for a 5% increase over the 2024 allocation, the 2023 allocation will be used for this contingency.~~

~~The final Budget Act of 2025 has an expected enactment date between June 27, 2025 and October 15, 2025.~~

Salary Structure Adjustment (SSA)

20.6 An SSA is a percentage increase applied to all steps within a classification.

Step Progression

20.7 Step Progression is the movement from an employee's current salary step to a higher salary step. To be awarded a Step Progression, an employee must have received a final performance evaluation with an overall rating of satisfactory or better. If their most recent final performance evaluation is more than 12 months old, they shall receive the step progression.

Shift Differential

20.8 An eligible employee who is assigned by the Appropriate Administrator to work and works four (4) or more hours between 6 p.m. and midnight (exclusive of overtime) shall be paid a shift differential of one dollar and thirty-five cents ($1.35) per hour for the employee's entire shift.

20.9 An eligible employee who is assigned by the Appropriate Administrator to work and works four (4) or more hours between midnight and 6 a.m. (exclusive of overtime) shall be paid a shift differential of two dollars and thirty cents ($2.30) per hour for the employee's entire shift.

20.10 An eligible employee who is assigned by the Appropriate Administrator to work and works a shift that begins between 6 p.m. and midnight and continues for at least four (4) hours beyond midnight shall be paid a shift differential in accordance with provision 20.9. Such hours shall be exclusive of overtime.

20.11 An eligible employee who is assigned by the Appropriate Administrator to work and works a shift that includes hours between 6 p.m. and 6 a.m. but is not assigned enough hours to qualify for the shift differential described in provisions 20.8, 20.9, or 20.11 above shall receive:

a. A shift differential of one dollar and thirty-five cents ($1.35) per hour for all hours worked between 6 p.m. and midnight.

b. A shift differential of two dollars and thirty cents ($2.30) per hour for all hours worked between midnight and 6 a.m.

20.12 All non-exempt employees who are assigned by the Appropriate Administrator to work and works a shift as defined in provisions 20.8, 20.9 and 20.10 are eligible to receive a shift differential.

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

Pay Plans

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

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

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

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

20.18 Withdrawal from participation in the 10/12 or 11/12 pay plan and return to a twelve (12) month annual work year may be requested by an employee in accordance with campus procedures. The Appropriate Administrator may request an employee on the 10/12 or 11/12 pay plan return to a twelve (12) month annual work year. In both instances, the employee and the Appropriate Administrator shall attempt to reach mutual agreement regarding the request. In the absence of mutual agreement, the President shall make a final determination as to the approval or denial of such requests. The President may return an employee to a twelve (12) month annual work year. When the employee's request to return to a twelve (12) month annual work year is approved, the employee shall be returned to the twelve (12) month annual work year within three (3) months of the approval. When the University determines the employee should be returned to a twelve (12) month annual work year, the employee shall be provided written notice three (3) months prior to such a return.

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

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

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

20.22 Approval or denial by the President of employee requests pursuant to provisions 20.14 and 20.18 shall be based on operational need and shall not be unreasonably denied. This provision shall not be subject to the Grievance Procedure.

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

Additional Increases

20.24 Campuses may award salary increases or one-time bonuses for any reason from campus funds, at any time. These awards may also be requested by the employee. However, in no case may an additional increase cause an employee's salary rate to exceed the maximum of the range on the salary schedule or top step of the employee's classification. Such awards are solely at the discretion of the President and shall not be subject to the Grievance Procedure.

Bonus Plans

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

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

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

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

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

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

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

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

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

~~In-Range Progression~~

~~20.27 a. An increase within a salary range for a single classification or within a sub-range of a classification with skill levels is referred to as an In-Range Progression. When the President, the President's designee, or Appropriate Administrator determines that an in-range progression should occur, the salary shall increase by at least three percent (3.0%).~~

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

- **~~Assigned application of new or enhanced skill(s);~~**
- **~~Retention;~~**
- **~~Equity;~~**
- **~~Performance;~~**
- **~~Out-of-classification work that does not warrant a reclassification;~~**
- **~~Increased workload;~~**

- ~~New lead work or new project coordination functions given to an employee on an on-going basis by an Appropriate Administrator where the classification standard/series do not specifically list lead work as a typical duty or responsibility; and,~~

- ~~Other salary related criteria.~~

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

~~d. A request for an in-range progression review may be submitted by the employee or manager. A management initiated request for an in-range progression may cover more than one employee. Employee initiated in-range progression requests shall be submitted to the Appropriate Administrator before being forwarded to Human Resources. An employee shall not submit a request for an in-range progression prior to twelve (12) months following receipt of a response to any prior in-range progression requests. If an administrator has not forwarded the request to Human Resources within thirty (30) days, the employee can file the request directly with Human Resources.~~

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

~~f. Each campus shall develop guidelines and procedures for an in-range progression consistent with this Article.~~

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

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

~~h. No in-range progression request shall be accepted after December 31, 2024. All in-range progression requests submitted by December 31, 2024 shall be processed.~~

~~i. **Provision 20.27 shall be eliminated effective June 30, 2025. The elimination of this provision is contingent upon the placement of employees pursuant to Provision 20.5.A.**~~

Salaries for Classifications with Skill Levels and Sub-ranges

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

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

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

Salary Stipends

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

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

20.31 The following provisions shall apply to the awarding of a stipend under provision 20.29 and 20.30, above:

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

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

c. The decision of the Appropriate Administrator, made in accordance with this article regarding the supplemental assignment specified in provisions 20.29

and 20.30 above shall be final and shall not be subject to Article 7, Grievance Procedure.

Red Circle Rates

20.32 A red circle rate is a salary rate that is above the maximum of the salary range or top step of the employee's classification for a class or sub-range for a skill level which may be granted by the President when an employee moves to a class or skill level that has a lower salary range or top step.

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

20.34 If a red circle rate is granted, the employee shall retain the salary currently being paid (or a lesser salary rate up to twenty-five percent (25%) that is above the maximum salary rate or the top step of the lower class or skill level) and shall remain at that salary rate until the maximum salary rate or the top step of the lower class or skill level equals or exceeds the red circle salary rate or until the authorized time period for maintaining the red circle salary rate expires, whichever occurs first.

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

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

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

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

b. an employee is demoted for cause other than for medical reasons or disability accommodation. When an employee is demoted for medical reasons or disability accommodation a red circle rate shall be granted.

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

A. Employees who are above the top step of their classification as a result of the initial implementation of the step structure ~~contained in Appendix F~~ shall be red circled, but they shall be exempt from the 25% limitation in Provisions 20.34 and 20.36, and from the 5 year maximum in Provision 20.36.

Emergency Pay

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

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

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

Underpayment of Wages

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

Information Reports

20.41 The name, classification and campus of each recipient of an increase effective July 1, of each year (to include the GSI described in provision 20.4, if applicable), ~~In-range progression (described in provision 20.27)~~ together with the salary as of June 30th and the dollar amount of each increase awarded each recipient, shall be reported annually to the CSUEU systemwide office no later than ninety (90) days following the implementation of such increases. The reports shall be in electronic format and shall identify the increases by category: GSI, Step Progression, SSA ~~IRP~~, and shall include expenditures from all funds.

Appendix F

CBID	Class Code	Classification
R09	7180	Computer Aided Transcriber
R09	7193	Hourly Intrprtr/Realtime Captioner/Computer Aided Transcriber
R09	7170	Interpreter I
R09	7169	Interpreter IIA
R09	7169	Interpreter IIB
R09	7168	Lead Interpreter
R09	7192	Lead Realtime Captioner
R09	7191	Realtime Captioner A
R09	7191	Realtime Captioner B
R02	7930	Per Diem Non-Exempt-Healthcare

ARTICLE 21

BENEFITS

Eligibility

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

21.2 The term "eligible family member(s)" as used in this Article shall mean the eligible employee's legal spouse, domestic partner and children from birth to the end of the month in which the dependent children reach age twenty-six (26). An adopted child, step-child, natural child recognized by the parent, or a child living with the employee in a parent-child relationship who is economically dependent upon the employee is also eligible. A family member who is a disabled child over the age of twenty-six (26) may also be enrolled if, at the time of initial enrollment of the employee, satisfactory evidence of such disability is presented to the carrier consistent with the carrier's requirements. Upon attaining age twenty-six (26), a disabled child who is already enrolled may be continued in enrollment if satisfactory evidence of that disability is filed with the carrier in accordance with the carrier's criteria.

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

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

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

HEERA shall be subject to negotiation upon 30-day notice by a party to this agreement.

Health

21.4 Eligible employees and eligible family members as defined by CalPERS shall continue to receive health benefits offered through the CalPERS system for the life of this Agreement. Payment for those benefits shall be based on rates established by CalPERS for participating members.

The parties acknowledge the importance of maintaining high-quality, affordable health benefits for employees, dependents, and eligible retirees, and share an interest in preserving the long-term value and stability of the health benefits program for current and future employees.

The parties further acknowledge that health care costs have continued to increase significantly over time, and that the Employer's contribution toward health benefits represents a substantial and important component of the total compensation package provided to employees.

In recognition of these shared interests, the parties agree to establish a Health Benefits Review Work Group.

Following ratification of this Agreement, the Employer shall convene the Health Benefits Review Work Group. The purpose of the Work Group shall be to promote a shared understanding of health benefit costs, enrollment trends, employee plan selection, employer contribution levels, employee out-of-pocket costs, utilization trends, and comparable public employer practices. The Work Group may also review information and options intended to support the continued availability of high-quality, affordable health benefits in a sustainable manner.

Each CSU union participating in the health benefits program may appoint up to two (2) representatives to the Work Group, provided that such representatives must be enrolled in a CSU-sponsored health benefit plan at the time of their appointment and throughout their service on the Work Group. The Employer may designate an equal number of overall representatives.

The Employer shall schedule meetings of the Work Group as appropriate to review and discuss relevant information concerning the health benefits program. The parties may exchange information reasonably necessary to carry out the Work Group's purpose.

The parties acknowledge that the Work Group is advisory in nature and shall not have the authority to modify any collective bargaining agreement or alter the Employer's contribution toward health benefits during the term of this

Agreement. The information developed through the Work Group may be used to assist the parties in developing a common understanding of health benefit costs and may inform future discussions regarding the health benefits program in bargaining.

Through December 31, 2027, the Employer contribution shall **continue to** be based on the current formula as provided in Government Code Section 22871 or any successor(s) or substitute provision(s) of these code sections f~~or the duration of the agreement~~. **Effective January 1, 2028, the Employer contribution toward the cost of health benefits shall be determined in the fiscal year 27/28 salary and benefits reopener.**

Vesting

21.5 Bargaining unit employees hired on or after July 1, 2018 and who 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 22958.4)

Dental

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

Vision Care

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

Health Care Reimbursement Account

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

Life, Accidental Death and Dismemberment Insurance

21.9 The CSU shall provide eligible employees with a life insurance and accidental death and dismemberment insurance policy at no cost to the employee. This program shall provide life insurance and accidental death and dismemberment insurance during the term of employment in the amount of ten thousand dollars ($10,000) each for both types of coverage. Effective the first day of the second month following ratification of this Agreement, the amount of coverage shall increase to fifty thousand dollars ($50,000) each for both types of coverage.

Rural Health Care Stipend

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

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

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

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

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

Non-Industrial Disability Insurance

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

403 (b) Plan

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

Information Regarding Benefits

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

Travel Reimbursement

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

Parking Fees

21.15 Employees wishing to park at any CSU facility shall pay the staff parking fee in accordance with CSU campus policy.

a. ~~**For the 2022/2023 fiscal year, parking fees may be increased no more than three percent (3%) and may not exceed student parking rates.**~~

b. ~~**For the 2023/2024 fiscal year, after January 1, 2024 parking fees may be raised by two dollars ($2) per month, but in no case greater than the amount paid by students as of July 1, 2023.**~~

c. ~~**For the 2024/2025 fiscal year, parking fees may be raised by one dollar ($1) per month, but in no case greater than the amount paid by students as of July 1, 2024.**~~

d. ~~**For the 2025/2026 fiscal year, parking fees may be raised by two dollars ($2) per month, but in no case greater than the amount paid by students as of July 1, 2025.**~~

a. **<u>For the 2026/2027 fiscal year, parking fees may be raised by three dollars ($3) per month, but in no case greater than the amount paid by students as of July 1, 2026.</u>**

b. **<u>For the 2027/2028 fiscal year, parking fees may be raised by three dollars ($3) per month, but in no case greater than the amount paid by students as of July 1, 2027.</u>**

c. **<u>For the 2028/2029 fiscal year, parking fees may be raised by three dollars ($3) per month, but in no case greater than the amount paid by students as of July 1, 2028.</u>**

<u>d</u>. The increase may apply to all staff parking rates, which could include daily, monthly, semester and/or annual permits. Increases may be implemented at any time during the fiscal year, but campuses may not increase parking fees more than once per fiscal year.

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

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

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

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

21.20 The CSU shall provide payroll deductions for this purpose.

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

Uniform Reimbursement

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

21.23 All employees in Class Codes 8800-8802 (Police Dispatcher) appointed in excess of six (6) months who are required to wear a uniform as a condition of employment shall be reimbursed actual costs for replacement and maintenance up to two hundred and fifty dollars ($250) per calendar year, subject to CSU accountable plan regulations.

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

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

21.26 Employees may submit reimbursement claims up to the annual maximum as stated in 21.22 and 21.23 for uniform replacement and maintenance costs on a monthly basis. Reimbursements will be processed in accordance with campus accounting procedures. No employee shall be required to expend more than the amount indicated in Provisions 21.22 and 21.23 above on the replacement and maintenance of uniforms in a calendar year.

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

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

Employee Assistance Programs

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

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

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

Dependent Care Reimbursement

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

Retirement

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

Enhanced 1959 Survivors Benefit

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

Dependent Care

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

Health Premium Conversion Program (TAPP)

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

FlexCash Plan

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

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

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

Part-Time Employees Retirement Plan

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

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

Golden Handshake

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

Public Transportation Incentives

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

a. Free or discounted mass transit passes;

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

c. Ride Share points;

d. Commuter tax benefit programs;

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

f. Shared car programs on campus.

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

Housing Assistance Programs

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

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

ARTICLE 29

DURATION AND IMPLEMENTATION

29.1 This Agreement shall become effective upon ratification by both parties and shall remain in full force and effect up to and including June 30, 202**9**~~6~~.

29.2 Negotiations for a successor agreement shall commence when one of the parties delivers to the other its proposals in writing no earlier than January 1 and no later than February 1 immediately preceding the expiration of this Agreement.

29.3 Pursuant to Government Code 3572(b) (HEERA) any term of this Agreement which is deemed by the Employer to carry an economic cost shall not be implemented until the Employer determines that the amount required therefore has been appropriated and makes such amount available for expenditure for such purpose. If the Employer determines that less than the amount needed to implement this Agreement, or any provision herein, has been appropriated to implement this Agreement or any provision herein, the term(s) of this Agreement deemed by the CSU to carry economic cost shall automatically be subject to the meet and confer process.

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.**

1. **Any offer of employment resulting from the recruitment shall identify the specific position, division, college, and department to which the employee is being appointed, as applicable.**
2. **An employee who declines an offer for a specific position shall remain eligible for consideration for all other vacancies covered by the same recruitment.**

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.**

1. **An employee appointed below the highest classification level advertised following an assessment of the employee's current qualifications and training needs shall be provided with an individualized training and development plan designed to assist the employee in acquiring the knowledge, skills, abilities, certifications, or experience necessary to progress to the next classification level. The training plan shall identify the anticipated developmental activities and performance expectations but shall not constitute a guarantee of promotion or advancement to the next classification level.**

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.

<u>Suspension of Service Credit</u>

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.

<u>Change in Position</u>

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.

ARTICLE 15

LEAVES OF ABSENCE WITH PAY

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

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

Sick Leave

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

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

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

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

15.6 An employee shall be responsible for completing and submitting the campus's required absence documentation to the Appropriate Administrator on the date designated by the Appropriate Administrator.

15.7 An employee may be required to provide a licensed health care provider's statement or other appropriate verification when absent due to illness/injury. An employee shall not normally be required to provide such a statement or verification for an absence of five (5) consecutive days or less.

Catastrophic Leave Donation Program

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

The following provisions shall apply:

(1) Catastrophic Illness or Injury

a. An employee, 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 leave credits per fiscal year in increments of one hour or more. Donations are irrevocable.

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

e. The total donated leave credits shall normally not exceed an amount necessary to continue the employee for three (3) calendar months calculated from the first day of catastrophic leave within a twelve (12) month period. 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 their accrued vacation credits and all of 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 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 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 (3) calendar months calculated from the first day of catastrophic leave. The President may approve an additional three-month period in exceptional cases. The leave should not be deemed donated until actually transferred by the campus record keeper to the record of the employee receiving leave credits.

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 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.

Absences Chargeable to Sick Leave

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

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

b. exposure to contagious disease;

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

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

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

e. death of a person in the immediate family.

Upon written request, the Appropriate Administrator may authorize the use of accrued sick leave for bereavement.

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

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

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

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

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

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

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

Bereavement Leave

15.15 For each death of an immediate family member, as defined in Provision 15.1, upon request to the President, the employee shall be granted ~~five (5) days leave with pay,~~ **leave with pay equal to the employee's regularly scheduled workweek. An employee who uses bereavement leave for the employee's entire regularly scheduled workweek shall receive pay for all hours the employee was regularly scheduled to work during that workweek. If bereavement leave is used for less than the employee's entire regularly scheduled workweek or is used intermittently, the total paid leave shall not exceed forty (40) hours.**

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

15.XX **Upon return to work, and only upon request, the employee shall provide the name and relationship of the deceased.**

Jury Duty

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

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

15.19 An employee who receives initial notification that they are subject to jury duty shall notify the Appropriate Administrator.

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

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

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

Leave to Vote

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

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

Leave to Serve as Precinct Officer

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

Absence as a Witness

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

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

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

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

15.28 An employee who is a party to a suit or who is an expert witness not serving in the interest of the CSU shall appear on 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.

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

Military Leave

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

Supplement to Industrial Disability Leave (IDL)

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

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

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

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

Parental Leave

15.35 Parental Leave shall refer to a leave for the purpose of a parent preparing for the arrival of, or a parent or legal guardian caring for, a new child(ren), up to their eighteenth (18th) birthday, due to the birth, adoption, foster care assignment, or legal guardianship of the minor child(ren) with the employee.

An employee shall be entitled up to a maximum of thirty (30) workdays Parental Leave (as defined above, and subject to the requirements of Provisions 28.15-28.16) in a twelve (12) month period, with pay which shall commence within sixty (60) days of the arrival of a new child(ren). **Employees who initiate parental leave on or after the first day of full ratification, shall be entitled up to a maximum of fifty (50) workdays of Parental Leave, not to exceed 400 hours.** 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 an employee to be entitled to parental leave, the employee must be employed with CSU prior to the birth or placement of a child(ren) with the employee.

Organ Donor and Bone Marrow Leave

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

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

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