

CSUEU’s Units 2, 5, 7 and 9 Counterproposals
CSUEU-CSU 2026 Successor Contract Bargaining

CSUEU reserves the right to add to, modify or delete these proposals and to introduce new proposals during the course of negotiations.

ARTICLE 3

Commented [BN1]: 6/26/26: Union rejects ER counterproposal and restates its original proposal.

MANAGEMENT RIGHTS

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

Contracting Out

3.2 When the CSU deems it necessary in order to carry out unusual or extraordinary tasks, the CSU may contract out work to external vendors and third-party providers of services provided that the contracting out does not displace bargaining unit employees or work. "Displacement" includes layoff, demotion, involuntary transfer to a new classification, involuntary transfer to a new satellite campus location or a location requiring a change of residence, and involuntary timebase reductions. “Work” includes tasks, duties, and functions historically and traditionally performed by employees within one of the recognized CSUEU union bargaining units. Contracting out may not be used to avoid temporarily or permanently increasing CSU staff without agreement with CSUEU.

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Long-Term Contracting Out

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

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

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

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

Successor Contracts

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

Contracting Out Information

3.8 Prior to meeting and conferring on long-term contracting out or contracting out under a successor contract, the University will provide to CSUEU all existing relevant written information, which may include, the Request for Proposal, copies of all bids received, any cost analysis used by the University to evaluate the need for contracting out, any draft agreements, and copies of all consultants' reports, if any, used by the University in making its decision regarding contracting out.

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ARTICLE 5

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UNION RIGHTS**Use of Facilities**

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

Campus Communication

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

Bulletin Boards

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

Union Business

- 5.6 Union business involving employees shall be conducted during non-worktime except as provided for elsewhere in this Agreement. Union business shall not interfere with the campus programs or operations.
- 5.7 As a courtesy, the Appropriate Administrator shall be notified of the presence of a Union Representative who is not a campus employee either upon their arrival at the campus or by telephone in advance of arrival. As a courtesy, upon such notification, the Appropriate Administrator shall provide such a Union Representative with a daily parking pass at no cost to the Union.
- 5.8 One (1) Campus Bargaining Unit Representative per campus for each unit (2, 5, 7 and 9) shall be designated by the Union to officially represent the Union. The names of these Campus Bargaining Unit Representatives shall be provided in writing to the President.

Employee Lists

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

Release Time for Union Business

- 5.11**
- a. The CSU shall provide release time for up to ten (10) people employed by the CSU for each scheduled meet and confer session. Normally, the Union shall provide the Office of the Chancellor and the relevant campus(es) with the names of the employees for whom release time is being requested at least seven (7) working days prior to the commencement of the meet and confer session(s). Additional release time shall be provided on an individual basis to meet special needs related to transportation and work schedules. Upon the Union's request, such additional release time may include granting no more than one (1) additional day prior to the scheduled meet and confer session for an employee whose workday ends between midnight and 6:00 a.m. The parties may mutually agree to provide release time for bargaining unit members to caucus upon request by CSUEU. Upon request an employee on the bargaining team on swing or graveyard shift shall be reassigned to the day shift for the duration of bargaining.
 - b. Up to seven (7) employees designated by CSUEU shall be provided with release time to attend Board of Trustees meetings. Such requests shall be submitted to the Office of the Chancellor and the relevant campus(es) Human Resources Office at least seven (7) working days prior to the Board of Trustees meetings in order to minimize the impact on campus operations and to arrange the appropriate release time.
 - c. Upon request of the Union, the President may authorize an unpaid leave of absence for any Union Representative for up to one year for union business. Such request shall be submitted to the Office of the Chancellor, with a copy sent to the relevant campus(es). Such leave shall not be unreasonably denied and, if granted, shall conform to Article 16, Leaves of Absence Without Pay.

- d. The CSUEU and the CSU agree that an annual allotment of five hundred seventy-six (576) days will be available, as requested by CSUEU Headquarters, for use by employees of Bargaining Unit 2, 5, 7 and 9 provided that all the requirements of Provision 5.6 are met.
1. The allotment of five hundred seventy-six (576) days will be used on a fiscal year basis from July 1 through June 30 of each year of the Agreement. Any days that both parties agree are unused at the end of the fiscal year become available for use of CSUEU in accordance with the requirements of this provision.
 2. CSUEU Headquarters shall submit to the CSU thirty (30) working days in advance of the first date of leave requested the names of the Union Representatives at each campus who shall be eligible for such leave.
 3. Requests for release time under this provision shall be submitted in writing by CSUEU Headquarters to the CSU Headquarters, with a copy to the relevant campus(es). The request shall be submitted to CSU Headquarters, with a copy to the relevant campus(es), at least seven (7) working days in advance of the requested time off. Any request not received seven (7) working days in advance shall be deemed denied. Once a request is submitted, it will normally not be changed. The Union will notify the CO within thirty (30) days if the approved leave is not used. Leave requests that are not used shall be restored to the 5.11 (d) pool.
 4. The campus shall grant such requests, provided operational needs are met. If release time is denied, the campus shall provide a written explanation of the reason(s) for the denial.
 5. CSUEU shall provide to the CSU a quarterly report of leave used under this provision. The report shall be submitted by the end of the month following the end of each quarter (April 30, July 31, October 31, and January 31). Each campus will also submit to the Office of the Chancellor a list of the leave used on their campuses under this provision by the same deadline.
 6. The Office of the Chancellor will work with CSUEU to reconcile any discrepancies.

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

Union Leave

5.13 Upon written request of normally not less than seven (7) working days from the Union to the Office of the Chancellor, the CSU shall grant a union leave without

loss of compensation to any Union Representative, ~~provided operational needs are met~~. CSUEU shall provide a copy of the request to the relevant campus(es).

- a. Such a leave may be partial or full-time and shall not be less than one (1) day for exempt employees and shall be on an hour for hour basis for non-exempt employees. No leave may be more than one (1) year in duration. An employee on such a leave shall continue to earn service credit and retirement credit. An employee on such a leave shall have the right to return to their former position upon expiration of the leave. Such a leave shall not constitute a break in the employee's continuous service for the purpose of salary adjustments, sick leave, vacation or seniority.
- b. The CSU shall be reimbursed by the Union for all compensation paid the employee on account of such leave plus forty-two percent (42%) for incidental costs. Within ninety (90) days of the date the release time was taken, the CSU shall submit to the Union an itemized billing.
- c. Reimbursement by the Union shall be made no later than thirty (30) working days after its receipt of the CSU certification of payment of compensation to the employee.
- d. Such a union leave in accordance with this Article shall also be provided to a bargaining unit employee upon becoming a Statewide CSUEU Officer, to a maximum of three Statewide Officers systemwide.

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

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

Union Orientation

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

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

Union Security

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

CSUEU, less necessary administrative costs incurred by the SCO to the extent such deductions are permitted by law.

- 5.18 The written authorization for CSUEU deduction shall remain in full force and effect during the life of this Agreement provided, however, that any employee may withdraw from CSUEU by sending a withdrawal letter to CSUEU within thirty (30) calendar days prior to the expiration of this Agreement.
- 5.19 Upon movement of an employee out of the bargaining unit, the employee may elect to withdraw from CSUEU. Such withdrawal shall not be permitted if the employee moves to another bargaining unit in which CSUEU is the exclusive representative and in which the Agreement contains a provision such as 5.18 above.
- 5.20 The amount of dues deducted from the CSUEU members' pay warrants shall be sent to CSUEU and changed by the CSU/SCO upon written request of CSUEU.
- 5.21 Employees shall be free to join or not to join the Union.
- 5.22 CSUEU agrees to indemnify, defend, and hold the CSU/SCO harmless against any claim made of any nature and against any suit instituted against the CSU/SCO arising from its payroll deduction for CSUEU dues and deductions.

Office Space

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

ARTICLE 6

CONCERTED ACTIVITIES

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

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

6.X1 The Union agrees not to engage in any Unfair Labor Practice (ULP) strikes until an Administrative Law Judge has issued a proposed decision finding that the CSU engaged in an unfair labor practice following a formal hearing. The parties will jointly request expedited processing of the UPC.

~~6.X2 In the event the Union calls for or engages in a strike, employees will be presumed not to be performing work during the strike period unless they affirmatively notify their appropriate administrator at the start of each workday of their intent to work that day. An employee who fails to provide such notice will be treated as not having worked for that day, and compensation will be issued only for days on which the employee performs work.~~

~~6.X3 In order for an employee to utilize sick leave during any strike, a physician's statement or other appropriate verification may be required.~~

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

ARTICLE 9

EMPLOYEE STATUS

Commented [BN4]: 6/26/26: Union counters, accepting ER Section 9.2b. All other ER proposals are rejected and U proposals are restated. ER proposed changes are **bolded**. ER proposed additions are ~~struckout~~.

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.

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

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

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

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

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

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

- 9.4 If an employee applicant is not selected for a position for which the employee interviewed, the employee shall be notified in writing that the employee was not selected.
- 9.5 An employee who submits an application for a position may be required to successfully complete job-related performance examination(s)/test(s) as part of the selection process. The results of such examination(s)/test(s) shall be deemed confidential and shall not become part of the employee's official personnel file. Such examination(s)/test(s) shall be based on essential job functions identified in the position description, including any specific, posted specialized skills, and shall be administered equitably to each applicant. Upon request, an employee shall be given the results of their examination(s)/test(s).
- 9.6 Appointments shall be made by the President. Appointments may be temporary, probationary or permanent. Appointments to vacant positions shall be made through official written notification by the President. Such notification shall be provided upon employment or as soon as possible thereafter. Notification shall include the classification title, skill level (when applicable), and timebase to which the employee is being appointed, the initial salary, the name of the employee's Appropriate Administrator, the employment status of the employee, whether there is a probationary period and, if so, the length of the probationary period, and the effective date of the appointment. A copy of the position description shall be attached to the notification. A temporary appointment shall specify the expiration date of the appointment and that the appointment may expire prior to that date. The temporary employee shall be given a minimum of fourteen (14) days notice if the appointment is to be terminated prior to the specified expiration date, unless circumstances prohibit giving such notice. A temporary appointment shall not exceed the time specified in Provision 9, ~~39 et seq.~~ 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 ~~ninety (90) days or less~~ are not required to be posted. Emergency temporary appointments may not exceed ~~ninety (90) days~~. ~~This period shall include time served in previous emergency appointments. An emergency appointment may not be used to fill the same position more than once~~

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every twenty-four (24) months unless mutually agreed upon. On the first (1st) day of such an appointment, the employee shall be included in the bargaining unit.

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Probation/Permanency

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

Probationary Period/Credited Service

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

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

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

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

9.15 A year of service for an employee in an academic year position is two (2) consecutive semesters or three (3) consecutive quarters of employment within an academic year at a timebase of at least 0.5.

Suspension of Service Credit

- 9.16
- a. When a probationary employee goes on a leave of absence, the time served before the leave is counted in determining the remaining length of probationary service. Upon return to work, the employee shall be notified when the probationary period will end.
 - b. An employee's probationary period is extended for the same number of days such employee is on paid sick leave or family medical leave of over thirty (30) days, parental leave, and for any day an employee is on Workers' Compensation (WC), Industrial Disability Leave (IDL), Non-Industrial Disability Insurance (NDI), Military Leave or formal leave without pay (LWOP).

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

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

Change in Position

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

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

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

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

Classification Change

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

9.20 When an employee moves to a lower classification or skill level in another classification series, the appropriate salary rate in the salary range or sub-range shall

be determined by the President, except that in no case shall the new rate exceed the rate received in the higher classification or skill level. Determination of the appropriate salary rate in such cases shall be made by using the same criteria as would be used for an initial appointment to that classification or skill level.

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

In-Classification Progression

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

Classification or In-Classification Progression Review

- 9.23 An employee may request a position classification review at any time during the year, subject to the limitation in provision 9.27. Employees in classifications with skill levels may request a skill level review related to an in-classification progression. All such requests are to be made to the Appropriate Administrator with a copy submitted to the campus Human Resources Office.
- 9.24 The classification, in-classification progression, and/or skill level review procedures shall be determined by the President. A copy of the classification or skill level review procedures shall be made available to the employee upon request and be posted on the campus website. A set of the Classification and Qualification Standards shall be available for reference on each campus.
- 9.25 The employee shall be notified in writing of the classification and/or skill level review decision and the reason(s) for the decision within thirty (30) days after the decision has been reached. If a higher classification or skill level is granted, normally the employee shall receive the appropriate compensation of the higher classification or skill level retroactive to no later than the first day of the pay period following the date the request for the classification review was received in the campus Human Resources Office.

Employee Requested Classification or In-Classification Progression Review

- 9.26 An employee-requested classification and/or skill level review shall be completed no later than ~~ninety (90)~~ 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.

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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 cumulative time of one (1) year 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.
 - e. The employee shall become permanent at the conclusion of one (1) year of cumulative service.

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.

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

9.41 The President may, at their sole discretion, grant permanent status to a temporary employee who has served less than one (1) year of cumulative service.

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.

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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.

ARTICLE 12**CORRECTIVE ACTION**

Commented [BN5]: 6/26/26: Union rejects ER counterproposal and counters with current contract language. ER proposed changes are **bolded**. ER proposed additions are ~~struckout~~.

Investigatory Interviews (Weingarten Rights)

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

Reprimands

- 12.2 As used in this Article, the term "reprimand" shall refer to any written communication from an Appropriate Administrator to an employee that criticizes or otherwise comments negatively upon the personal/professional conduct and/or job performance of the employee if that written communication is placed in the official personnel file. Performance evaluations or notices of performance expectations or rules and regulations do not constitute a reprimand.
- 12.3 An employee may receive from an Appropriate Administrator an oral and/or written reprimand. Reprimands shall be provided in a timely and confidential manner.
- 12.4 Within thirty (30) days of the issuance of the reprimand, an employee may request a conference with the Appropriate Administrator who issued the reprimand to discuss the reprimand. Such a request shall not be unreasonably denied. The employee may be represented at such a conference by another employee or a Union Representative.
- 12.5 A written reprimand shall be placed in the official personnel file of the affected employee and shall be subject to Article 11, Personnel File. The employee shall be provided with a copy of a written reprimand. An employee may appeal the decision to place a written reprimand in their personnel file to the President within five (5) days after the conference held pursuant to 12.4 above. The President may hold a meeting with the employee and their representative, if any. Within ten (10) days of the meeting, or ten (10) days of the receipt of the appeal, if no meeting was held, the President shall provide a written response to the employee.
- 12.6 Reprimands shall not be subject to Article 7, Grievance Procedure, unless the grievant alleges the terms of this Agreement have been violated, misinterpreted, or misapplied.

Rebuttal to Reprimand

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

Removal of Reprimand from Personnel File

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

Temporary Suspension with Pay

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

ARTICLE 14

Commented [BN6]: 6/26/26: Union counters ER Section 14.8, accepts ER counterproposal Section 14.12. Union rejects all other ER counters and restates its original proposal.

VACATIONS AND HOLIDAYS

Vacations

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

Vacation Accrual

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

Service Requirements		Vacation Credit Per Monthly Pay Period		
		Days	Hours (Hourly Equivalent of Days)	Days (Annual Accrual Equivalent)
1 Month	to 2 Years	5/6	6-2/3	12
25 Months	to 5 Years	1-1/4	10	17
61 Months	to 10 Years	1-5/12	11-1/3	19
121 Months	to 15 Years	1-7/12	12-2/3	21
181 Months	to 20 Years	1-3/4	14	23
241 Months	to 25 Years	1-11/12	15-1/3	25
301 Months and Over		2	16	26

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

Vacation Credits

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

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

14.6 Vacation credits are cumulative to a maximum of three hundred and ~~eighty four (384)~~ working hours for ten (10) or less years of qualifying service or four hundred and forty (440) working hours for more than ten (10) years of such service. Accumulation in excess of this amount as of January 1 of each year shall be ~~paid out to~~ the employee. An employee shall be permitted to carryover more than allowable credits when the employee was prevented from taking enough vacation to reduce the credits because the employee (1) was required to work as a result of fire, flood, or other extreme emergency; (2) was assigned work of priority or critical

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nature over an extended period of time; (3) was absent on full salary for compensable injury; or (4) was prevented from using vacation previously scheduled to be taken in December because of being on paid sick leave.

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

Vacation Requests

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

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

In all cases the Appropriate Administrator shall respond in writing, either approving or denying the request. The response shall be provided as soon as possible, but no later than seven (7) days after the submission of the employee’s written request. If the Appropriate Administrator has not provided a response to an employee’s vacation request within seven (7) days, the employee may elevate their request to the next level Appropriate Administrator. The next level Appropriate Administrator shall respond in writing, either approving or denying the request. If such leave is denied due to campus operational needs, at the employee’s request, the Appropriate Administrator shall explain in writing to the employee the campus operational needs. Denials based on operational need shall detail the precise operational need. The response shall be provided as soon as possible, no later than seven (7) days after employee’s elevation of the request.

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

Once per calendar year, the employee may elect to take a lump sum payout of forty (40) hours of vacation, so long as a balance of forty (40) hours remains in the employee’s vacation bank.

Nothing in this Article shall prohibit an employee from requesting use of accrued vacation credits for unforeseen circumstances requiring the employee’s absence

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from work (e.g. flat tire, dead battery, etc.). Notice provided pursuant to campus absence notification procedures shall satisfy the employee's obligation to notify the Appropriate Administrator under this provision.

- 14.9 Whenever an employee's accrued vacation amount will exceed or has exceeded the maximum accrual by the end of the calendar year as a result of the denial of one or more requests by the employee to schedule and use vacation in the last quarter of the calendar year, the following procedure shall apply:
- a. The employee shall submit a vacation request for the use of the excess vacation and the Appropriate Administrator shall respond to the request within ten (10) working days.
 - b. In the event that the request has not been granted within the ten (10) day period, the employee and the Appropriate Administrator shall attempt to reach mutual agreement on alternative dates on which to use the excess vacation.
 - c. If the employee and the Appropriate Administrator are unable to reach agreement, the employee may suggest three (3) alternative, non-overlapping periods of vacation time to be completed no later than June 30 of the new calendar year to utilize the excess vacation. The Appropriate Administrator shall agree to one of the three (3) scheduling options submitted by the employee.
 - d. If the employee fails to submit the three (3) scheduling options for use of the excess vacation or a vacation payout request, the Appropriate Administrator may direct the use of vacation on days to be determined by the Appropriate Administrator.

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Lump Sum Payment

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

Holidays

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

- c. March 31 (~~Farmworkers Day~~)
- d. June 19 (Juneteenth)
- e. July 4
- f. First Monday in September (Labor Day)
- g. November 11 (Veteran's Day)
- h. Thanksgiving Day
- i. December 25
- j. Any other day designated by the Governor for a public fast or holiday.

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

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

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

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

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

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

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

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

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

Personal Holiday

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

Holiday Work Compensation

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

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

ARTICLE 19

Commented [BN8]: 6/26/26: Union rejects ER counter proposal and restates its original proposal.

OVERTIME**Overtime Compensation**

19.1 Overtime is defined as authorized time worked in excess of eight (8) hours in a twenty four (24) hour period (or in excess of a standard shift for employees on an alternative work schedule) or forty (40) hours in a workweek of seven (7) consecutive twenty-four (24) hour periods.

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

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

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

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

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

- a. Take the time off at the beginning of the next work shift; or
- b. Take the time off at the end of the shift; or
- c. Work the entire shift; or
- d. Change the employee's start time for that day until eight (8) hours after the completion of the overtime assignment and then working the number of hours the employee is normally scheduled to work.

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

for the hours missed or taking off the hours missed as noncompensable time off the clock and, therefore, reducing the number of hours worked pursuant to provision 19.1.

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

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

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

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

Compensatory Time Off (CTO)

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

19.10 The scheduling of earned CTO shall be by mutual agreement of the employee and the Appropriate Administrator.

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

19.12 CTO shall be accrued in accordance with Appendix XX. Upon request of the employee, the Appropriate Administrator shall provide an accounting of the employee's CTO balance.

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

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

Extended Work Hour Meal Allowance

19.15 When an employee is required to work two (2) or more hours before or after a regularly scheduled workday, the employee may claim the cost of each meal up to the maximum of twenty-five (25) dollars. All claims for extended work hour meal reimbursements must be supported by a receipt and shall be submitted within thirty (30) calendar days. The time taken to consume the meal will not be included in the computation of extended work hours for the purpose of this allowance.

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

19.16 Overtime shall include time spent in travel to and from remote work sites and as provided for in Article 22, Professional Development.

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Call-Back

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

19.18 An employee may be called back to work in reverse seniority order. The Appropriate Administrator shall endeavor to assign call-back work on a volunteer basis. If no volunteers are available, or in an emergency situation, the employee who is called back shall be required to work.

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

On-Call Time

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

19.21 When the CSU determines that an employee shall be placed on call, the employee may use the employee's on-call time for the employee's own purposes, subject to the employee being reachable by leaving a telephone and/or text number where the employee can be contacted while on call. If contacted by the Appropriate Administrator, the employee shall report to work within a reasonable period of time. On call assignments shall not be unreasonably assigned.

