

**Collective Bargaining
Agreement Between**

**The Board of Trustees
of
The California State University**

and the

**California State University
Employees' Union**

Unit 2 – Health Care Support

Unit 5 – Operations Support Services

Unit 7 – Clerical/Administrative Support Services

Unit 9 – Technical Support Services

January 16, 2007 - June 30, 2011

Contains Revisions as of July 21, 2009



California State University
Employees' Union
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ARTICLE 1

RECOGNITION

- 1.1 The Trustees of The California State University (CSU) recognize the California State University Employees Union (CSUEU), Service Employees International Union (SEIU) Local 2579, the Union, as the sole and exclusive bargaining representative for Bargaining Units 2, 5, 7 and 9, which includes the employees in classifications described in Appendix A of this Agreement.
- 1.2 The parties further agree that management, supervisory, and confidential employees as defined in the Higher Education Employer-Employee Relations Act of 1978 (HEERA) are excluded from the bargaining units.
- 1.3 The parties agree that employees in classifications described in Appendix A of this Agreement appointed for ninety (90) days or less are excluded from the bargaining units and are not covered by the terms of this Agreement.
- 1.4 The parties may mutually agree in writing to modify the unit to include or delete classification(s). If the parties disagree as to the inclusion or deletion of classification(s), either party may seek a unit modification pursuant to the procedures established by the Public Employment Relations Board (PERB).
- 1.5 The University reserves the right at any time to move a position into a Confidential classification when the duties are consistent with the Confidential designation as defined in HEERA. The Union reserves the right to challenge before PERB whether a position designated by the University is confidential within the meaning of HEERA. Any Confidential employee whose duties are changed to remove confidential duties as defined in HEERA shall be appointed by the University to the classification and bargaining unit appropriate to the duties of the assignment.

ARTICLE 2

DEFINITIONS

- 2.1 Administrator - The term "administrator" as used in this Agreement refers to an employee of the CSU serving in a position designated management or supervisory as defined by HEERA.
- 2.2 Anniversary Date – The term “anniversary date” as used in this Agreement refers to the pay period in which an employee will be eligible for a Service Salary Increase and is defined in provision 20.30.
- 2.3 Appropriate Administrator - The term "appropriate administrator" as used in this Agreement refers to the immediate non-bargaining unit supervisor or manager to whom the employee is normally accountable, or who has been designated by the President.

- 2.4 Bargaining Unit - The term "bargaining unit" as used in this Agreement refers to one or more of the bargaining units defined in Article 1, Recognition.
- 2.5 Bargaining Unit Employee – The term “bargaining unit employee” as used in this Agreement refers to an employee of the CSU who works in one of the classifications represented by CSUEU, pursuant to Article 1.
- 2.6 Calendar Year - The term "calendar year" as used in this Agreement refers to the period of time from January 1 through December 31.
- 2.7 Campus - The term "campus" as used in this Agreement refers to one university or college and all its facilities, which is a member institution of The California State University. The term "campus" shall also refer to the Office of the Chancellor, when appropriate.
- 2.8 Chancellor - The term "Chancellor" as used in this Agreement refers to the chief executive officer of the CSU or his/her designee.
- 2.9 Conversion - The term "conversion" as used in this agreement refers to the implementation of new classification structure(s) in which the original classification(s) are abolished and replaced with new classification structure(s) with a new set of classification(s) and the employees are placed in the new classification(s). The impact of any conversion including, but not limited to, compensation shall be subject to the collective bargaining process.
- 2.10 Cruise Employee - A cruise employee is an employee who works at the California Maritime Academy and is scheduled to work on the same basis as employees under an Academic Year Pay plan and is required to work one (1) cruise a year.
- 2.11 CSUEU Administrator – The term “CSUEU Administrator” as used in this agreement refers to the position within CSUEU assigned overall responsibility for the CSU Employees Union.
- 2.12 CSU - The term "CSU" as used in this Agreement refers collectively to the Trustees, the Office of the Chancellor, and the universities and colleges.
- 2.13 Day - The term "day" as used in this Agreement refers to a calendar day. The time in which an act provided by this Agreement is to be done is computed by excluding the first day, and including the last, unless the last day is a holiday or other day on which the Employer is not regularly open for business, and then it is also excluded.
- 2.14 Emergency Employee – The term “emergency employee” as used in this Agreement refers to a temporary employee who is appointed under an emergency appointment. Emergency employees are not covered by the collective bargaining agreement unless their appointment exceeds ninety (90) days, in which case they are included in the bargaining unit on the ninety-first (91st) day of their appointment.

- 2.15 Employee - The term "employee" as used in this Agreement refers to a bargaining unit member who is a per diem, probationary, permanent, or temporary employee. Probationary, permanent, and temporary employees may be in a full-time or part-time status.
- a. Probationary Employee as used in this Agreement refers to a bargaining unit employee who has received a probationary appointment and is serving a period of probation.
 - b. Permanent Employee as used in this Agreement refers to a bargaining unit employee who has been awarded permanent status and is serving in a permanent appointment.
 - c. Temporary Employee as used in this Agreement refers to a bargaining unit employee who is serving in a temporary appointment for a specific period of time.
 1. Intermittent Employee as used in this Agreement refers to a temporary bargaining unit employee who works on an hourly-intermittent basis.
 - d. Per diem Employee as used in this agreement refers to a type of hourly intermittent employee in classifications listed in Appendix B who are paid by a per diem salary rate which includes a base hourly rate plus twenty-nine percent (29%) of the hourly rate. A per diem employee does not accrue leave and is not eligible for benefits and is not covered by Articles 14, 15, 16, 21, and 22. A per diem employee is eligible for retirement pursuant to Provision 21.37 (Part-time Employees Retirement Plan) and in accordance with CalPERS regulations. Per diem employees shall not displace bargaining unit employees. "Displacement" includes layoff and demotion.
- 2.16 Fiscal Year - The term "fiscal year" as used in this Agreement refers to the period of time from July 1 through June 30.
- 2.17 In-classification Progression - The term "in-classification progression" as used in this Agreement refers to movement from one skill level to a higher skill level within a classification.
- 2.18 In-range progression – The term "in-range progression" as used in this agreement refers to an increase in salary within a salary range or sub-range, but is not a movement to a higher skill level.
- 2.19 Lead Work Assignment - The term "lead work assignment" as used in this Agreement refers to a written assignment made by an appropriate administrator to a bargaining unit employee which includes a broad range of responsibilities for providing work direction to individuals who may or may not be CSU employees.
- 2.20 Lead Workers - "Lead Workers" as used in this Agreement are responsible for duties that include, but are not limited to: giving work assignments to employees; providing on-the-job training for assigned duties; attempting to resolve workflow

or procedural conflicts; providing input to the appropriate administrator on the employee's job performance. "Lead workers" are not responsible for administering discipline or responding to grievances.

- 2.21 Notice - The term "notice" or "notification" as used in this Agreement in Articles 1, 3, 4, 9, 17, 21, 24, and 29 refers to the process of providing formal and official written communication to CSUEU or the CSU. Unless otherwise expressly agreed upon, notice to both CSUEU and CSU shall be made to their respective headquarters.
- 2.22 Parties - The term "parties" as used in this Agreement refers to the California State University (CSU) and the California State University Employees Union (CSUEU).
- 2.23 President - The term "President" as used in this Agreement refers to the chief executive officer of a university or college or his/her designee. The term "President" shall also refer to the Chancellor or his/her designee, when appropriate.
- 2.24 Skill Level - The term "skill level" as used in this Agreement refers to a designated level within a classification containing skill levels that defines the requirements of a position or the duties and capabilities expected of an incumbent at that level.
- 2.25 Sub-Range - The term "sub-range" as used in this Agreement refers to the identified minimum and maximum salary rates related to a specific skill level within a salary range.
- 2.26 Telecommuting - The term "telecommuting" as used in this Agreement refers to the performance of the assigned duties and responsibilities of an employee's position in a space specifically set aside as an office, typically in the employee's residence (home office), on a regular basis, in accordance with campus policy.
- 2.27 Trustees - The term "Trustees" as used in this Agreement refers to the Board of Trustees of the CSU.
- 2.28 Union - The term "Union" as used in this Agreement refers to the California State University Employees Union (CSUEU) exclusive bargaining representative.
- 2.29 Union Representative - The term "Union Representative" as used in this Agreement refers to a person who has been officially designated in writing by the Union as a Union Representative.
- 2.30 Workday - The term "workday" as used in this Agreement refers to the hours an employee is scheduled for work on any one calendar day, or may consist of consecutive hours an employee is scheduled to work over two (2) consecutive calendar days when the scheduled hours cross midnight.

- 2.31 Worktime/Work Hours - The terms "worktime" and/or "work hours" as used in this Agreement refer to time spent in compensated employment except time spent on all paid disability leaves and workers' compensation.

ARTICLE 3

MANAGEMENT RIGHTS

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

Contracting Out

- 3.2 When the Employer deems it necessary in order to carry out the mission and operations of the campus, the Employer may contract out work provided that the contracting out does not displace bargaining unit employees. "Displacement" includes layoff, demotion, involuntary transfer to a new classification, involuntary transfer to a new location requiring a change of residence, and involuntary time base reductions.
- 3.3 The CSU shall notify the Union when contracting out is to be on a long-term basis for either an initial long-term contract or a successor contract. Long-term contracting out shall mean contracting which is more than one hundred eighty (180) days. The Union may request to meet and confer on the impact of contracting out work when such contracting out is to be on a long-term basis. The CSU shall meet with the Union for this purpose within thirty (30) days of such a request. Notice to the Union shall be no later than one hundred twenty (120) days prior to the commencement of the contracting out. In emergency circumstances, when the University enters into a contract under which 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 contracting out.
- 3.4 CSU shall notify the Union prior to issuing a Request for Proposal for a successor contract. Notice to the Union shall be no later than ninety (90) days prior to issuance of the Request for Proposal. Within thirty (30) days, the Union shall inform the CSU whether or not it wished to meet and confer.
- 3.5 Prior to meeting and conferring on long-term contracting out, the University will provide to CSUEU all relevant written information, including copies of all bids received, any cost analysis used by the University to evaluate the need for contracting out, and copies of all consultants' reports, if any, used by the University in making its decision regarding long-term contracting out.

ARTICLE 4

EFFECT OF AGREEMENT

4.1 This Agreement constitutes the entire Agreement of the Trustees and the Union, arrived at as the result of meeting and conferring. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties in an expressed written amendment to the Agreement. This Agreement supersedes all previous Agreements, understandings, and prior practices related to matters included within this Agreement. In the absence of any specific provisions in this Agreement, all CSU practices and procedures are at the discretion of the Employer.

The CSU shall provide notification to the Union of proposed changes in written systemwide and/or campuswide policies affecting wages, hours and conditions of employment during the term of this Agreement. Such notice shall be given at least thirty (30) days prior to the implementation of changes in such policies. Upon written request of the Union, the parties shall meet and confer regarding the impact of such changes within thirty (30) days of the union's request to meet and confer, unless the parties mutually agree to extend the time.

Written campuswide policies shall be made available for review by employees. However, this provision shall not be interpreted as conferring a right to reopen any provision of this agreement.

4.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as provided for in this Agreement, the CSU and the Union, for the life of this Agreement, voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Savings Clause

4.3 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction or governmental agency having authority over the provisions, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of this Agreement will continue in full force and effect.

4.4 No later than sixty (60) days after a request by either party to meet and confer, negotiations regarding a substitute provision(s) for the invalidated provision(s) shall commence.

ARTICLE 5

UNION RIGHTS

Use of Facilities

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

Campus Communication

- 5.3 Intra-campus mail service, including electronic mail 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 his/her 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 he/she 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 with the names of the employees for whom release time is being requested at least five (5) 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 far enough in advance to permit scheduling of CSUEU speakers pursuant to rules and regulations of the Trustees, 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 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, provided that all the requirements of Provision 5.6 are met. 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. Requests for release time under this provision shall be submitted in writing by CSUEU Headquarters to the CSU Headquarters. The request shall be submitted to CSU Headquarters at least five (5) working days in advance of the requested time off. Any request not received five (5) working days in advance shall be deemed denied. Once a request is submitted, it will normally not be changed. Leave requests that are not used shall be restored to the 5.11 (d) pool. The campus shall grant such requests, provided operational needs are met. The 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. CSUEU shall provide to the CSU a quarterly report of leave used under this provision.

- 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 five (5) 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.
- 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 his/her 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 thirty percent (30%) for incidental costs. If the cost of the University's contribution for PERS retirement and for health and dental care coverage increase by more than four percent (4%), the thirty percent (30%) cost of incidental costs will be increased by the percentage increase in cost of retirement and health and dental care. 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.
 - c. 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 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

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

Union Security

- 5.16 The CSU agrees to 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 State Controller to the extent such deductions are permitted by law.
- 5.17 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.
- 5.18 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 5.17 above.
- 5.19 The amount of dues deducted from the CSUEU members' pay warrants shall be sent to CSUEU and changed by the CSU upon written request of CSUEU.
- 5.20 Employees shall be free to join or not to join the Union.
- 5.21 CSUEU agrees to indemnify, defend, and hold the CSU harmless against any claim made of any nature and against any suit instituted against the CSU arising from its payroll deduction for CSUEU dues and deductions.

ARTICLE 6

CONCERTED ACTIVITIES

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

- 6.2 The Union shall not promote, organize or support any strike or other concerted activity, including sympathy strikes, which would interfere with or adversely affect the operations or mission of the CSU.
- 6.3 The CSU agrees that it will not lock out any bargaining unit employee(s).

ARTICLE 7

GRIEVANCE PROCEDURE

Definitions

- 7.1 Grievance - The term "grievance" as used in this Article refers to the specific stated allegation by a grievant that there has been a violation, misapplication, or misinterpretation of a specific term(s) of this Agreement.
- 7.2 Grievant - The term "grievant" as used in this Article refers to a CSUEU-represented employee who is a:
- a. permanent employee(s); or
 - b. probationary employee(s); or
 - c. temporary employee(s) employed for more than ninety (90) consecutive days immediately prior to the event giving rise to the grievance; or
 - d. intermittent employee(s); and
- who allege(s) in a grievance that he/she/they has/have been directly wronged by a violation, misapplication, or misinterpretation of a specific term(s) of this Agreement.
- The term "grievant," as used in this Article, may refer to the Union when alleging a violation, misapplication, or misinterpretation of a specific term(s) of this Agreement.
- 7.3 Representative - The term "representative" as used in this Article shall be a Union Representative or an employee who, at the grievant's request, may be present at all levels through Level III. Representation at Level IV shall be by the Union only.
- 7.4 Respond and File - The terms "respond" and "file" as used in this Article refer to personal delivery or deposit in the U.S. mail or transmittal by facsimile or electronic mail.
- a. If mail delivery is used, it shall include a proof of service by mail which shall establish the date of response or filing. If personal delivery is used, the calendar date of delivery shall establish the date of response or filing.

- b. If facsimile transmittal is used either to file or respond to a grievance, the facsimile transmittal cover letter must be returned and shall include the signature of the receiving party acknowledging receipt as well as the date of receipt. A response or filing shall not be considered accomplished in the absence of such date and signature on the cover letter.
- c. If electronic mail is used, the receiving party must respond acknowledging receipt and date of receipt of the electronic mail transmission.
- d. A copy of all responses shall be concurrently served on the grievant's representative. If the grievant has not provided a facsimile number, the grievant may be served by U.S. mail.

Informal (Optional)

- 7.5 A grievant shall have the right to present a grievance and to have that grievance considered in good faith.
- 7.6 If an informal meeting is requested, it shall be held within twenty-one (21) days of the request.
- 7.7 The grievant and one representative, if any, may discuss the grievance with the immediate non-bargaining unit supervisor no later than thirty (30) days after the event giving rise to the potential grievance, or no later than thirty (30) days after the grievant knew or reasonably should have known of the event giving rise to the potential grievance. The grievant must identify the meeting as an Informal Grievance meeting. If the employee chooses to have an additional representative present during this informal discussion, then the immediate non-bargaining unit supervisor may also have an additional University administrator present during the discussions.
- 7.8 The grievant may attempt to resolve the grievance informally with the immediate non-bargaining unit supervisor. The immediate non-bargaining unit supervisor shall provide a verbal response to the grievant as soon as possible after the Informal meeting.
- 7.9 A resolution of a grievance at the informal level shall not be precedent setting.

Level I

- 7.10 If the potential grievance is not resolved at the Informal level or if the informal step is not invoked by the grievant, the grievant may file a Level I grievance with the appropriate administrator no later than thirty (30) days after the event giving rise to the grievance or after the grievant knew or reasonably should have known of the event giving rise to the potential grievance or twenty-one (21) days after the Informal meeting, if one was held. The grievant shall state on a grievance form agreed to by the parties and provided by CSUEU:
 - a. the specific term(s) of the Agreement alleged to have been violated;

- b. a detailed description of the grounds of the grievance including names, dates, places, and times;
- c. a proposed remedy;
- d. the name, classification, mailing address, and signature of the grievant;
- e. the name and telephone number of the representative, if any;
- f. the name and address of the Union, if the representative is acting as an agent of the Union;
- g. date of submission; and,
- h. facsimile and/or electronic mail addresses, if any, of the grievant and/or representative.

7.11 Failure to provide the required information in items 7.10 (a) through (g) will be grounds for the return of the grievance to the grievant. A copy of the grievance shall also be sent to the union representative handling the case and to CSUEU Headquarters. If the grievance is not amended and returned within twenty-one (21) days, the grievance will be deemed withdrawn.

7.12 The appropriate administrator shall hold a meeting with the grievant and the grievant's representative, if any, at a mutually acceptable time and location within twenty-one (21) days after receipt of the grievance. The grievant may bring an additional representative to the meeting by advising the appropriate administrator in advance. If the grievant has an additional representative, the appropriate administrator may have an additional representative of management present at the meeting. The appropriate administrator shall respond to the grievant no later than twenty-one (21) days after the Level I meeting.

Level II

7.13 In the event the grievance is not settled at Level I, the grievant may file the Level II grievance with the President or designee no later than twenty-one (21) days after the Level I response. If a settlement is proposed at Level I, the grievant should include a written statement relevant to the settlement proposal. Within twenty-one (21) days after receipt of the Level II filing, the President or designee shall hold a meeting with the grievant and the grievant's representative, if any, at a mutually acceptable time and location. The grievant may bring an additional representative to the meeting by advising the appropriate administrator in advance. If the grievant has an additional representative, the appropriate administrator may have an additional representative of management present at the meeting. The President shall respond to the grievant no later than twenty-one (21) days after the Level II meeting.

7.14 The grievant shall present at each level all issues and evidence related to the grievance. Additional issues and/or evidence which become known after the

Level II meeting shall be allowed to be presented and may be cause for the grievance to be remanded to the prior level only upon mutual agreement of the parties. Issues and/or evidence must be made known before filing the grievance at Level IV.

- 7.15 Amendments and/or modifications to the grievance shall not be made by the grievant after the Level III filing date, except by mutual agreement.
- 7.16 The parties may, by mutual agreement between the system-level representatives of both parties, expedite the grievance to Level III. Level III time limits shall commence on the date the agreement to expedite was reached.

Level III – Office of the Chancellor

- 7.17 In the event the grievance is not settled at Level II, the grievant may file a written request for review with the Office of the Chancellor no later than twenty-one (21) days after the Level II response. The grievant shall attach a copy of the Level I and Level II responses together with any documents presented at those levels.
- 7.18 Within twenty-one (21) days of receipt of the Level III filing, the representative of the grievant shall schedule a conference, at a mutually acceptable date, time and location with a designated individual in the Office of the Chancellor for the purpose of reviewing the matter. If there is no mutually acceptable location, then the conference shall take place via a telephonic or teleconference meeting. The designated individual in the Office of the Chancellor shall respond no later than twenty-one (21) days after the conference. The original Level III response from the Office of the Chancellor shall be sent to the Union representative handling the case at Level III. A copy of the Level III response shall be sent to the grievant as long as the grievant provides an address on the grievance form. A copy of the response shall be sent to CSUEU Headquarters. If the grievant has not provided an address, the grievant's copy shall be sent to CSUEU Headquarters and CSUEU will deliver it to the grievant.

Level IV - Arbitration

- 7.19 If the grievance has not been settled at Level III, the Union alone may, no later than forty (40) days after the Level III response, submit the grievance to arbitration by giving notice to that effect by certified mail, return receipt requested, directed to the Office of the Vice Chancellor for Human Resources.
- 7.20 The parties hereby designate a minimum of nine (9) arbitrators, including, but not limited to, Tom Angelo, Howard Block, Norman Brand, Richard Calister, R. Douglas Collins, Thomas Roberts, and other mutually agreed to arbitrators as members of the Arbitration Panel under this Agreement. The panel members shall be designated to serve in the order of rotation noted above, provided the panel member reached has an available day within one hundred and twenty (120) days of notification, or the parties mutually agree to a later date. Either party to the Agreement may peremptorily challenge one panel member at any time during the term of this Agreement and such panel member shall be removed from the panel and replaced with a mutually acceptable replacement.

- 7.21 If an arbitrability question exists, the arbitrator shall determine the arbitrability question prior to hearing the merits of the grievance. The arbitrator may proceed to hear the merits of the grievance prior to meeting the requirements of Provision 7.23 below.
- a. When the grievance is found not arbitrable, the grievance shall be deemed null and void.
 - b. When the grievance is found to be arbitrable, the arbitrator shall hear the merits of the grievance.
 - c. Provision 7.21 shall not prohibit the parties from mutually agreeing to a second arbitration hearing on the merits of the grievance or from mutually agreeing to select a second arbitrator to hear the merits of the grievance.
- 7.22 The arbitrator may conduct the hearing as mediation-arbitration upon the mutual agreement of the parties and the arbitrator (following the guidelines set forth in the Side Letter of Agreement).
- 7.23 The arbitrator's award shall be in writing and shall set forth his/her findings, reasoning, and conclusions on the issue(s) submitted.
- 7.24 The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply at Level IV.
- 7.25 It shall be the function of the arbitrator to rule on the specific grievance. The arbitrator shall be subject to the following limitations:
- a. The arbitrator's award shall be based solely upon the evidence and arguments appropriately presented in the hearing and upon any post-hearing briefs.
 - b. The arbitrator shall have no power to alter, add to, detract from, or amend the provisions of this Agreement.
 - c. The arbitrator shall not consider any issue not raised by the parties prior to Level IV of this Article. The arbitrator shall not consider any evidence which was known or reasonably should have been known and not raised by the parties prior to Level IV of this Article.
 - d. Under no circumstances may an arbitrator make an award which will supersede the President's judgment on subjective business decisions.
 - e. The award of the arbitrator may or may not include back pay. Any back pay award shall be less any compensation that the employee received, including unemployment compensation. Under no circumstances may interest be included in an award.
 - f. The standard of review for the arbitrator is whether the CSU violated, misapplied, or misinterpreted a specific term(s) of this Agreement.

- 7.26 The arbitrator's award shall be final and binding on both parties.
- 7.27 A witness who is an employee shall be excused from worktime to appear at an arbitration hearing with no loss of pay. Other expenses of any witness called before the arbitrator shall be borne by the party calling the witness.
- 7.28 Each party shall bear the expense of preparing and presenting its own case. The cost of arbitration, excluding advocate, unilateral withdrawal, postponement, or cancellation fee, shall be borne equally by the parties.
- 7.29 The process to schedule a grievance for an arbitration hearing shall be initiated by a written request from the representative of the Union to the designated individual in the Office of the Chancellor. The request shall be for the parties to select an arbitrator pursuant to Provision 7.20. Any grievance filed into arbitration shall be considered withdrawn by the Union if it has not been scheduled within twelve (12) months of the filing to arbitration from Level IV and no written request has been made by the Union. Within the twelve (12) months the parties shall confirm with an arbitrator that a hearing date has been set.
- 7.30 Upon mutual agreement, the parties may agree to use the expedited AAA arbitration procedures for Health and Safety grievances.

Mediation

- 7.31 The parties agree to participate in a mediation for the purpose of compromising, settling, or resolving a grievance. Grievances may be subject to mediation in accordance with the following:
- a. The party requesting mediation shall request mediation within thirty (30) calendar days after the Union has appealed the grievance to Level III or IV.
 - b. Grievances shall not proceed to mediation except by the mutual agreement of both parties.
 - c. The timelines and order of the scheduling of grievances for arbitration pursuant to this Article shall not be affected by the parties' desire to invoke mediation.
 - d. The parties shall establish a panel of three (3) mediators by mutual agreement, to serve in the north and in the south and who shall serve in alphabetical rotation. The panel shall consist of Louis Zigman, Ken Cloke and Kathy Kelly. Members of the arbitration panel established pursuant to this Article shall not be eligible to serve on this mediation panel. The parties may add to this panel at any time by mutual agreement, including one-time use of a mediator.
 - e. The procedures set forth in California Evidence Code Section 1152.5 shall be applicable to mediation conducted pursuant to this Agreement.
 - f. All costs of mediation shall be borne equally by both parties.

- g. The recommendations of a mediator, if any, shall be advisory only and shall not be binding upon the parties. Neither party shall attempt to enter into evidence at a subsequent arbitration hearing any recommendation(s) of the mediator.

Mediation/Arbitration Procedure

7.32 “Med/Arb” is a process under which the mediator begins the hearing by attempting to mediate a settlement. If unable to settle the grievance, the mediator assumes the role of arbitrator and the hearing changes from a mediation to an arbitration.

7.33 Grievances may be subject to “Med/Arb” for the purpose of compromising, settling, or resolving a grievance in accordance with the following guidelines:

- a. Either party may request “Med/Arb” at any time following the Level III response and prior to the grievance being scheduled for arbitration.
- b. Both parties must agree to use the “Med/Arb” procedure.
- c. Should a settlement not be reached during the mediation portion of the “Med-Arb” hearing, the award of the mediator/arbitrator from the arbitration portion of the “Med-Arb” shall be final and binding on both parties and is not subject to arbitration under Level IV of the Grievance Procedure.
- d. The parties shall establish a panel of three (3) mediators/arbitrators by mutual agreement, to serve in alphabetical rotation. The panel shall consist of Louis Zigman, Kathy Kelly, and Walt Dougherty.
- e. All costs of “Med/Arb” shall be borne equally by both parties.
- f. At least forty (40) calendar days prior to the “Med/Arb” hearing, the parties shall conduct a Pre-Hearing Conference to try to reach agreement on an issue statement, stipulations, exhibits, and witnesses.
- g. At or after the “Pre-hearing Conference” but prior to encumbering a cancellation fee, should either party determine it did not wish to participate in a “Med/Arb” hearing, the “Med/Arb” shall be cancelled, and the Union may pursue their appeal in accordance with provision 7.19.

7.34 “Med/Arb” hearings shall be conducted in accordance with the following procedure:

- a. The parties shall submit to the arbitrator any joint stipulations and exhibits agreed upon. Each side may also submit its own exhibits.
- b. The parties shall make opening statements during which they will describe the facts and evidence they intend to submit should the hearing become an arbitration.

- c. The mediator/arbitrator will then assist the parties to pursue a resolution. If the mediator/arbitrator concurs, witnesses may be called during the mediation phase of the hearing.
- d. If the parties are unable to reach agreement, the mediator/arbitrator shall end the mediation phase of the hearing and begin the arbitration phase of the hearing.
- e. During the arbitration phase, both sides may call witnesses and enter evidence into the record.
- f. Each side is limited to no more than three (3) witnesses, unless they mutually agree to additional witnesses.
- g. At the conclusion of the hearing the parties shall present oral arguments. Unless the parties mutually agree or the mediator/ arbitrator so requests, the parties will not submit written briefs.
- h. The provisions of 7.25 through 7.28 apply to “Med/Arb” hearings.
- i. The arbitrator shall issue a decision without any supporting opinion or analysis within thirty (30) calendar days of the “Med-Arb” hearing.

General Provisions

- 7.35 Failure of the grievant to comply with the time limitations of this Article shall render the grievance null and void and bar subsequent filing of this grievance. Failure by the appropriate administrator, President, or designated individual in the Office of the Chancellor to timely respond under this Article shall permit the grievance to be filed at the next level.
- 7.36 Time limits set forth in this Article may be extended by mutual agreement. If the grievant, representative, if any, or appropriate administrator is on a leave, vacation or holiday for five (5) days or more, but less than one year, the time limits shall be extended by the length of time of such leave, vacation, or holiday.
- 7.37 In cases where it is necessary for the grievant or his/her representative to have access to information for the purpose of investigating a grievance, the grievant or his/her representative shall make a written request for such information to the appropriate administrator. The grievant or his/her representative shall have access to all information within the policies and procedures defining confidentiality which would assist in adjusting the grievance.
- 7.38 To ensure the integrity of the grievance process, at every level a different administrator shall hear and respond to the grievant with the exception of Level IV, arbitration.
- 7.39 The processing of grievances filed and unresolved prior to the effective date of the Agreement may continue under the grievance procedure in effect at the time of the initial filing.

- 7.40 A decision by the Union to submit a grievance to arbitration shall automatically be a waiver of all other remedies except as provided otherwise by statute.
- 7.41 A grievance settled prior to arbitration shall not be precedent setting.
- 7.42 A grievant may withdraw a grievance at any time. The grievant shall not file any subsequent grievance on the same alleged incident.
- 7.43 The parties, by mutual agreement, may consolidate grievances on similar issues at any level.
- 7.44 By mutual agreement, a grievance may be filed at the level at which the authority to resolve the grievance resides.
- 7.45 Prior to filing a grievance, the potential grievant and representative, if any, shall each be provided with one (1) hour release time for grievance preparation and reasonable time for grievance presentation at the informal level.
- 7.46 After the grievance has been filed, a representative and the grievant shall be provided reasonable release time for the purpose of preparation and presentation of the grievance.
- 7.47 For training purposes, the Union may have a steward-in-training attend a grievance meeting at all levels of the Grievance Procedure, provided the steward-in-training is on his/her own time or on 5.11 (d) time and provided the steward-in-training does not participate in the meeting. The Union shall submit to the campus Human Resources Department a list of new stewards who are to be considered in training under this article.
- 7.48 The procedures for securing release time for grievance processing shall be:
- a. Representatives and potential grievants shall contact the appropriate administrator if release time is required to prepare and present a grievance at the informal Level. The representative and potential grievant shall be required to cite only Provision 7.45 as a statement of need.
 - b. Release time requested pursuant to Provision 7.46 shall require the citation of only Provision 7.46 as a statement of need.
 - c. In either case, the appropriate administrator shall grant the contractually specified release time after considering the needs of the operation of the University. If the requested release time is denied for operational need, the deadline for the grievance shall be extended until such time as the release time is provided.
 - d. Requests for release time shall include: (1) at what time and location; and (2) the anticipated duration of the meeting.

- 7.49 Both parties agree that all grievance files shall be confidential. Both parties agree that specific statements made and records used in grievance meetings shall be confidential.
- 7.50 An employee may present grievances and have such grievances adjusted without the intervention of the Union as long as adjustment is reached prior to Level IV; provided such adjustment is not inconsistent with the terms of a written agreement then in effect; and provided that the CSU will not agree to a resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response.
- 7.51 The procedure (Article 7, Grievance Procedure, or Article 8, Complaint Procedure) utilized by the employee at the Level II filing shall indicate a final and binding selection of procedures. Prior to the Level II filing, the employee may convert to the alternative procedure without interruption of time limits nor sequence of levels. If both a grievance and a complaint are filed at Level II on the same issue, either the grievance or the complaint shall be withdrawn prior to the Level II hearing.

Except as provided for in the paragraph above, an employee may not utilize both Article 7, Grievance Procedure, and Article 8, Complaint Procedure, to adjust the allegations arising from a single set of circumstances.

ARTICLE 8

COMPLAINT PROCEDURE

Definitions

- 8.1 Complaint - The term "complaint" as used in this Article refers to a specific stated allegation by a complainant that there has been a violation, misapplication, or misinterpretation of a specific CSU policy governing working conditions or CSU work rule.
- 8.2 Complainant- The term "complainant" as used in this Article refers to a CSUEU-represented employee who is a:
- a. permanent employee(s); or
 - b. probationary employee(s); or
 - c. temporary employee(s) employed for more than ninety (90) consecutive days immediately prior to the event giving rise to the complaint; or
 - d. intermittent employee(s); and

who allege(s) in a complaint that he/she/they has/have been directly wronged by a violation, misapplication, or misinterpretation of a specific term(s) of a CSU policy governing working conditions or CSU work rules.

The term "complainant," as used in this Article, may refer to the Union when alleging a violation, misapplication, or misinterpretation of a specific term(s) of a CSU policy governing working conditions or CSU work rules.

8.3 Representative - The term "representative" as used in this Article shall be a Union Representative or an employee who, at the complainant's request, may be present at all levels through Level III.

8.4 Respond and File - The terms "respond" and "file" as used in this Article refer to personal delivery or deposit in the U.S. mail or transmittal by facsimile or electronic mail.

a. If mail delivery is used, it shall include a proof of service by mail which shall establish the date of response or filing. If personal delivery is used, the calendar date of delivery shall establish the date of response or filing.

b. If facsimile transmittal is used either to file or respond to a complaint, the facsimile transmittal cover letter must be returned and shall include the signature of the receiving party acknowledging receipt as well as the date of receipt. A response or filing shall not be considered accomplished in the absence of such date and signature on the cover letter.

c. If electronic mail is used, the receiving party must respond acknowledging receipt and date of receipt of the electronic mail transmission.

d. A copy of all responses shall be concurrently served on the grievant's representative. If the grievant has not provided a facsimile number, the grievant may be served by U.S. mail.

8.5 Complaints alleging violations, misapplications, or misinterpretations of system-wide policies governing wages, hours working conditions, or CSU work rules may be initiated at Level III.

Informal (Optional)

8.6 A complainant shall have the right to present a complaint and to have that complaint considered in good faith.

8.7 The complainant and one representative, if any, may discuss the complaint with the immediate non-bargaining unit supervisor no later than thirty (30) days after the event giving rise to the potential complaint, or no later than thirty (30) days after the complainant knew or reasonably should have known of the event giving rise to the complaint. The complainant must identify the meeting as an Informal Complaint meeting. If the employee chooses to have an additional representative present during this informal discussion, then the immediate non-bargaining unit supervisor may also have an additional University administrator present during the discussions.

8.8 If an informal meeting is requested, it shall be held within twenty-one (21) days of the request.

- 8.9 The complainant and one representative, if any, may attempt to resolve the complaint informally with the immediate non-bargaining unit supervisor. The immediate non-bargaining unit supervisor shall provide a verbal response to the complainant as soon as possible after the informal meeting.
- 8.10 A resolution of a complaint at the informal level shall not be precedent setting.

Level I

- 8.11 If the complaint is not resolved at the Informal Level or if the informal step is not invoked by the complainant, the complainant may file a Level I complaint with the appropriate administrator no later than thirty (30) days after the event giving rise to the complaint or after the complainant knew or reasonably should have known of the event giving rise to the potential complaint or twenty-one (21) days after the Informal meeting if one was held.

The complaint shall state on a complaint form agreed to by the parties and provided by CSUEU:

- a. the specific term(s) of the CSU policy governing working conditions or CSU work rule alleged to have been violated;
 - b. a detailed description of the grounds of the complaint including names, dates, places, and times;
 - c. a proposed remedy;
 - d. the name, classification, mailing address, and signature of the complainant;
 - e. the name and telephone number of the representative, if any;
 - f. the name and address of the Union, if the representative is acting as an agent of the Union;
 - g. the date of submission; and
 - h. facsimile and/or electronic mail addresses, if any, of the grievant and/or representative.
- 8.12 The appropriate administrator shall hold a meeting with the complainant and the complainant's representative, if any, at a mutually acceptable time and location within twenty-one (21) days after receipt of the complaint. The complainant may bring an additional representative to the meeting by advising the appropriate administrator in advance. If the complainant has an additional representative, the appropriate administrator may have an additional representative of management present at the meeting. The appropriate administrator shall respond to the complainant no later than twenty-one (21) days after the Level I meeting.

Level II

- 8.13 In the event the complaint is not settled at Level I, the complainant may file the Level II complaint with the President or designee no later than twenty-one (21) days after the Level I response. If a settlement is proposed at Level I, the complainant should include a written statement relevant to the settlement proposal. Within twenty-one (21) days after receipt of the Level II filing, the President or designee shall hold a meeting with the complainant and the complainant's representative, if any, at a mutually acceptable time and location. The complainant may bring an additional representative to the meeting by advising the appropriate administrator in advance. If the complainant has an additional representative, the appropriate administrator may have an additional representative present at the meeting. The President shall respond to the complainant no later than twenty-one (21) days after the Level II meeting. The Level II response shall be a final decision when alleging a violation of a campus policy/rule.
- 8.14 The complainant shall present at each level all issues and evidence related to the complaint. Additional issues and/or evidence which become known after the Level II meeting shall be allowed to be presented and may be the cause for the complaint to be reviewed again at Level II only upon mutual agreement of the parties. Such issues and/or evidence must be made known before filing the complaint at Level III when alleging a violation of a systemwide policy/rule.
- 8.15 Amendments and/or modifications to the complaint shall not be made by the complainant after the Level III filing date except by mutual agreement.
- 8.16 Prior to the Level II response date, the parties may, by mutual agreement between the system-wide representatives, expedite the complaint to Level III when there has been an allegation of a violation of a systemwide policy/rule. Level III time limits shall commence on the date the agreement to expedite was reached.
- 8.17 An allegation of a violation of a campus policy/rule shall not be filed beyond Level II.
- 8.18 A complaint concerning health and safety issues may be filed at Level II.

Level III – Office of the Chancellor

- 8.19 In the event the complaint alleging a violation of a systemwide policy/rule is not settled at Level II, the complainant may file a written request for review with the Office of the Chancellor no later than twenty-one (21) days after the Level II response. The complainant shall attach a copy of the Level I and Level II responses together with any documents presented at those levels.
- 8.20 Within twenty-one (21) days of the Level III filing, the representative of the complainant shall schedule a conference at a mutually acceptable date, time and location with a designated individual in the Office of the Chancellor for the purpose of reviewing the matter. If there is no mutually acceptable location, then the conference shall take place via a telephonic or teleconference meeting. The

designated individual in the Office of the Chancellor shall respond no later than twenty-one (21) days after the conference. The Level III response shall be a final decision. The original Level III response from the Office of the Chancellor shall be sent to the Union representative handling the case at Level III. A copy of the Level III response shall be sent to the complainant as long as the complainant provides an address on the complaint form. A copy of the response shall be sent to CSUEU Headquarters. If the complainant has not provided an address, the complainant's copy shall be sent to CSUEU Headquarters and CSUEU will deliver it to the complainant.

Mediation

- 8.21 The parties agree to participate in mediation for the purpose of compromising, settling, or resolving a complaint. Complaints may be subject to mediation in accordance with the following:
- a. The party requesting mediation of campus policies shall request mediation within thirty (30) calendar days after the Union has filed a complaint at Level II.
 - b. The party requesting mediation of systemwide policies shall request mediation within thirty (30) calendar days after the Union has filed a complaint at Level III.
 - c. Complaints shall not proceed to mediation except by the mutual agreement of both parties.
 - d. The parties shall establish a panel of three (3) mediators by mutual agreement, to serve in the north and in the south and who shall serve in alphabetical rotation. The panel shall consist of Louis Zigman, Ken Cloke and Kathy Kelly. Members of the arbitration panel established pursuant to Article 7 shall not be eligible to serve on this mediation panel. The parties may add to this panel at any time by mutual agreement, including one-time use of a mediator.
 - e. The procedures set forth in California Evidence Code Section 1152.5, or any substitute or successor provision of that code section, shall be applicable to mediation conducted pursuant to this Agreement.
 - f. All costs of mediation shall be borne equally by both parties.
 - g. The recommendations of a mediator, if any, shall be advisory only and shall not be binding upon the parties.

General Provisions

- 8.22 Failure of the complainant to comply with the time limitations of this Article shall render the complaint null and void and bar subsequent filing of this complaint. Failure by the appropriate administrator or President to timely respond under this Article shall permit the complaint to be filed at the next level.

- 8.23 Time limits set forth in this Article may be extended by mutual agreement. If the complainant, representative, if any, or appropriate administrator is on a leave, vacation or holiday for five (5) days or more, but less than one year, the time limits shall be extended by the length of time of such leave, vacation, or holiday.
- 8.24 In cases where it is necessary for the complainant or his/her representative to have access to information for the purpose of investigating a complaint, the complainant or his/her representative shall make a written request for such information to the appropriate administrator. The complainant or his/her representative shall have access to all information within the policies and procedures defining confidentiality which would assist in adjusting the complaint.
- 8.25 The processing of complaints filed and unresolved prior to the effective date of the Agreement may continue under the complaint procedure in effect at the time of the initial filing.
- 8.26 A complainant may withdraw a complaint at any time. The complainant shall not file any subsequent complaint on the same alleged incident.
- 8.27 The parties, by mutual agreement, may consolidate complaints on similar issues at any level.
- 8.28 By mutual agreement, a complaint may be filed at the level at which the authority to resolve the complaint resides.
- 8.29 To ensure the integrity of the complaint process, at every level a different administrator shall hear and respond to the complainant.
- 8.30 Prior to filing a complaint, the potential complainant and representative, if any, shall each be provided with one (1) hour release time for complaint preparation and reasonable time for complaint presentation at the Informal Level.
- 8.31 For training purposes, the Union may have a steward-in-training attend a complaint meeting at all levels of the Complaint Procedure, provided the steward-in-training is on his/her own time or on 5.11 (d) time and provided the steward-in-training does not participate in the meeting. The Union shall submit to the campus Human Resources Department a list of new stewards who are to be considered in training under this article.
- 8.32 After the complaint has been filed, a representative and the complainant shall be provided reasonable release time for the purpose of preparation and presentation of the complaint.
- 8.33 The procedures for securing release time for complaint processing shall be:
- a. Representatives and potential complainants shall contact the appropriate administrator if release time is required to prepare and present a complaint at the Informal Level. The representative and potential complainant shall be required to cite only Provision 8.30 as a statement of need.

- b. Release time requested pursuant to Provision 8.32 shall require the citation of only Provision 8.32 as a statement of need.
- c. In either case, the appropriate administrator shall grant the contractually specified release time after considering the needs of the operation of the University. If the requested release time is denied for operational need, the deadline for the grievance shall be extended until such time as the release time is provided.
- d. Requests for release time shall include: (1) at what time and location; and (2) the anticipated duration of the meeting.

8.34 Both parties agree that all complaint files shall be confidential. In addition, all settlements related to sexual harassment and discrimination complaints shall be confidential. Both parties agree that specific statements made and records used in complaint meetings shall be confidential.

8.35 An employee may present complaints and have such complaints adjusted without the intervention of the Union provided such adjustment is not inconsistent with the terms of a written agreement then in effect and provided that the Employer will not agree to a resolution of the complaint until the Union has received a copy of the complaint and the proposed resolution, and has been given the opportunity to file a response.

8.36 The procedure (Article 7, Grievance Procedure, or Article 8, Complaint Procedure) utilized by the employee at the Level II filing shall indicate a final and binding selection of procedures. Prior to the Level II filing, the employee may convert to the alternative procedure without interruption of time limits or sequence of levels.

Except as provided for in the paragraph above, an employee may not utilize both Article 7, Grievance Procedure, and Article 8, Complaint Procedure, to adjust the allegations arising from a single set of circumstances.

ARTICLE 9

EMPLOYEE STATUS

Appointment

9.1 Campus position vacancies for CSUEU-represented classifications shall be posted for fourteen (14) days in the campus Human Resources Office and should be announced in the position vacancy announcement. The CSU shall post campus position vacancies on appropriate bulletin boards and may post on the campus electronic web site. Campuses that maintain a telephone "job line" shall endeavor to continue such a service. Such announcements shall include the classification title, skill level, description of duties, desirable experience, minimum qualifications, (when applicable), salary range or subrange applicable to a skill level, specialized skills (if any), and procedures to be followed by applicants

applying for such vacancies. Other position vacancy notices received by the campus Human Resources Office shall be made available in the campus Human Resources Office.

- 9.2 At the discretion of the campus open positions may be posted only on the campus for campus applicants.
- 9.3 An employee who believes he/she is qualified for a vacant position at a CSU campus or the Chancellor's Office may apply for such position within the specified application period. Applications shall be submitted to the appropriate Human Resources Office. An employee may submit, along with an application, a statement regarding his/her 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 in filling vacant bargaining unit positions to fill such vacancies from among qualified individuals currently employed at a campus. The President may appoint outside applicants when he/she determines such action is necessary to meet the best interest of the campus by obtaining specialized skills and abilities not available from current employees.
- 9.4 If an employee applicant is not selected for a position for which he/she interviewed, the employee shall be notified he/she 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 his/her 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 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 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 9.52. 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 his/her 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.

Shift Change

- 9.9 When a department has a vacancy on a shift, current employees in the same classification in the same department on another shift shall be given first opportunity to request transfer to the shift with the vacancy. The decision to transfer the employee to the vacancy shall not be subject to Article 7, Grievance Procedure.

Emergency Appointment

- 9.10 Emergency temporary positions of one hundred eighty (180) days or less are not required to be posted. Such emergency temporary appointments of up to one hundred eighty (180) days may be renewed up to, but not beyond, 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

- 9.11 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

- 9.12 The probationary period for an employee is one (1) year of service in a particular classification or skill level.
- 9.13 Part-time and full-time temporary service shall count as credited service for probation when granted by the President.
- 9.14 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.
- 9.15 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.

- 9.16 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 fifty percent (50%) or more.

Service in Work Training or Work Relief Programs

- 9.17 Persons who are appointed to positions that are fully or partially funded from sources other than the CSU and/or the funding is in support of a program of work relief or work training for the utilization of the unemployed or the underemployed or prisoner/work furlough program will not receive service credit toward permanent status while serving in such positions. The CSU shall notify the Union whenever such work will be performed on a campus.

Suspension of Service Credit

- 9.18
- 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 of over thirty (30) days, 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 of absence.
 - 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

- 9.19 When a position is vacant, the employee selected for a position that requires movement to a new classification or skill level may serve a new probationary period.
- 9.20
- 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 his/her 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 his/her prior classification credited toward probation in the new or revised classification, provided there has been no substantial change in the employee's duties.

9.21 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

9.22 When an employee moves to a lower classification in the same occupational group, the appropriate salary rate in the salary range shall be determined by combining any previous service in the lower class and service in the higher classification.

9.23 When an employee moves to a lower classification in another occupational group, the appropriate salary rate in the salary range shall be determined by the President, except that in no case shall the new rate exceed the rate received in the higher classification. 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.

9.24 When an employee moves to a classification with a higher salary range maximum, the appropriate salary rate in the salary range shall be determined by the President. The salary rate in the higher salary 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.

In-Classification Progression

9.25 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

- 9.26 An employee may request a position classification review at any time during the year, subject to the limitation in provision 9.29. 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 immediate non-bargaining unit supervisor who shall forward the request to the campus Human Resources Office in a timely manner. 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.
- 9.27 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 web site. A set of the Classification and Qualification Standards shall be available for reference on each campus.
- 9.28 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

- 9.29 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

- 9.30 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 his/her 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 he/she directly reports.
- 9.31 A designated individual in the Human Resources Office shall hold a meeting with the employee 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.

- 9.32 Provisions 9.26-9.31 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

- 9.33 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.
- 9.34 The notice of rejection shall indicate to an employee his/her right to review his/her personnel file and review materials in the file regarding rejection.
- 9.35 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;
 - b. discrimination; or
 - c. arbitrary and capricious reasons for non-retention.
- 9.36 Appeals of the decision to reject during probation shall be filed at Level II of the Complaint Procedure 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 his/her behalf, and signed by the rejected employee.
- 9.37 If the complaint is not resolved at Level II, the complaint shall be moved to Level III for Chancellor's Office review.
- 9.38 By mutual agreement of the parties, the Level II meeting and response may be waived.

- 9.39 Unresolved Level III complaint appeals may be submitted to expedited binding mediation by filing a request to the Office of the Chancellor, with a copy filed with the Director of Human Resources at the rejected employee's campus within ten (10) working days after the Level III response.

Expedited Binding Mediation

- 9.40 The authority of the mediator is limited to affirming or revoking the decision to release from probation.
- 9.41 The scheduling of the specific hearing date and time shall be by mutual agreement between the CSU, the CSUEU and the State Mediation and Conciliation Service (SMCS). The hearing shall take place at the campus of the rejected employee. The SMCS shall determine which of its mediators shall be assigned to hear cases on a particular hearing date.
- 9.42 Hearings shall be informal and the formal rules of evidence shall not apply. The mediator will determine which party, if any, is the moving party and has the burden of proof. The order of hearing shall be as follows:
- a. Opening Statement by CSU
 - b. Opening Statement by CSUEU
 - c. Presentation of Circumstances of Rejection of Employee by CSU
 - d. Presentation of Allegation (per provision 9.35) by CSUEU
 - e. Rebuttal presentation by CSU
 - f. Closing Statement by CSUEU
 - g. Closing Statement by CSU
- 9.43 Witnesses may be called by the CSUEU or the CSU. Witnesses may testify in person or by telephone. Witnesses may be cross-examined by the other party. Relevant documents may also be admitted into evidence. There shall be no stenographic transcript or briefs. The record of the proceeding shall consist of the exhibits admitted into evidence and the notes or tape recording, if any, kept by the mediator.
- 9.44 Each party shall bear the expense of preparing and presenting its own case, including representative and witness fees, and expenses. Release time shall be authorized pursuant to the provisions of Article 8.
- 9.45 The SMCS mediator shall render a written decision in accordance with provisions 9.35 and 9.40 no later than fourteen (14) days following submission of the case. The campus, the Union representative and the rejected employee shall be noticed concurrently with a copy of the decision by the mediator. If the decision to reject during probation is revoked by the SMCS mediator, the rejected employee shall

return to work as directed by the CSU within ten (10) days following the campus' receipt of the mediator's written decision. The notice to return to work from the campus shall be sent to the rejected employee via express mail to the last address provided to the campus. Upon the employee's return to work, the employee shall be retroactively placed on leave without pay status for the period between the rejection during probation and the employee's return to work and the employee shall resume probationary status for the remainder of the employee's probationary period. No service credit toward completion of the probationary period shall be awarded for the period of time the employee was placed on leave without pay status.

- 9.46 The SMCS mediator shall not have the power to issue subpoenas or administer oaths. The SMCS mediator shall rule on the specific complaint pursuant to provision 9.35 concerning the decision to reject during probation and no other matter, including claims the CSU violated the Agreement. The SMCS mediator's decision shall be subject to limitations specified in provisions 7.25 (a) through 7.25 (d). The decision of the SMCS mediator shall not be a precedent for another case or purpose.
- 9.47 Disputes concerning interpretation and application of this Expedited Binding Mediation procedure shall be resolved by the SMCS mediator.
- 9.48 The decision of the SMCS mediator shall be final and binding on the CSU, the employee and CSUEU. A decision of the SMCS mediator is subject to an action to confirm, vacate or correct in a court of competent jurisdiction in the same manner and on the same grounds as if the decision was made by an arbitrator under the parties' Agreement.
- 9.49 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

- 9.50 An employee who has completed the appropriate probationary period as defined in Provision 9.12 shall be awarded permanent status at the beginning of his/her second year of service.
- 9.51 If an employee with permanent status moves to a different classification and receives permanent status in the new classification, he/she shall not retain permanent status in the classification from which he/she moved. If an employee with permanent status in a classification receives a temporary appointment in another classification and the temporary appointment expires, he/she shall have the right to return to his/her prior classification with permanent status in that class.
- 9.52 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, classification series, or in a bargaining unit classification in

the same occupational grouping in the CSU Salary Schedule at the campus (“at the campus” was added for clarification only) 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 fifty percent (50%).
- 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.

9.53 An employee who is paid an hourly rate based upon a monthly salary rate and who works full-time for twelve (12) consecutive months is deemed to have completed a year of service for purposes of permanent status.

9.54 The President may, at his/her 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 two (2) consecutive years immediately prior to the granting of permanency.
- b. Such employee service shall have been in appointments with a timebase of at least fifty percent (50%).

9.55 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 fifty percent (50%) or more.

ARTICLE 10

EMPLOYEE PERFORMANCE

10.1 Permanent employees shall be subject to annual performance evaluations.

- 10.2 Performance Evaluations should be a review of the employee's performance and should be based upon job-related criteria. Employee performance evaluations are for the purpose of evaluating individual employee performance and for providing guidance for performance development and improvement. Employee evaluations should acknowledge changes affecting the employee's position that have occurred since the last evaluation.
- 10.3 The performance evaluation of an individual with an overall performance evaluation rating of below satisfactory shall include specific information regarding the areas of concern. It is a recommended practice that the appropriate administrator counsel an employee on below satisfactory performance before it is documented in a Performance Evaluation. The substantive content and overall evaluation rating are not subject to Article 7, Grievance Procedure.
- 10.4 A written record of a performance evaluation shall be placed in the employee's personnel file. The employee shall be provided with a copy of the written record of the performance evaluation prior to its placement in the personnel file. Regardless of the overall performance evaluation rating scale, or other terms that a campus may use to evaluate overall performance, the campus shall use the term "satisfactory" to indicate an acceptable level of performance.
- 10.5 A probationary employee shall be evaluated by the end of the third (3rd), sixth (6th), and eleventh (11th) month of the probationary period, unless the employee has earlier been rejected during probation.
- 10.6 A temporary employee shall be evaluated at periodic intervals.
- 10.7 Absence of a performance evaluation will not constitute a reason for denying an SSI or MSI.
- 10.8 The evaluator shall submit a draft evaluation for the employee's review, input, and discussion.
- 10.9 The employee shall be given up to five (5) work days to review the draft evaluation and provide input, if any, to the evaluator.
- 10.10 The evaluator shall consider input provided in the five (5) work day period in preparing the final performance evaluation, and prior to placing it in the employee's personnel file.
- 10.11 Upon request of the employee or the evaluator, the evaluator and the employee shall meet to discuss the evaluation. Such a meeting shall take place within seven (7) work days of the request.
- 10.12 Upon request of the employee and subsequent to the meeting between the employee and the evaluator, the appropriate administrator, the evaluator, the employee, and the employee's representative, if any, shall meet to discuss the evaluation. Such a meeting shall take place within fourteen (14) work days of the request at a mutually agreeable time and location.

- 10.13 If an employee disagrees with the record of a performance evaluation which has been placed in his/her personnel file, the employee may submit a rebuttal statement which shall be attached to the performance evaluation. The evaluation shall be reconsidered by the appropriate administrator in light of the rebuttal statement and if the evaluation is amended, the amended evaluation shall replace the original evaluation and its rebuttal.
- 10.14 The term "evaluator" as used in this Article refers to the appropriate administrator or the person designated by the appropriate administrator to conduct the performance evaluation of an employee. The evaluator shall be familiar with the regular duties of the employee.
- 10.15 Performance evaluations 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 11

PERSONNEL FILE

- 11.1 One (1) official personnel file shall be maintained for each employee in the campus Human Resources Office. The term "personnel file" as used in this Agreement shall refer to this one (1) official personnel file.
- 11.2 If a campus decides to convert employee personnel files to an electronic format, it shall ensure that:
- a. A log (including, but not limited to, name, date and purpose) shall be maintained to record all access to an employee's personnel file by any non-Human Resources employee or by a Human Resources employee for the purpose of making a personnel decision/recommendation; and
 - b. The data is maintained on a password-protected, secure system.

Employee Access

- 11.3 The contents of an employee's official personnel file, exclusive of pre-employment materials, shall be open to his/her review and review by a Union Representative when authorized in writing by the employee.
- 11.4 An employee or his/her Union Representative may request an appointment for the purpose of reviewing the employee's personnel file. Such requested appointments shall be scheduled during normal business hours. Within three (3) working days of a request to Human Resources, an employee and/or a union representative shall be notified when the employee and/or his/her Union Representative shall have access. The manner of access to the official personnel file shall be subject to reasonable conditions.

- 11.5 Within fourteen (14) days of his/her written request, the employee shall be provided an exact copy of all or any portion of materials officially maintained in the campus personnel file. The employee shall bear the cost of duplicating such materials, except as provided for in Article 7, Grievance Procedure, Article 8, Complaint Procedure, or when such materials have bearing on disciplinary action or pre-disciplinary matters. The cost of duplicating material shall be the amount provided in Civil Code Section 1798.33, or any substitute or successor provision of that code section (as of April 2006 the amount is ten (10) cents per page.).
- 11.6 Personnel recommendations or decisions relating to any personnel action(s) shall be based primarily on material contained in the employee's official personnel file and open to the employee's review. If a personnel recommendation or decision is based on any reasons not contained in the employee's official personnel file, the appropriate administrator making the recommendation or decision shall commit those reasons to writing and the written statement of those reasons shall be placed in the employee's official personnel file.
- 11.7 An employee shall not have access to pre-employment materials in the personnel file, except in instances when such materials are used in personnel actions.
- 11.8 An employee shall be provided with a copy of material which could lead to an adverse personnel action prior to the placement of such material in his/her personnel file.
- 11.9 Upon request by an employee, attendance and payroll records maintained separately from the personnel file may be reviewed by the employee or a representative when authorized in writing by the employee. Such attendance and payroll records shall be excluded from provisions of Article 11, Personnel File.
- 11.10 Employees may submit commendations, copies of college degrees, certifications and special licenses, and an updated resume to the Appropriate Administrator for placement as soon as possible in the Personnel File.

Rebuttal

- 11.11 An employee may submit a rebuttal statement to material in his/her personnel file which shall be placed in the employee's personnel file.

Request for Correction

- 11.12 If, after review of his/her records, an employee believes that any portion of the material is not accurate, the employee may request in writing to the President correction of the record.
- 11.13 Within twenty-one (21) days of an employee's request for correction of the record, the President shall notify the employee in writing of his/her decision regarding the request.
- a. If the President denies the request, the President shall state the reason(s) for denial in writing, and this written statement shall be sent to the employee.

- b. If the President grants the request for correction of the record, the record shall be corrected. The employee shall be sent a copy of the corrected record and a written statement that the incorrect record in question has been permanently removed from the employee's personnel file.

ARTICLE 12

CORRECTIVE ACTION

Reprimands

- 12.1 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.
- 12.2 An employee may receive from an appropriate administrator an oral and/or written reprimand. Reprimands shall be provided in a timely and confidential manner.
- 12.3 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.
- 12.4 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 his/her personnel file to the President within five (5) days after the conference held pursuant to 12.3 above. The President may hold a meeting with the employee and his/her representative, if any. Within ten (10) days of receipt of the appeal, the President shall provide a written response to the employee.

Rebuttal to Reprimand

- 12.5 An employee shall have the right to attach a rebuttal statement to a written reprimand in his/her official personnel file.

Removal of Reprimand from Personnel File

- 12.6 Upon the employee's request 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 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. Nothing in this provision shall prohibit earlier removal of the reprimand.

Temporary Suspension

- 12.7 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.
- 12.8 The President shall notify the employee of the immediate effect of a temporary suspension.
- 12.9 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, electronic mail or regular mail, in addition to certified mail.
- 12.10 Temporary suspension and corrective action shall not be subject to Article 7, Grievance Procedure, unless the grievant alleges the terms of this Agreement have been violated, misinterpreted, or misapplied.

Investigatory Interviews (Weingarten Rights)

- 12.11 Upon his/her request, an employee may be represented at an investigatory interview if he/she 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. He/she may request to consult with his/her 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 he/she voluntarily chooses to do so. At its discretion, the CSU may decline to hold any interview if the employee requests representation.

ARTICLE 13

RESIGNATIONS

Automatic Resignation

- 13.1 An employee who is absent for five (5) consecutive workdays without securing authorized leave from the President shall be considered to have automatically resigned from CSU employment as of the last day worked. All unauthorized absences, whether voluntary or involuntary, shall apply to the five (5) consecutive workday limitation. The five (5) day period referred to above shall commence at the beginning of the first shift of such absence and shall be deemed to have been completed at the end of the employee's scheduled work hours on the fifth (5th) consecutive day of unauthorized absence.
- 13.2 The President shall notify the employee that the University will be separating him/her by automatic resignation under this Article unless the employee requests an administrative review regarding his/her absence within seven (7) work days following such notification. No automatic resignation shall be final until the seven (7) work day period has passed and either a decision is made by the reviewing officer or the employee has failed to request a review. Notification shall be in person or by certified mail to the employee's last known address, and may additionally be provided by fax, electronic mail or regular mail.
- 13.3 If the employee responds to the notification from the President by requesting an administrative review within seven (7) work days of such notification, the employee will be provided with the opportunity to respond, either orally or in writing, to a campus reviewing officer designated by the President. Either party may present evidence at any review meeting. The reviewing officer's decision, which shall be rendered within fourteen (14) days of the administrative review, shall state:
- a. whether the employee was absent for five (5) consecutive workdays;
 - b. whether the employee had proper authorized leave to be absent;
 - c. whether the employee has presented a sufficient excuse to warrant continuation of employment, supported by facts which provide justification of the absence or continuation of employment. If an action other than automatic resignation is proposed, it shall be stated along with reasons for its use; and
 - d. whether the employee should be separated by automatic resignation.
- 13.4 Any employee who is reinstated by the President under this provision shall not be paid salary for the period of unauthorized absence unless it is determined that such absence may be appropriately charged to accrued leave. The employee shall adhere to all other reinstatement requirements set forth in writing by the President.

13.5 This Article shall not supersede Section 89541 of the California Education Code or any substitute or successor provision of that code section. Provisions 13.1 through 13.4 shall not limit an employee's right to a State Personnel Board appeal.

Voluntary Resignation

13.6 An employee who resigns from his/her position shall be terminated as of the effective date of the resignation.

13.7 No later than thirty (30) days after a termination pursuant to Provision 13.6 above, the employee or former employee may request to rescind his/her resignation. Such requests shall be made in writing to the President.

The President shall respond to such requests indicating denial, acceptance, or qualified acceptance within fourteen (14) days. The President's response shall be final unless it is reversed by the State Personnel Board pursuant to Provision 13.8 below and shall not be subject to Article 7, Grievance Procedure.

13.8 Provisions 13.6 and 13.7 (Resignation) of this Article shall not supersede Section 89542 of the California Education Code, or any substitute or successor provision of that code section. Provisions 13.6 and 13.7 shall not limit an employee's right to a State Personnel Board appeal.

ARTICLE 14

VACATIONS AND HOLIDAYS

Vacations

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

Vacation Accrual

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

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

- 14.3 Employees serving in a cruise year appointment do not accrue vacation credits and are not eligible for paid vacation.
- 14.4 Intermittent employees earn vacation credit in accordance with HR/Leaves 2002-01 or in any superseding Technical Letter, if applicable.

Vacation Credits

- 14.5 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.
- 14.6 An authorized leave of absence without pay shall not be considered service for the purpose of vacation accrual.
- 14.7 Vacation credits are cumulative to a maximum of two hundred and seventy-two (272) working hours for ten (10) or less years of qualifying service or three hundred and eighty-four (384) working hours for more than ten (10) years of such service. Accumulation in excess of this amount as of January 1 of each year shall be forfeited by the employee. An employee shall be permitted to carryover more than allowable credits when the employee was prevented from taking enough vacation to reduce the credits because the employee (1) was required to work as a result of fire, flood, or other extreme emergency; (2) was assigned work of priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; or (4) was prevented from using vacation previously scheduled to be taken in December because of being on paid sick leave.
- 14.8 A probationary employee shall not take vacation until completion of one (1) month in work status.

Vacation Requests

- 14.9 Requests for scheduling vacation shall be submitted in writing to the appropriate administrator at least thirty (30) days in advance. When authorized to do so by the appropriate administrator, an employee may take vacation without submitting such a request. If an employee submits a vacation request for five (5) days or less with less than thirty (30) days notice, such request will be approved subject to operational needs. The appropriate administrator shall respond in writing to an employee's vacation request as soon as possible. The appropriate administrator shall respond in writing to vacation requests of five (5) or more days as soon as possible, but no later than within thirty (30) days of the employee's request. 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.

Based upon the operational needs of the campus, vacation schedules shall be determined by the appropriate administrator. 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.

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

Lump Sum Payment

- 14.11 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 he/she taken the time off, but not separated from service.

Holidays

- 14.12 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.

- 14.13 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 (Cesar Chavez Day)
 - d. July 4
 - e. First Monday in September (Labor Day)
 - f. November 11 (Veteran's Day)
 - g. Thanksgiving Day
 - h. December 25
 - i. Any other day designated by the Governor for a public fast or holiday.
- 14.14 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)
- 14.15 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.
- 14.16 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 his/her normal workday. This holiday must be used within one hundred and eighty (180) days after the holiday was observed.

- c. If an employee has been unable to take his/her holiday within one hundred eighty (180) days due to operational need, he/she shall be paid for the holiday.

14.17 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/Leave 2002-01, 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 |

14.18 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.

14.19 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.

14.20 A campus yearly calendar shall be provided to the employees at least thirty (30) days before its effective date.

14.21 An employee shall be permitted to use accrued vacation or his/her 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.

14.22 Should an employee not have vacation accrued, sufficient CTO balance or Personal Holiday to cover the scheduled days of closure, he/she 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.

14.23 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

14.24 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

- 14.25 A full-time employee who works on the day a holiday is officially observed shall be compensated at his/her 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.
- 14.26 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, he/she 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 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’s, spouse’s or domestic partner’s father, mother, sister, brother, grandparent, great-grandparent, child (including foster, adopted and step child), grandchild;
 - the employee’s son-in-law, daughter-in-law; and
 - a relative of the employee, spouse or domestic partner who is living in the immediate household of the employee.

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 his/her 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 signing the campus absence form and returning the absence form to the appropriate administrator on the date designated by the appropriate administrator.
- 15.7 An employee may be required to provide a physician's statement or other appropriate verification when absent five (5) or more consecutive days due to illness/injury. An employee shall not normally be required to provide such a statement or verification for an absence of five (5) consecutive days or less charged to sick leave.

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. Catastrophic illness or injury is an illness or injury that has totally incapacitated the employee from work.

The following provisions shall apply:

- a. An employee, his/her 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. The President may approve an additional three-month period in exceptional cases. The leave should not be deemed donated until actually transferred by the campus record keeper to the record of the employee receiving leave credits.
- f. For employees whose appointments have not been renewed, donated time may not be used beyond the employee's appointment expiration date in effect at the beginning of the disability.
- g. Only vacation and sick leave credits may be donated.
- h. Donated leave credits may not be used to receive service credit following a service or disability retirement.
- i. Any CSU union may solicit leave donations from bargaining unit employees for direct transfer to employees eligible to receive such leave credits.
- j. Catastrophic illness or injury may also include an incapacitated member of the employee's immediate family if this results in the employee being required to take time off for an extended period of time in order to care for the family member and the employee has exhausted both all of his/her accrued vacation credits and all of his/her 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.

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. However, sick leave for family care is primarily for emergency situations. 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 he/she determines that the employee has restricted ability to carry out his/her 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 his/her 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/Funeral 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.
- 15.16 Upon request, bereavement/funeral leave may be supplemented with an employee's own leave credits.

Jury Duty

- 15.17 An employee who serves on jury duty shall receive his/her salary only if he/she remits the amount received for such duty to the CSU. Payment for travel expenses and subsistence received by the employee need not be remitted. If the employee elects to retain the jury duty fees, his/her time off for jury duty is not compensable. The employee may elect to use vacation, personal holiday or CTO to cover the time off.
- 15.18 An hourly employee shall be eligible for time off with pay for jury duty only for those hours he/she was scheduled to work.
- 15.19 An employee who receives initial notification that he/she is 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 Upon request, an employee on swing or graveyard shift who serves on jury duty shall be reassigned to the day shift and shall be assigned to a Monday through Friday day-shift schedule, while on jury duty. Upon request an employee on an irregular shift shall also be assigned to a Monday through Friday day-shift schedule while on jury duty.

Leave to Vote

- 15.22 An employee who would otherwise be unable to vote outside of his/her regular working hours may 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.

Absence as a Witness

- 15.23 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.

- 15.24 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.
- 15.25 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.
- 15.26 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 his/her own time.
- 15.27 An employee who is a party to a suit or who is an expert witness not serving in the interest of the CSU shall appear on his/her 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.
- 15.28 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 and 19.18 of this Agreement only if he/she is required to appear in court as a result of the exercise of his/her 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

- 15.29 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)

- 15.30 Upon written notification to the CSU by an eligible employee, he/she may elect to supplement IDL payments with charges to his/her 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.
- 15.31 Such supplement shall continue until the employee has exhausted his/her accrued sick leave or until the employee provides to the CSU written notification he/she wishes to discontinue the supplement. Such a notice shall be provided fifteen (15) days prior to the effective date of such a discontinuation.

- 15.32 Such a supplement to IDL payments shall not result in the employee receiving a payment in excess of his/her regular salary or wage.
- 15.33 All payments received by an employee while on IDL shall be subject to mandatory and authorized voluntary deductions.

Parental Leave

- 15.34 Parental Leave shall refer to a leave for the purpose of a parent preparing for the arrival and/or care of a new child, up to his/her sixth (6th) birthday due to the birth, adoption, or foster care assignment of the child with the employee.

An employee shall be entitled to up to thirty (30) workdays Parental Leave (as defined above, and subject to the requirements of Provision 28.7) per calendar year, with pay which shall commence within sixty (60) days of the arrival of a new child. 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.

Five (5) days of non-consecutive paid time shall be available upon approval of the appropriate administrator for the purpose of handling issues related to the placement with the employee of an adopted or foster child, who is six (6) to eighteen (18) years of age. The days must be taken within one (1) year from the date of the placement of a child with an employee and shall only be taken in full day increments.

ARTICLE 16

LEAVES OF ABSENCE WITHOUT PAY

- 16.1 A full-time employee or part-time permanent employee may be granted a full or partial leave of absence without pay for up to one (1) year for the following purposes/reasons:
- a. loan of an employee to another governmental agency;
 - b. family leave;
 - c. outside employment that would lessen the impact of a potential layoff or a layoff;
 - d. temporary incapacity due to illness or injury or periods of disability related to pregnancy;
 - e. student teaching, as required, for employees enrolled in credential programs;

f. other satisfactory reasons.

Leaves without pay granted for d. above shall also be subject to Article 15, Leaves of Absence With Pay.

- 16.2 A written application for a leave of absence without pay or an extension of a leave of absence without pay shall be submitted to the President. The President shall determine if such a leave shall be granted and the conditions of such a leave, and shall respond to the application within thirty (30) days.
- 16.3 An employee who is on a leave of absence without pay shall not return to active pay status prior to the expiration of such a leave without written approval of the President.
- 16.4 Service credit shall not be granted to an employee on a leave of absence without pay.
- 16.5 A leave so granted assures to the employee a right to return to his/her former position or a position within his/her classification upon expiration of the leave and the time lost shall not constitute a break in service.
- 16.6 When requested by the President, an employee granted a leave of absence without pay shall provide verification that the conditions of the leave were met.
- 16.7 An employee on a leave of absence without pay for more than thirty (30) days may opt to continue his/her fringe benefits at his/her own expense. Upon written request of an eligible employee as defined in Article 21, Benefits, the CSU shall provide a system for the continued payment of his/her insurance premiums including health, dental and vision benefits during the period of an unpaid leave of absence. During this period, such an employee shall pay both the employee's and the CSU's contributions. The CSU shall not advance such payments. Such an employee shall pay all contributions prior to the date each payment is due. Failure to pay such premiums will result in coverages lapsing unless the employee makes other arrangements.
- 16.8 Within twelve (12) months of ratification of this successor agreement each campus will have a procedure for the processing of leave of absence requests which will not be subject to bargaining under HEERA. The procedure will address only the following points:
- a. The request must be submitted in writing;
 - b. The authorizations necessary for approval of the leave;
 - c. The time lines for each step of the authorization process;
 - d. The department that will respond to the employee on his/her request for unpaid leave of absence;
 - e. The deadline for a response to be given to the employee; and,
 - f. The procedure for the employee to request an extension of the leave or to request to return prior to the scheduled end of the leave.

- 16.9 The granting or denial of leaves of absence without pay pursuant to Provisions 16.1 through 16.7 shall not be subject to Article 7, Grievance Procedure.
- 16.10 The leave of absence of a temporary employee eligible for such leave pursuant to this Article shall terminate upon the expiration of that employee's temporary appointment.

ARTICLE 17

ASSIGNMENT/REASSIGNMENT

Permanent Reassignment

- 17.1 An employee shall be provided with written notice of permanent reassignment to another position seven (7) days prior to the effective date of such a reassignment. If more than one (1) employee requests an opportunity for reassignment to the same position, the appropriate administrator shall give consideration to seniority, provided that operational needs are met.

Lateral Reassignment

- 17.2 Employees may be reassigned to another position in the same classification and skill level as the employee's existing classification and skill level.
- 17.3 Employees may request a reassignment to posted positions that are the same classification and skill level as the employee's existing classification and skill level.

Temporary Reassignment

- 17.4 The President may temporarily assign an employee to a position in a higher classification or temporarily reclassify an employee for the performance of duties in a higher classification. The President may temporarily effect an in-class progression for the performance of duties at a higher skill level in the same or a different position. Such a temporary assignment or temporary in-class progression may be for up to six (6) months, and shall be consistent with this Article and/or Article 22, Professional Development. Such an assignment may be extended beyond six (6) months, but for not longer than another twelve (12) months, by mutual agreement of the President and the employee. An employee shall be provided with written notice of such a temporary assignment of duties of another classification or temporary in-class progression at least seven (7) days prior to the effective date.
- 17.5 An employee shall begin to receive the appropriate compensation of the higher classification or skill level from the effective date specified on the written assignment for the performance of duties to a higher classification or skill level.
- 17.6 An employee serving in a temporary assignment of duties of another classification or temporary in-class progression shall be provided with a letter of verification of

such service. A copy of such a verification letter shall be placed in the personnel file of the employee.

- 17.7 At the end of the temporary assignment of duties of another classification or temporary in-class progression, the employee shall be returned to his/her permanent assignment with the same status as he/she would have had if he/she had not been granted such a temporary assignment or temporary in-class progression.

Assignment

- 17.8 An employee shall be informed as to the administrator to whom he/she shall be normally accountable. An employee may seek clarification of working instructions from such an appropriate administrator. Such clarification shall be provided in writing.
- 17.9 The appropriate administrator shall provide an employee with a copy of the employee's position description within one week of the employee's initial hire. After initial hire, upon the employee's request, the appropriate administrator shall provide the employee with a copy of the employee's position description if a current one is available. If a current one is not available, then the employee shall be provided with a copy of his/her position description within thirty (30) days of his/her request. A copy of the position description signed by the employee shall be placed in the employee's official personnel file.
- If a position description is to be altered, the employee shall be provided with a copy of the altered position description at least seven (7) days prior to its effective date. Position descriptions shall reflect the employee's assigned duties and responsibilities, and shall be consistent with the classification standards.
- 17.10 An employee may request, in writing, a meeting with the appropriate administrator to discuss a position description, reassignment, or work assignment. Such a meeting shall not be unreasonably denied.
- 17.11 Appropriate administrators may perform duties within the classification and qualification standards that are applicable to bargaining unit employees. The parties recognize that the performance of some bargaining unit duties is implicit in the execution of managerial and administrative responsibilities.
- 17.12 Student assistants may be assigned duties within the classification and qualification standards that are applicable to bargaining unit employees.
- 17.13 The CSU agrees to immediately meet and confer on the bargaining unit impact of Provisions 17.11 and 17.12 of this Article when it determines that there may be a need for implementation of any procedures in Article 24, Layoff. In the event of layoff, the number of student assistants' hours and the number of administrators in a department shall not be increased for the purpose of performing bargaining unit work.

Classification Studies

17.14 When the CSU determines that a study to develop new classifications or to revise current classifications is necessary, the CSU shall notify the Union. Within thirty (30) days of such notification, the Union may request to meet with the CSU to discuss the classification study. The Parties agree to meet and discuss the classification study within sixty (60) days of the University providing draft classification information to the Union. Such a meeting shall be held at the Office of the Chancellor, unless both parties agree to meet at a campus.

When the CSUEU believes that a study to develop new classifications or to revise current classifications is necessary, the Union may submit a written request and submit data in support of the request to the CSU . The parties agree to meet and discuss CSUEU's classification request within sixty (60) days of receiving the request.

The CSU shall notify the Union of the establishment of any new bargaining unit classification(s). The Union may, within 30 days of such notification, request the University meet and confer on the impact of the implementation of any such newly established or revised (provided there are meet and confer requirements pertaining to the revised classification) bargaining unit classification(s). The Parties agree to meet within sixty (60) days of the request to meet and confer on the impact of any issues involving mandatory bargaining topics under HEERA related to the implementation of any such newly established or revised bargaining unit classification(s).

Outside Employment

17.15 Outside employment shall not conflict with the responsibilities and duties of the employee to the CSU.

ARTICLE 18

HOURS OF WORK

Work Schedules – Non-Exempt Employees

18.1 Full-time employees in non-exempt classifications shall work a minimum workweek of forty (40) hours in a seven (7) day period or eighty (80) hours in a fourteen (14) day period.

18.2 The appropriate administrator shall determine the work schedule for an employee. An employee shall be provided with notification of a permanent work schedule change or a summer work schedule at least twenty-one (21) days prior to the effective date of the work schedule change. The appropriate administrator shall give consideration to employee seniority.

- 18.3 For those employees assigned a five (5) day workweek, the workday shall normally consist of eight (8) hours.
- 18.4 For non-exempt classifications, the full-time workweek is a workweek of forty (40) hours within seven (7) consecutive twenty-four (24) hour days. In accordance with the provisions of Article 19, employees may be required to work overtime hours as directed by the appropriate administrator.
- 18.5 Less than full-time employees shall be assigned hours pro rata and days of work as determined by the President.

Work Schedules – Exempt Employees

- 18.6 Exempt employees are expected to accomplish assigned work without regard for the number of hours worked. If exempt employees need to work extra hours in the business day or week, they do not receive overtime or CTO. When it is necessary for exempt employees to work extended hours, managers may authorize informal adjustments in work hours.
- 18.7 For exempt classifications, there are no fixed, minimum or maximum hours in a workday or workweek.
- 18.8 Exempt employees must be paid for the full week if any work is performed during that week, except under the following circumstances:
- a. Employees are not required to be paid for the entire week if an employee is absent for a full day and the absence is due to illness or injury. In this case, campuses are permitted to dock pay or use a wage replacement benefit such as earned sick leave (in full-day increments), a disability plan, and/or worker's compensation.
 - b. Employees are not required to be paid for the entire week if an employee is absent for a full day and the absence is due to personal reasons. In this case, campuses are permitted to dock pay or use earned vacation/personal holiday leave in full-day increments.
 - c. Docking pay is permitted in increments of less than a week, but at least one day, for disciplinary suspensions.
 - d. Exempt employees' pay can be offset by amounts employees receive as jury or witness fees, or for military pay.
 - e. Exempt employee's pay will be adjusted for unpaid leave under Articles 16 and 28 and for other full-day periods of noncompensable absence.
 - f. Docks, leave and holiday pay are taken in whole day increments. However, earned leave credits may be taken in less than full-day increments only when an exempt employee is on FML leave.
- 18.9 Exempt employees may be assigned to compressed or alternate work schedules.

Work Schedules For Exempt and Non-Exempt Employees

Normal Work Schedule

- 18.10 A normal work schedule will consist of a five (5) day workweek beginning on Monday and ending on Friday. The workweek shall consist of seven (7) consecutive twenty-four (24) hour periods beginning at 12:01 a.m. on Sunday and ending at 12:00 midnight the following Saturday.

Compressed and Alternate Work Schedules

Section 18.11 replaced by Side Letter #28, dated June 9, 2009

- 18.11 An alternate work schedule will consist of a workweek beginning on a day other than Monday and may also constitute a compressed workweek.

An employee's manager may approve change requests to the alternate schedule after input from appropriate departments (e.g., Human Resources) on related impacts of the proposed change have been reviewed (e.g., timing, pay) and coordinated as appropriate. All schedule changes must be approved in advance.

Section 18.12 replaced by Side Letter #28, dated June 9, 2009

- 18.12 Compressed workweeks are defined as the following schedules:

4/10: For those employees assigned a four (4) day workweek, the workday shall normally consist of four (4) consecutive days of ten (10) hours.

9/80: For those employees assigned a 9/80 work schedule, a schedule shall consist of nine (9) hour shifts on four (4) consecutive days during each calendar week plus an additional eight (8) hour shift every other week. In calendar weeks in which the employee works the eight (8) hour shift, the eight (8) hour shift shall be worked on (1) the day following the fourth (4th) consecutive nine (9) hour workday or (2) on the day prior to the four (4) consecutive nine (9) hour workdays.

The President shall designate that the workweek period begins at the midpoint of the bi-weekly eight (8) hour day so that the first four (4) hours of the eight (8) hour shift shall fall within one workweek, and the last four (4) hours of the eight (8) hour shift shall fall within the next workweek. Accordingly, each workweek shall consist of forty (40) hours. An employee shall not be entitled to overtime pay unless the employee works in excess of the foregoing schedule.

The two possible schedules are:

Schedule A - Employee works a 9/80 schedule which consists of working nine (9) hour shifts each Monday through Thursday. Employee works every other Friday for eight (8) hours.

Schedule B – Employee works a 9/80 schedule which consists of working nine (9) hour shifts Tuesday through Friday. Employee works every other Monday for eight (8) hours.

3/12: For those employees assigned a 3/12 work schedule, a schedule shall consist of twelve (12) hour shifts on three (3) consecutive days during each calendar week plus an additional eight (8) hour shift every other week.

The President shall designate that the workweek period begins at the midpoint of the bi-weekly eight (8) hour day of each employee on the 3/12 work schedule so that the first four (4) hours of the eight (8) hour shift shall fall within one workweek, and the last four (4) hours of the eight (8) hour shift shall fall within the next workweek. Accordingly, each workweek shall consist of forty (40) hours. An employee shall not be entitled to overtime pay unless the employee works in excess of the foregoing schedule.

18.13 Bargaining unit employees will be given the opportunity to volunteer to participate in a compressed or alternate work schedule. An employee's request to participate will be subject to the approval of his/her appropriate administrator. The actual days and hours of work will continue to be scheduled by the employee's appropriate administrator. The initial decision to request participation will be voluntary. An employee who participates will be required to remain in the compressed or alternate work schedule until removed from the schedule by his/her appropriate administrator.

An employee may request that he/she withdraw from the compressed or alternate work schedule. Removal from the compressed or alternate work schedule is subject to the approval of the employee's appropriate administrator. The appropriate administrator may request that the employee provide documentation in support of such a request.

Employee Request for Work Schedule Change and/or Flexible Work Hours

18.14 An employee(s) may submit a written request to the appropriate administrator for a change in the work hours and/or workdays of his/her work schedule. Such requests shall be submitted twenty-one (21) days prior to the requested effective date of the change. An employee shall not submit more than four (4) such requests per year.

18.15 If deemed necessary by the appropriate administrator or the employee, a meeting between the appropriate administrator and the employee shall be held to discuss the work schedule change request.

18.16 If a conflict in work schedule change requests arises, the appropriate administrator shall give consideration to the employee(s) with the most seniority provided that operational needs are met.

18.17 The appropriate administrator shall respond in writing to the employee regarding approval or denial of such request.

Excess or Deficit Work Hours

18.18 The parties acknowledge that, due to the fluctuation in the number of days in a standard state pay period, non-exempt employees who work on alternate work schedules may either have excess or deficit work hours in any given pay period. The campus shall monitor balances on a monthly basis in order to reduce or eliminate deficit balances. All excess/deficit salary accounting issues shall be addressed pursuant to Human Resources Letter HR 2003-28 and its successor letters as appropriate. Per HR 2003-28, in the event that an employee(s) has a deficit balance in December, employees must choose to offset deficit balances by using available leave credits (vacation, compensatory time off (CTO), holiday credit, and/or personal holiday), being docked for deficits incurred in the current pay period, or establishing an account receivable for prior pay period deficit.

Meal Periods

18.19 An employee shall be entitled to a meal period of not less than thirty (30) minutes, and not more than sixty (60) minutes. The time of such meal period shall be scheduled by the appropriate administrator and shall be at or near the middle of the workday.

18.20 Meal periods shall not be considered time worked when all of the following conditions are met:

- a. meal periods are at least thirty (30) minutes in duration,
- b. the employee is completely relieved of his/her duty, and
- c. the employee is free to leave his/her work station if the employee so desires.

18.21 An employee who is required by an appropriate administrator to remain at his/her workstation for the full shift shall be permitted to take a meal period, not to exceed thirty (30) minutes during work time. The meal period shall be paid and shall count as hours worked. In such case, the appropriate administrator may reduce the scheduled shift by the length of the meal period.

Rest Periods

18.22 An employee shall be allowed rest periods each workday of fifteen (15) minutes for each four (4) hours worked. Rest period schedules shall be determined by the appropriate administrator in accordance with the operational needs of the department. Rest periods shall be counted towards hours worked. When an employee is required to perform duties during a scheduled rest period, the appropriate administrator shall endeavor to reschedule the rest period for that workday. Rest period time not taken shall not be cumulative.

Clean-up Time

- 18.23 When deemed necessary by the appropriate administrator, employees shall be permitted by the appropriate administrator immediately prior to the end of their workday a clean-up period of up to ten (10) minutes as appropriate to perform personal washing and changing of clothes. Reasonable worktime shall be provided to an employee for the taking of showers when deemed necessary by the appropriate administrator.
- 18.24 Employees who work in assignments that come into frequent contact with dirt, waste, biowaste, or toxic chemicals shall be granted clean-up time.

Telecommuting

- 18.25 If a campus determines that telecommuting, as defined in Article 2, is in its best interest, then a written telecommuting policy shall be developed. The provisions of this policy shall include, but not be limited to, the following: eligibility for both position and employee selection, consideration of an employee's years of service on campus, a work place hazards assessment, responsibility for equipment assignment, usage and maintenance, and business related costs.

Telecommuting is only feasible for those job duties that can be performed away from the campus.

Participation in telecommuting is voluntary and at the discretion of the appropriate administrator. Participation shall be based on a written agreement between the employee and appropriate administrator. The written agreement shall contain the work schedule, performance expectations and duration of the assignment.

All telecommuting work schedules require prior management approval. Hours of work shall be consistent with the operational needs of the organization and other Article 18 provisions.

- 18.26 Upon written request by the CSUEU, the CSU shall meet and confer on issues related to the implementation of Year Round Operations at each campus, as is required by HEERA.

ARTICLE 19

OVERTIME

Overtime Compensation

Section 19.1 replaced by Side Letter #29, dated June 9, 2009

- 19.1 Overtime is defined as authorized time worked in excess of forty (40) hours in a work week 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 a 12:01 a.m. on Sunday and end at 12:00 midnight the following Saturday. For employees assigned to a 9/80 or a 3/12 work schedule, the work week shall begin at the midpoint of an employee's scheduled eight (8) hour day and end at the same time seven (7) consecutive twenty-four (24) hour periods later.

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

19.3 Overtime shall be compensated in cash or in compensatory time off (CTO) as determined by the President and shall be paid only as provided in Appendix C of this Agreement, consistent with the provisions of the Fair Labor Standards Act (FLSA). The salary stipend (provision 20.42) shall be included in base wages for determining compensation for overtime earned during the stipend period. Employees eligible to receive overtime shall be compensated at the rate of one and one-half times their hourly straight time rate.

19.4 Overtime shall be authorized and assigned by the appropriate administrator.

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

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

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

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

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

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

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

Compensatory Time Off (CTO)

- 19.9 Requests for scheduling CTO shall be submitted to the appropriate administrator at least seven (7) days in advance. CTO shall be scheduled and taken only as authorized by the appropriate administrator.
- 19.10 When possible, the scheduling of earned CTO shall be by mutual agreement of the employee and the appropriate administrator. Upon reasonable notice to the employee, the appropriate administrator may direct the employee to take earned CTO.
- 19.11 CTO should be taken within the year it is earned whenever possible. If an employee has been unable to take his/her CTO and has a CTO balance in excess of one hundred twenty (120) hours as of December 31, he/she shall be paid in cash for all hours in excess of one hundred twenty (120). Such payment shall be made by February 1 of each year.
- 19.12 Upon request of the employee, the appropriate administrator shall provide an accounting of the employee's CTO balance.
- 19.13 When an employee is separated from service, he/she 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 more than two (2) hours before or two (2) hours after a regularly scheduled workday, he/she may claim the cost of each meal up to the maximum allowed for lunch in accordance with CSU travel regulations. All claims for extended work hour meal reimbursements must be supported by a voucher. The time taken to consume the meal will not be included in the computation of extended work hours for the purpose of this allowance.

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

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

Call-Back

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

19.18 An employee may be called back to work at the discretion of the appropriate administrator. The appropriate administrator shall endeavor to assign call-back work on a volunteer basis. If no volunteers are available, or in an emergency situation, the employee who is called back shall be required to work.

19.19 When it is necessary for exempt employees to be called back to work, managers may 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 and 19.18 shall apply.

19.21 When the CSU determines that an employee shall be placed on call, the employee may use his/her on-call time for his/her own purposes, subject to the employee being reachable by beeper/pager or leaving a telephone number where he/she can be contacted while on call. If contacted by the appropriate administrator, the employee shall report to work within a reasonable period of time.

ARTICLE 20

SALARY

20.1 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.

20.2 An employee shall be assigned a salary rate within the salary range or sub-range appropriate to his/her classification. The salary range or sub-range for each classification shall include a minimum salary rate and maximum salary rate and a Service Salary Increase (SSI) maximum rate.

- a) The SSI maximum rate shall be increased by five percent (5%) effective with the July 2006 pay period.

- b) The SSI maximum rate shall be increased by an additional five percent (5%), in addition to the increase resulting from the application of the General Salary Increase, effective with the July 2007 pay period.
- c) The SSI maximum rate shall be increased by an additional five percent (5%), in addition to the increase resulting from the application of the General Salary Increase and any Market Salary Adjustment, effective with the July 2008 pay period. This amount shall not be compounded.

20.3 Employee compensation programs, including the General Salary Increase (GSI), the Merit Salary Increase (MSI), the Service Salary Increase (SSI) and the Market Salary Adjustment (MSA), shall be implemented only in fiscal years in which the parties expressly agree to such programs or agree to provide increases in such programs.

General Salary Increase

20.4 For fiscal year 2006/2007, effective July 1, 2006 the SSI maximum will be increased by 8.324%, reflecting the three percent (3.0%) GSI and the five percent (5%) increase to the SSI maximum per provision 20.2 (a) and the amount available for the market salary adjustment. Effective with the August 2006 pay period, the minimum and the maximum of all salary ranges and the individual salary rates of all employees in the bargaining unit shall be increased by three percent (3.0%).

Section 20.5 amended by Side Letter #16, dated November 28, 2007

20.5 For fiscal year 2007/2008, all salary ranges and the individual salary rates of all employees in the bargaining unit shall be increased by 3.457% effective with the July 2007 pay period. For fiscal year 2007/2008, effective July 1, 2007 the SSI maximum will be increased by a total of 8.457%, reflecting the 3.457% GSI and the five percent (5%) increase to the SSI maximum per provision 20.2 (b).

Section 20.6 rescinded by Side Letter #25, dated May 4, 2009

~~20.6 For fiscal year 2008/2009, all salary ranges and the individual salary rates of all employees in the bargaining unit shall be increased by 3.942% effective with the July 2008 pay period only if all the following occur:~~

- ~~• The CSU receives at least 8.8% over gross revenues for the prior year (2007/2008) in the 2008/2009 final State budget for the CSU with one percent (1%) specifically designated for compensation above the Higher Education Compact. Further, the final 2008/2009 state budget for the CSU should be consistent with the uses of total revenue stated in the 2008/2009 Board of Trustees budget request; and~~
- ~~• The state legislature has not redirected CSU funding for other purposes.~~

~~If these budgetary conditions are not satisfied, the specific increases specified for a GSI, Market Salary Adjustment, and SSI shall not take place and the parties shall reopen bargaining on Article 20 (Salary), pursuant to Article 28 (Duration & Implementation).~~

Market Salary Adjustment

- 20.7 For fiscal year 2006/2007 there shall be a .324% Market Salary Adjustments to the minimum and maximum of the salary ranges and individual salary rates which shall be distributed among classifications as determined by CSUEU and shall be effective with the August 2006 pay period.

Section 20.8 rescinded by Side Letter #16, dated November 28, 2007

- 20.8 ~~For fiscal year 2007/2008, there shall be Market Salary Adjustments to the minimum and maximum of salary ranges and individual salary rates in the amount indicated in a side letter of agreement to be negotiated in a total amount equal to a 0.992% increase to the base, with the effective date of the Market Salary Adjustment and the amounts to be allocated through negotiations between the parties after the final fiscal year 2007/2008 budget is approved by the state legislature and signed by the governor.~~

~~If the budgetary conditions for fiscal year 2007/2008 contained in this Article regarding General Salary Increases are not satisfied, the specific increases specified for a GSI, Market Salary Adjustment, and SSI shall not take place and the parties shall reopen bargaining on Article 20 (Salary), pursuant to Article 28 (Duration & Implementation).~~

Section 20.9 rescinded by Side Letter #25, dated May 4, 2009

- 20.9 ~~For fiscal year 2008/2009, if the budgetary conditions set forth in section 20.6(a) are achieved, there shall be Market Salary Adjustments to the minimum, maximum, and SSI maximum of salary ranges and individual salary rates in the amount indicated in a side letter of agreement to be negotiated in a total amount equal to a 1.210% increase to the base, with the effective date of the Market Salary Adjustment and the amounts to be allocated through negotiations between the parties after the final fiscal year 2008/2009 budget is approved by the state legislature and signed by the governor.~~

~~If the budgetary conditions for fiscal year 2008/2009 contained in this Article regarding General Salary Increases are not satisfied, the specific increases specified for a GSI, Market Salary adjustment, and SSI shall not take place and the parties shall reopen bargaining on Article 20 (Salary), pursuant to Article 28 (Duration & Implementation).~~

Shift Differential

- 20.10 An eligible employee who is regularly assigned to work four (4) or more hours between 6 p.m. and midnight (exclusive of overtime) shall be paid a shift

differential of one dollar and twenty-five cents (\$1.25) per hour for the employee's entire shift.

20.11 An eligible employee who is regularly assigned to work four (4) or more hours between midnight and 6 a.m. (exclusive of overtime) shall be paid a shift differential of two dollars and twenty cents (\$2.20) per hour for the employee's entire shift.

20.12 An eligible employee who is regularly assigned to work 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 20.11. Such hours shall be exclusive of overtime.

20.13 An eligible employee who is regularly assigned to work a shift that includes hours between 6 pm and 6 am but is not assigned enough hours to qualify for the shift differential described in provisions 20.10, 20.11, or 20.12 above shall receive:

- a. A shift differential of one dollar and twenty-five cents (\$1.25) per hour for all hours worked between 6 p.m. and midnight.
- b. A shift differential of two dollars and twenty cents (\$2.20) per hour for all hours worked between midnight and 6 a.m.

20.14 All non-exempt employees who are regularly assigned to a shift as defined in provisions 20.10, 20.11 and 20.12 are eligible to receive a shift differential.

Pay Plans

20.15 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.

20.16 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.

20.17 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.

- 20.18 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.
- 20.19 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.
- 20.20 An employee participating in the 10/12 or 11/12 pay plan shall receive his/her (10 month or 11 month) annual salary in twelve (12) salary warrants and appropriate benefits on a twelve (12) month basis.
- 20.21 An employee moving from a twelve (12) month status to the 10/12 or 11/12 pay plan shall retain his/her anniversary date.
- 20.22 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.
- 20.23 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.
- 20.24 Approval or denial by the President of employee requests pursuant to provisions 20.15 and 20.19, shall be based on operational need and shall not be unreasonably denied. This provision shall not be subject to the Grievance Procedure.
- 20.25 Employees in classifications listed in Appendix A as 10-month employees may request conversion to the 10/12 Pay Plan.

Service Salary Increase

Section 20.26 amended by Side Letter #25, dated May 4, 2009

- 20.26 A Service Salary Increase (SSI) refers to upward movement within a salary range or sub-range. Such adjustments shall be determined by the CSUEU and CSU during negotiations annually.

For fiscal year 2006/2007 there shall be a one percent (1%) SSI.

For fiscal year 2007/2008 there shall be a one percent (1%) SSI, provided the budgetary conditions in provision 20.5 for fiscal year 2007/2008 are met.

~~For fiscal year 2008/2009 there shall be a one percent (1%) SSI, provided the budgetary conditions in provision 20.6 for fiscal year 2008/2009 are met.~~

If the budgetary conditions specified in provision 20.5 and 20.6 for fiscal year 2007/2008 and/or 2008/2009 are not met, the specific increases specified for a GSI, Market Salary Adjustment, and SSI shall not take place and the parties shall reopen bargaining for that fiscal year on Article 20 (Salary), pursuant to Article 28 (Duration & Implementation).

- 20.27 Active and on-leave employees who are at or above the SSI maximum as of July 1, 2006 and who would qualify for an SSI if they were not at or above the SSI maximum, shall receive a one-time bonus. For fiscal year 2006/2007, the bonus shall be in the amount of \$1588, to be paid within ninety (90) days of ratification of this Agreement by both parties. Employees must be active or on leave with pay at the time the payment is generated. If the employee returns to active or on-leave with pay status in a CSUEU-represented classification on the same campus by June 30, 2007, the employee will receive the \$1588 bonus at that time.

- 20.28 No SSIs will be granted above, nor shall the granting of an SSI result in a salary rate above the SSI maximum rates of pay for all bargaining unit salary ranges or sub-ranges on the salary schedule in Appendix E. If an employee receives less than a 1% SSI because the employee reaches the SSI maximum, the employee shall also receive the total bonus provided in provision 20.27 above. Other than employees who receive less than a full 1% SSI, no employee shall receive both a bonus and an SSI increase to base pay.

- 20.29 Upon the determination by the appropriate administrator that an active or an on-leave employee has performed in a satisfactory manner in carrying out the duties of his/her position and is below the SSI maximum of the employee's salary range, the employee shall receive an SSI. Such a determination shall be after consideration of material in the employee's Personnel File.

Eligibility Rules and Service Requirements

- 20.30 a. For probationary, permanent and temporary employees whose salaries are below the SSI maximum, the initial Anniversary Date shall be established upon hire pursuant to 20.30 (e).

- b. The Anniversary Date for temporary employees is reset when there is a break in service of ninety (90) days or greater. The Anniversary Dates will be adjusted for non-qualifying pay periods for breaks in service less than ninety (90) days.
- c. Per Diem employees are not eligible for SSIs.
- d. For probationary, permanent, and temporary employees, a qualifying month of service is defined as eleven (11) days on pay status in a pay period irrespective of timebase.
- e. A year of qualifying service means twelve (12) pay periods and ten (10) months of qualifying service for a 10/12 employee; ten (10) pay periods and 10 consecutive months of qualifying service for a 10-month employee; twelve (12) pay periods and eleven (11) months of qualifying service for an 11/12 employee, twelve (12) pay periods and twelve (12) consecutive months of qualifying monthly service for a twelve (12) month employee. Qualifying service for an intermittent employee is 1920 hours of paid employment within the preceding three (3) year period.
- f. Anniversary Dates are adjusted for non-qualifying pay periods such as those due to unpaid leaves of absence, including NDI, and, for temporary appointments, periods between appointments when not on the active payroll.
- g. Anniversary dates must be reset when the employee is moved to a higher skill level or classification that resulted in at least a five percent (5%) increase.
- h. For those employees whose salaries will be below the SSI maximum as of July 1, 2006 and who do not have an Anniversary Date, their Anniversary Date shall be established as follows:
 - (1) If the employee had an Anniversary Date from the SSI program ending June 2000 or was given an Anniversary Date when the SSI program was reinstated in 2004 but reached the SSI maximum prior to July 1, 2006, the anniversary Date shall be the month of the most recent anniversary date held at the time the employee reached the SSI maximum or the month of the reclassification or promotion, combined with the current fiscal year, whichever occurred later.
 - (2) If the employee did not have an anniversary date established in 2004 and had no anniversary date when the SSI program ended in June 2000, the month of the Anniversary Date shall be the month of the employee's initial appointment into any CSU classification at the campus combined with the current fiscal year.

20.31 Upon written authorization of the appropriate administrator, an employee who is eligible may receive an SSI effective on the first of the monthly pay period of their initial Anniversary Date and thereafter upon the completion of the required qualifying service after (a) initial appointment, (b) last SSI, or (c) movement

between classes or skill levels that resulted in a salary increase of five percent (5%) or more.

- 20.32 In a fiscal year for which an SSI is specifically negotiated, eligible employees authorized to receive an SSI will receive the negotiated percentage salary increase or an increase up to the SSI maximum of his/her salary range or sub-range, whichever is less, on the date he/she becomes eligible. In no event shall an employee's salary exceed the SSI maximum of his/her salary range or sub-range as the result of an SSI.
- 20.33 An employee shall receive written notice of the denial of an SSI, including the reason for the denial, prior to the potential effective date of the SSI payment whenever possible. Failure to provide timely notice shall not require the SSI to be paid.
- 20.34 Upon request of an employee denied an SSI, a meeting shall be arranged within seven (7) days with an appropriate administrator for the purpose of reviewing such denial. The employee may be represented at this meeting by the CSUEU. At this meeting, the appropriate administrator may establish with the employee conditions upon which the SSI shall be authorized within the year, and the date of review to determine whether such conditions were met.
- 20.35 The appropriate administrator may at any time reverse the denial of an SSI. Such a reversal may be effective retroactively or effective for a part of the year.

Merit Salary Increase

- 20.36
- a. A Merit Salary Increase (MSI) is movement within a salary range, or one-time bonus per provision 20.36 (e), based upon an overall annual job performance rating of satisfactory, its equivalent, or better. An overall rating is a comprehensive rating based on a review of all performance categories.
 - b. Employees with an overall rating below satisfactory, or its equivalent, or less than twelve (12) months of campus service as of July 1 of the effective year, shall not be eligible. An MSI shall be based upon the most recent fiscal year performance evaluation or the most recent annual performance evaluation in accordance with campus policy.
 - c. Each employee shall receive a performance evaluation in accordance with Article 10, Employee Performance. This procedure does not require campuses to modify existing performance evaluation forms unless existing forms do not have an overall rating. In such cases an overall rating must be determined and added or attached to the performance evaluation form. Existing annual performance evaluations and overall ratings contained in the official personnel file shall remain unchanged except with the addition of an overall rating where none exists. No employee's overall performance rating shall be changed after it has been presented to the employee for signature.
 - d. An employee whose performance has been rated overall as satisfactory, or its equivalent, shall receive an increase to the base salary, and/or a one-time

bonus per provision 20.36(e). An employee whose performance has been rated overall as above satisfactory shall receive an increase in excess of the amount of the increase awarded to satisfactory performance. The amount of increase and/or bonus shall be determined by the President, the President's designee or other appropriate administrator. All CSUEU-represented employees rated at the same level of overall performance on the same campus shall receive the same amount of increase, rounded to the nearest whole dollar. This increase shall be an increase to the employee's base salary, except for those employees at the top of the salary range as described in provision 20.36(e). In no event shall an MSI increase cause an employee's salary rate to exceed the maximum of the range.

- e. In cases where a bargaining unit employee has reached the top of the classification salary range or sub-range in the salary schedule in Appendix E, the amount of increase for an MSI shall be only in the form of a lump sum bonus based on the annual gross earnings and shall not be an increase to the base salary.
- f. During the fiscal year, the total amount of the total settlement cost funds assigned to the MSI program shall be as described in provision 20.37.
- g. Funds shall be proportionally allocated to individual campuses based upon the salary base of CSUEU represented employees on each campus. MSI total settlement cost funds may be augmented with campus funds. The effective date for an MSI shall be July 1 of the fiscal year. To be eligible, an employee must be on the payroll as of July 1 of the fiscal year and actively employed at the time the awards are distributed. An MSI provided with campus funds may be effective at any time.
- h. Funds allocated to the MSI program on a campus shall be distributed on a pro-rata basis, by CSUEU bargaining unit, so that each unit receives the same pool of funds when measured by a percentage of salary increase.
- i. The decision of the President, the President's designee, or other appropriate administrator as to who is to receive an MSI and the amount for each performance rating level of the MSI shall not be subject to Article 7, Grievance Procedure. Performance evaluations shall not be subject to Article 7, Grievance Procedure, unless the grievant alleges the procedures in the provisions of Article 10 or this Section have been violated, misinterpreted, or misapplied.

20.37 For fiscal years 2006-07, 2008-08, and 2008-09 the amount of funds dedicated to the MSI program pursuant to provision 20.36 above shall be zero percent (0%). If the total amount of funds dedicated to this program in each fiscal year is not allocated or encumbered for MSI recipients by February 1, the Union may request by the following March 15 to meet with CSU to negotiate regarding the unallocated or unencumbered funds, and CSU shall agree to such a request.

Bonus Plans

20.38 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 his/her 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.

Section 20.38(e) amended pursuant to Side Letter #19, dated January 17, 2008

- 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.

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

In-Range Progression

- 20.40
- 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:
 - Assigned application of enhanced skill(s);
 - Retention;
 - Equity;
 - Performance;
 - Recognition of 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.

A request for an in-range progression review may be submitted by the employee or manager. 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.

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

- c. Each campus shall develop guidelines and procedures for an in-range progression. 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.

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

Salaries for Classifications with Skill Levels and Sub-ranges

- 20.41
- a. 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 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

- 20.42 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.
- 20.43 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, pager, cell phone, wireless data access device, remote monitoring of any hardware or software device, and/or electronic mail notification regarding the status of a campus system.
- 20.44 The following provisions shall apply to the awarding of a stipend under provision 20.42 and 20.43, above:
- a. The stipend is paid on a month to month basis for the duration of the work assignment.
 - b. The stipend shall be between three percent (3%) and ten percent (10%) 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 20.42 and 20.43 above shall be final and shall not be subject to Article 7, Grievance Procedure.

Red Circle Rates

- 20.45 A red circle rate is a salary rate above the maximum of the salary range 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 with a lower salary range.
- 20.46 An employee whose class is abolished and who moves to a class or skill level with a lower salary range as a result of implementation of a new classification shall be granted a red circle rate.
- 20.47 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%) above the maximum

salary rate of the lower class or skill level) and shall remain at that salary rate until the maximum salary rate 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.

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

20.49 Red circle rates shall not exceed twenty-five percent (25%) above the maximum of the salary range 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.

20.50 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.

20.51 An employee who was compensated at a salary rate above the maximum prior to a permanent separation will not be entitled to a red circle rate upon his/her 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 time base and at a salary level equivalent to the original class or skill level from which the employee was moved.

Emergency Pay

20.52 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 informal time off as agreed upon by the employee and the appropriate administrator.

Underpayment of Wages

20.53 In the event an employee believes that he/she has been underpaid, the employee shall notify his/her 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

- 20.54 The name, classification and campus of each recipient of an increase effective July 1, of each year (to include the GSI described in provisions 20.4 through 20.6 and the market salary adjustment described in provisions 20.7 through 20.9, if applicable), MSI (described in provisions 20.36 through 20.37), In-range progression (described in provision 20.40) and SSI (described in provisions 20.26 through 20.29) 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 90 days following the implementation of such increases. The reports shall be in electronic format and shall identify the increases by category: GSI, MSI, IRP and SSI, and shall include expenditures from all funds.

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, and unmarried children from birth to the end of the month in which the dependent children reach age twenty-three (23). 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 twenty-three (23) 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-three (23), 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 22867 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 600-18, 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 600-18. If said CalPERS regulations are revised, Circular Letter 600-18 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 Employer contribution shall 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 for fiscal years 2006-2007, 2007-2008, and 2008-2009.

Dental

21.5 For fiscal year 2006-2007, 2007-2008, and 2008-2009 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 shall be offered to eligible employees and eligible family members. For fiscal years 2006-2007, 2007-2008 and 2008-2009 the Employer's contribution to such plans shall equal one hundred percent (100%) of the basic monthly premium.

Vision Care

- 21.6 For fiscal year 2006-2007 2007-2008, and 2008-2009 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 for fiscal year 2006-2007, 2007-2008, and 2008-2009 the CSU hereby agrees the Employer's contribution shall equal one hundred percent (100%) of the basic monthly premium.

Health Care Reimbursement Account

- 21.7 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

- 21.8 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.

Rural Health Care Stipend – Fiscal Year 2006-2007

- 21.9 CSUEU-represented employees who meet all of the following requirements during the January 2007 pay period shall be paid a rural health care stipend during fiscal year 2006/07;

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” effective January 1, 2007; and

The employee must be enrolled in a non-HMO health plan.

The amount of the stipend shall be \$750 per year for each eligible employee. Payment of the 2006/07 stipend shall be made prior to April 1, 2007.

Rural Health Care Stipend – Fiscal Year 2007-2008

- 21.10 CSUEU-represented employees who meet all of the following requirements during the January 2008 pay period shall be paid a rural health care stipend during fiscal year 2007-2008:

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” effective January 1, 2008 ; and

The employee must be enrolled in a non-HMO health plan.

The amount of the stipend shall be \$1000 per year for each eligible employee. Payment of the stipend shall be made prior to April 1, 2008.

Rural Health Care Stipend – Fiscal Year 2008-2009

21.11 CSUEU-represented employees who meet all of the following requirements during the January 2009 pay period shall be paid a rural health care stipend during fiscal year 2008-2009:

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" effective January 1, 2009 of the year of payment; and

The employee must be enrolled in a non-HMO health plan.

The amount of the stipend shall be \$1,500 per year for each eligible employee. Payment of the stipend shall be made prior to April 1, 2009 of the year of payment.

The \$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

21.12 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

21.13 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

21.14 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

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

Parking Fees

Section 21.16 rescinded by Side Letter #15, dated May 10, 2007

- 21.16 ~~Employees wishing to park at any CSU facility shall pay the parking fee in accordance with CSU campus policy. To accomplish this:~~
- ~~a) Effective January 1, 2007, parking fees will be raised to an amount equal to that paid by students as of January 1, 2007, but not to exceed an increase of \$3 per month.~~
 - ~~b) Effective September 1, 2007, parking fees will be raised to an amount equal to that paid by students as of September 1, 2007, but not to exceed an increase of \$6 per month.~~
 - ~~c) Effective September 1, 2008, parking fees will be raised to an amount equal to that paid by students as of September 1, 2008, but not to exceed an increase of \$9 per month.~~

Section 21.17 rescinded by Side Letter #15, dated May 10, 2007

- 21.17 ~~The above increases shall begin once a program for equalizing student and faculty parking fees has been implemented. If this results in the delay in the implementation of increases to CSUEU represented employees in any year, then all current and prior increases shall be added together and implemented prospectively.~~

~~If no fee increase would have been implemented in the prior year(s), then only the fee increases for the current year may be implemented even if new student fee increases justify the implementation of all prior year increases. These cumulative prospective fee increases shall be effective with the beginning of the pay period following the implementation of the faculty parking fee increase program.~~

- 21.18 CSUEU-represented employees shall be entitled to park in any faculty, staff and student parking lots on campus that is currently restricted solely because the CSUEU-represented employees are not paying the same parking fee as students. Any lots or spaces that are currently unrestricted shall remain unrestricted to CSUEU-represented employees. The employees who pay the reserve lot/space fee may park in reserve lots/spaces.
- 21.19 The CSU shall provide payroll deductions for this purpose.
- 21.20 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

- 21.21 Employees in classification codes 8810-8812 (Parking Officer), 8820-8822 (Community Service Specialist) and 8830-8832 (Fire Apparatus Engineer), 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.

- 21.22 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.
- 21.23 Uniform reimbursements shall be excluded from the Public Employees' Retirement Plan's definition of compensation.
- 21.24 All deductions from the lump-sum payment for uniform reimbursement shall be in accordance with state and federal law.
- 21.25 Employees may submit reimbursement claims up to the annual maximum as stated in 21.21 and 21.22 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 21.21 and 21.22 above on the replacement and maintenance of uniforms in a calendar year.
- 21.26 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.
- 21.27 The employee may request an advance for the uniform purchase at time of initial hire.

Employee Assistance Programs

- 21.28 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.
- 21.29 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.
- 21.30 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

- 21.31 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

- 21.32 Pursuant to Government Code Section 20396, or any successor(s) or substitute provision(s) of that code section, eligible employee Fire Apparatus Engineers shall be included in the "State Peace Officer/Firefighter Member" membership category under CalPERS. Pursuant to Government Code Section 20380, or any successor(s) or substitute provision(s) of that code section, all other eligible employees are designated as state miscellaneous members under CalPERS.

Enhanced 1959 Survivors Benefit

- 21.33 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 (\$2.00) per month for this benefit. The University agrees that all monthly premiums in excess of the employee \$2.00 monthly contribution shall be paid by the CSU.

Dependent Care

- 21.34 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, he/she may participate in a flex-time program, upon verification of his/her 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)

- 21.35 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

21.36 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 he/she 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

21.37 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 Department of Personnel Administration's 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

21.38 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

21.39 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.

21.40 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

21.41 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 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 contract.

ARTICLE 22

PROFESSIONAL DEVELOPMENT

General Training and Development

22.1 An employee may submit a request for training and development to the appropriate administrator. Such a request may include, but is not limited to, release time with pay, flexible working hours, tuition, and travel. If such a request is denied by the appropriate administrator, such denial shall be in writing.

22.2 Employees shall be provided necessary training appropriate to any newly assigned job duties or equipment as determined by the appropriate administrator.

Training Opportunities

22.3 When an Appropriate Administrator recommends training to improve an employee's performance, if such training occurs during the employee's work hours, the employee may be granted release time, if operational needs permit.

22.4 A permanent employee may request at the Human Resources Office or be offered the opportunity for a temporary assignment in a higher level position on a training basis. Such requests shall follow procedures outlined in Provisions 22.22, 22.23, 22.24 and 22.27.

22.5 An employee seeking a temporary training assignment for the purposes of attaining additional skills for a specific classification or skill level may make a request in accordance with the provisions of this Article.

22.6 An employee serving on such a temporary assignment shall be compensated as provided for in Provision 17.5, Article 17, Assignment/Reassignment.

22.7 Upon request, an employee serving on such a temporary assignment shall be provided with a letter of verification of such service. A copy of such a verification letter shall be placed in the personnel file of the employee.

22.8 At the end of the temporary assignment, the employee shall be returned to his/her permanent assignment with the same status as he/she would have had if he/she had not been granted the temporary assignment.

22.9 When possible, employees whose work is being changed due to technological changes may be provided with reasonable release time to participate in retraining opportunities for campus specific opportunities prior to the implementation of any layoffs.

Training Proposals

22.10 Employees or the Union may prepare and present training proposals for bargaining unit employees. Such proposals may be submitted to the Human Resources Office.

22.11 The appropriate administrator(s) shall consider any training proposal(s).

22.12 Upon request of the Union, the appropriate administrator(s) shall meet with the Union and a reasonable number of affected employees to discuss the training proposals. Such a meeting shall be held at a time and place mutually agreeable to the appropriate administrator and the Union.

22.13 The appropriate administrator shall respond in writing to the Union regarding the training proposal.

Professional Development

- 22.14 Professional development opportunities shall include, but are not limited to:
- a. The fee waiver program;
 - b. Training directly of benefit to the campus;
 - c. Continuing education.
- 22.15 When professional development classes are suggested, but not required, if such training occurs during the employee's work hours, the employee may be granted release time, if operational needs permit.
- 22.16 For the purpose of professional development, an employee may apply for an unpaid Leave of Absence for up to one (1) year as provided in Article 16.

Employee Development

- 22.17 An employee wishing to pursue educational goals may, with the guidance and support of his/her immediate non-bargaining unit supervisor and in consultation with the Human Resources Office, formally develop and obtain approval of a Career Development Program. This program shall include attainment of a certificate, an associate degree, an undergraduate degree, a graduate degree or other achievement appropriate for the employee's professional growth.
- 22.18 Upon successful completion of the formally developed and approved Career Development Program, the employee may request a temporary training assignment consistent with a logical evolution of the Career Development Program and the goals, objectives and opportunities available at his/her current campus.
- a. The employee request shall be made to the campus Human Resources Office no later than one hundred twenty (120) days following completion of the Career Development Program. Only three (3) such request(s) may be made by an employee for a temporary training assignment and must be made within the time allotted.
 - b. The request(s) shall be in writing and shall include a detailed description of the type of temporary training assignment preferred, the objective of the training, and in which division/unit the training could be provided.
 - c. The employee shall provide a current, detailed resume.
 - d. The employee shall provide, in writing, a detailed description of the new skills, abilities, knowledge and information which were obtained in the course of the Career Development Program and explain how they relate to a requested temporary training assignment.

- 22.19 Within twenty-one (21) days after receipt of the written materials, a representative of the campus Human Resources Office shall contact the employee to schedule a meeting. At this meeting, the employee shall discuss his/her request. An appropriate administrator in the Human Resources Office will provide information to the employee, as appropriate, with respect to the requirements of positions contained in the CSU's Classification and Qualification Standards, and to advise the employee as to the likelihood of a suitable position becoming available on campus.
- 22.20 The granting of a temporary training assignment request will be dependent upon the campus' ability to arrange a training opportunity and, if applicable, provide coverage in the employee's work area while he/she is away.
- 22.21 Within ninety (90) days of the meeting, the appropriate administrator in the Human Resources Office shall meet with the employee to discuss the feasibility of arranging a training assignment. If arrangements for a temporary training assignment cannot be made within the ninety (90) day period, the appropriate administrator shall continue to discuss such arrangements with campus departments and periodically inform the employee of his/her progress.
- 22.22 When arrangements for a temporary training assignment are completed, the appropriate administrator in the Human Resources Office shall meet again with the employee and provide written notice to the employee of the details of the temporary training assignment including, but not limited to:
- a. notification of the duration and beginning and ending dates of the assignment;
 - b. the location of the temporary assignment;
 - c. a position description outlining the major responsibilities of the temporary assignment;
 - d. the salary assigned to the temporary assignment;
 - e. the name and title of the immediate supervisor to whom the employee will be assigned during the temporary training assignment; and
 - f. an outline of the training experience and the objectives and performance expectations developed for the training assignment.
- 22.23 The duration of the temporary training assignment shall be no less than three (3) months and no more than eleven (11) months.
- 22.24 The employee shall receive written evaluations of his/her work at least every two (2) months and at the conclusion of the temporary training assignment. Copies of these evaluations shall be placed in the employee's personnel file.

- 22.25 At the end of the temporary training assignment, the employee shall be returned to his/her former position at or above the former salary, in addition to any approved salary adjustments.
- 22.26 The position classification of the temporary training assignment shall be based upon a classification review of the temporary training assignment. Appointment to a temporary training assignment shall be made at a salary at least equal to the employee's current salary, but no more than five percent (5%) above it.
- 22.27 Upon successful completion of a temporary training assignment, the employee may request, according to procedures applicable at his/her campus, to be interviewed for announced vacancies whose job content is comparable to the temporary training assignment. Determination of comparability shall rest with the Human Resources Office. A request for an interview shall not be unreasonably denied.

Career Opportunities

- 22.28 After successful completion of a Career Development Plan:
- a. Notice of such successful completion shall be placed in the employee's personnel file.
 - b. An employee may submit, with his/her application for a posted higher-level position, a statement regarding experience and education acquired under the plan.
 - c. An employee who applies for a vacant posted position for which Human Resources determines he/she is qualified and which is consistent with the Career Development Plan shall be interviewed.

Reimbursement for Job-Required Training Expenses

- 22.29 The CSU agrees to reimburse employees for expenses incurred as a result of training if such training is required by CSU. Employees shall be reimbursed in accordance with the CSU Travel Policy for the following expenses incurred as a result of this required training:
- a. Tuition and/or registration fees;
 - b. Cost of course-required books and materials;
 - c. Transportation or mileage expenses;
 - d. Toll and parking fees; and/or
 - e. Lodging and subsistence expenses.

Employees shall not be reimbursed for any training expenses required by law as part of the employee's profession or taken under the Fee Waiver program.

Compensation for Hours Worked Attending Training

- 22.30 Hours spent by non-exempt employees in attending training shall be compensable as hours worked unless all four of the following conditions are met: (1) the training is outside the employee's regular working hours; (2) the training is mandated by law as a requirement to work in the employee's profession; (3) the training is taken at an independent bona fide institution of learning; and (4) the employee performs no work during the training.
- 22.31 An eligible employee shall be granted release time for the purpose of taking examinations to maintain a specialized license required by the CSU, except for a DMV Class C operator license.
- 22.32 Non-exempt employees who attend training and education courses required by the CSU under provision 22.29 above shall be granted reasonable time off without loss of compensation for courses that occur during the employee's normal working hours. An employee's normal working hours may be adjusted so attendance occurs on state time. Courses required by CSU that are scheduled during off-duty hours shall be considered hours worked for purposes of determining overtime, subject to Article 19, Overtime. For the purposes of this Article, overtime shall include authorized time spent in travel. Appropriate costs for such training shall be borne by the CSU.
- 22.33 When it is necessary for exempt employees to work extended hours to attend training and/or education courses required by the CSU, managers may authorize informal adjustments in their normal work hours.

Fee Waiver

- 22.34 The appropriate administrator shall approve requests from all full-time employees and part-time permanent employees for enrollment in the CSU fee waiver program subject to the provisions of this Article.
- 22.35 A maximum of two (2) courses or six (6) units, whichever is greater, per semester/quarter (exclusive of courses in self-support programs) may be taken on the fee waiver program, provided that the CSU admission requirements shall be met, waived, or are non-applicable. Courses taken on the fee waiver program shall be taken for credit. Fee waiver courses include undergraduate, graduate, credential, and summer term courses if they are state-supported.
- 22.36 Fee waiver courses shall be job-related or part of the approved Career Development Plan. The course of study for a Career Development Plan will be established by the employee and an appropriate advisor of choice and shall be subject to approval by the appropriate administrator in the Human Resources Office. The CSU admission requirements shall be met or waived for an approved Career Development Plan. The CSU admission requirements shall not apply for job-related courses.
- 22.37 Subject to conditions listed in a. and b. below, an employee shall be granted reasonable release time for one (1) on-campus course per semester/quarter. An

employee at the Chancellor's Office shall be granted an amount of time during working hours equal to actual class time.

- a. The course shall be job-related or shall be part of an approved Career Development Plan.
- b. The operational needs of the department are met as determined by the appropriate administrator.

22.38 Employees on a leave of absence who otherwise are eligible to request a fee waiver may request fee waiver for enrollment in more than two (2) courses per semester/quarter.

22.39 In order for an employee to continue participation in this program, normal academic standards shall be maintained.

22.40 A record of completed courses may be placed in the employee's official personnel file.

22.41 The term "fee waiver" as used in this Article means a program that waives or reduces fees for employees as listed below:

The following fees shall be fully waived:

- Application Fee
- Health Services Fee
- Identification Card Fee
- Instructionally Related Activity Fee

The following fees shall be reduced to one dollar (\$1):

- Student Body Association Fee
- Student Union Fee
- Health Facilities Fee

All other Category I fees as defined in Executive Order 740 (including Campus Academic Fees and College-based Fees that are approved as Category I fees) shall be waived for employees.

The State University Fee shall be waived for the units of courses taken in the CSU fee waiver program.

22.42 Employees taking courses in addition to the CSU fee waiver courses shall pay any difference between the amount waived and the full State University Fee.

22.43 Participation in the fee waiver program shall entitle an employee to instructional services but not to student services.

22.44 An employee who qualifies for admission to a campus in accordance with established CSU standards and criteria shall be admitted, except that fees may be waived pursuant to this Article. An employee who does not qualify for regular

admission may be admitted pursuant to the authority of the President, except that fees may be waived pursuant to this Article.

Dependent Fee Waiver

- 22.45 Employees eligible for participation in the CSU Fee Waiver Program as defined in Provision 22.35 may transfer their existing Fee Waiver benefit entitlement to only one person at a time who is a spouse, domestic partner, or dependent child up to age 25, subject to the following conditions:
- a. the courses are taken by a spouse, domestic partner, or dependent child up to age 25 who is matriculated toward a degree and the courses are for credit toward the degree's requirements; and
 - b. this Fee Waiver benefit does not apply to out-of-state tuition.
- 22.46 Participation by an eligible employee's spouse, dependent child up to age 25, or domestic partner is subject to each CSU campus' standard admission and registration policies and procedures. Eligibility criteria for domestic partners shall be those used to determine such eligibility for health benefits.
- 22.47 The following fees shall be fully waived for a spouse, dependent child, or domestic partner of the employee:
- Application Fee
 - Identification Card Fee
 - State University Fee for the courses taken in the fee waiver program
- 22.48 All other fees shall be paid at the regular rates by a spouse, dependent child, or domestic partner of the employee.
- 22.49 A spouse, dependent child, or domestic partner of the employee shall be entitled to student services in addition to instructional services.

Continuing Education - Unit 2

- 22.50 Continuing education training shall be training required to obtain or renew a license or certification required by law.
- 22.51 Based on the operational needs of the campus and the requirements of the position, the appropriate administrator may approve requests for participation in continuing education activities necessary to maintain licenses or certificates required by the State of California or other licensing agencies.
- 22.52 An eligible employee may request approval to participate in continuing education activities in accordance with campus procedures.
- 22.53 The President may approve requests for participation in continuing education activities from eligible full-time employees for up to fifty (50) hours per calendar year. Employees working less than full-time shall be eligible for continuing

education on a pro rata share. Such requests shall not be unreasonably denied. Any denial shall be within seven (7) days of the employee's written request. The above notwithstanding, the appropriate administrator may grant additional release time for continuing education activities at the request of the employee. Such requests shall be carefully considered.

22.54 In cases where a total of fifty (50) hours participation in required continuing education activities are not approved by the President in a calendar year, presidential approval may be granted in the calendar year immediately following, for a maximum of one hundred (100) hours, less any time approved in the preceding year.

22.55 Approval for participation in continuing education programs and activities shall be based on the following considerations:

- a. staffing needs of the department;
- b. reasonable expectation that the employee's work performance or value to the campus will be enhanced as a result of his/her participation in the course of study; and
- c. requirements for continuing education.

22.56 The request for approval to attend required continuing education activities shall be made at least fourteen (14) days prior to an employee's anticipated absence.

22.57 The President shall determine what costs, if any, shall be borne by the campus in connection with required continuing education activities. Time as provided in this Article spent in continuing education activities shall be compensable pursuant to the factors in provision 22.30. Attendance at continuing education activities outside of regular work hours may be supported by the CSU at the discretion of the President.

Non-exempt employees who attend training and education courses required for continuing education credits may be granted reasonable time off without loss of compensation for courses that occur during the employee's normal working hours. Hours spent attending training and education courses during regular working hours for Continuing Education shall be considered hours worked. Courses that are scheduled during off-duty hours are not considered hours worked for purposes of determining overtime.

When it is necessary for exempt employees to work extended hours to attend training and/or education courses required by the CSU, managers may authorize informal adjustments in their normal work hours.

ARTICLE 23

HEALTH AND SAFETY

- 23.1 The CSU recognizes the importance of procedures and policies for the protection of health and safety of employees and shall endeavor to maintain such conditions conducive to the health and safety of the employees.
- 23.2 In the event of earthquake, other natural disasters, or a state of emergency declared by a President, the CSU shall endeavor to take necessary health and safety measures as required. At an appropriate time, the CSU agrees to meet with the Union to review such measures taken during an earthquake or other natural disaster.
- 23.3 Safety equipment and protective safety clothing shall be provided and maintained, when it is deemed necessary by the President to maintain safe and healthful conditions. Such equipment and clothing shall include, but shall not be limited to, safety glasses, ear plugs or other ear coverings, lab coats, smocks, particulate masks, respirators, and steel-toed boots and other protective footwear.
- 23.4 An employee shall endeavor to maintain safe working conditions and shall adhere to CSU established safety rules, regulations, and practices.
- 23.5 An employee who observes or detects any safety hazard shall report it first to his/her immediate supervisor or appropriate administrator as soon as possible, and may report it to the Environmental Health and Safety Officer.
- 23.6 Recommendations and suggestions regarding safety presented by an employee or the Union shall be considered. When such recommendations and suggestions are submitted to the appropriate administrator and to the Environmental Health and Safety Officer in writing, the employee shall receive a response in writing giving the disposition of such a recommendation or suggestion.
- 23.7 When an employee in good faith believes that he/she is being required to work under unhealthy or unsafe conditions or without adequate safety equipment and clothing, he/she shall notify the appropriate administrator. The appropriate administrator shall investigate as soon as possible the alleged unhealthy or unsafe conditions, notify the Environmental Health and Safety Officer where appropriate, and shall immediately communicate with the employee as to the results of such an investigation and, if deemed necessary, the steps that shall be taken to correct the condition.
- If the unhealthy or unsafe condition is an imminent hazard, as defined by CAL/OSHA, in which there is a reasonable certainty that a hazardous condition could be expected to cause death or serious physical harm, the appropriate administrator shall respond as soon as possible.
- 23.8 An employee may request a temporary reassignment when he/she believes in good faith that his/her present assignment presents a clear danger to his/her health and safety. The appropriate administrator shall promptly respond to such a

request. Such a request shall not be unreasonably denied during the preliminary aspect of any investigation. If such an unsafe or unhealthy condition is found during such an investigation, the temporary reassignment shall continue until a remedy is implemented. If, after the remedy is implemented, the employee still believes the unsafe or unhealthy condition exists, he/she may contact the Environmental Health and Safety Officer. The Environmental Health and Safety Officer shall respond to the employee as soon as possible.

- 23.9 There shall be a campus-wide health and safety committee on each campus. One campus employee from each of the bargaining units shall be designated by CSUEU to represent the safety interests of employees in these bargaining units. The names of these individuals shall be provided in writing to the President. Such representation shall be by membership on the existing campus-wide safety committee. Such a representative may submit agenda items related to health and safety. Topics may include, but shall not be limited to, the use of video display terminals (VDTs), ergonomics and other appropriate safety matters. This provision shall not preclude other bargaining unit employees from serving on the campus-wide safety committee when appointed by means other than those provided in this provision.
- 23.10 There shall be a campus Plant Operations Safety Committee which shall meet at regularly scheduled times during normal business hours. A reasonable number of employee representatives appointed by the Union shall serve as committee members. Committee members may place items related to health and safety on the agenda for such committee meetings. Recommendations and suggestions regarding safety as submitted in accordance with Provision 23.6 are appropriate as an agenda item for such committee meetings.
- 23.11 When available, upon the Union's written request, the Employer shall furnish campus disaster plans and the Material Safety Data Sheets on hazardous substances used by unit employees. Where available, other similar information, such as an Injury and Illness Prevention Program, shall be provided to the Union or an employee, upon written request and within the requirements of the law.
- 23.12 New employees shall be provided safety training within sixty (60) days of employment. As deemed necessary by the President and/or required by Cal-OSHA regulations or final determinations, the CSU shall provide safety training and instruction to minimize illness or injury to employees.

ARTICLE 24

LAYOFF

Determination

- 24.1 On a campus when the CSU determines that a layoff is necessary because of a lack of work or lack of funds, the following procedures shall apply.

Union Notice

- 24.2 When the CSU determines that there is a need for implementation of any procedures outlined in this Article, the CSU agrees to immediately notify the Union. The Union may submit a written request to the Office of the Chancellor to meet and confer with the Union on the bargaining unit impact.

Order of Layoff

- 24.3 Layoff shall be within classifications determined by the President. For classifications with skill levels, layoff shall be within skill level determined by the President. Twelve (12) month, 11/12 month, 10/12 month and academic year positions with the same class title shall, for the purposes of layoff, be considered a single classification. The order of layoff shall be:

- a. first, temporary and probationary employees; and
- b. last, permanent employees.

Temporary and probationary employees in a classification shall be separated or laid off before permanent employees in the same classification. Non-reappointment of a temporary employee does not constitute a layoff. For classifications with skill levels, temporary and probationary employees shall be separated or laid off before permanent employees in the same skill level.

Temporary and Probationary Employees

- 24.4 The President shall establish the order of layoff for temporary and probationary employees in a classification or in a skill level within a classification by considering only merit and competency in relation to program need.

Permanent Employees

- 24.5 The President shall establish the order of layoff for permanent employees in a classification in reverse order of seniority. For employees in classifications with skill levels, the President shall establish the order of layoff for permanent employees in a skill level in reverse order of seniority.

- 24.6 An employee who possesses documentable specialized skills that are needed for the program, not possessed by other employees in classification(s), or skill levels within classifications, undergoing layoff, may be excluded by the President from the layoff list.

Computation of Seniority Points for Permanent Employees

- 24.7 All seniority points calculated for and earned by permanent employees prior to June 30, 1983, shall remain unchanged. Such seniority points shall serve as the base to which additional seniority points, computed for and earned pursuant to the terms of this Agreement, shall be added. Seniority points for each campus shall be calculated by the campus and provided to the Union by the Office of the

Chancellor two (2) times per year upon written request by the Union and when the CSU determines that a layoff is necessary.

- 24.8 Full-time permanent employees shall earn one (1) seniority point of service credit in a given class, or skill level within a class, for each qualifying month of employment. Part-time employees holding permanent status shall earn seniority points proportional to the timebase served.
- 24.9 For the purpose of computing permanent employee seniority credit, length of service includes continuous time served as a temporary, probationary or permanent employee and is counted from the date of appointment to the current class held, or current skill level held within the classification, consistent with Provision 24.10 below, plus any service in all classes or skill levels of equal or higher rank on the campus, including time spent in non-CSUEU classifications, which has not been interrupted by a permanent separation.
- 24.10 Seniority credit is counted from the first calendar month of appointment to the current classification, or skill level within a classification held, or upon the return from leave without pay status (when such leave does not count for seniority credit pursuant to Provision 24.12), if the appointment or return date is on or before the fifteenth (15th) calendar day of that month. Seniority credit is counted from the second calendar month of appointment to the current classification or skill level within a classification held, or upon the return from leave without pay status (when such leave does not count for seniority credit pursuant to Provision 24.12), if the appointment or return date in the first calendar month is after the fifteenth (15th) calendar day in that month.
- 24.11 Seniority credit upon separation from a classification, or from a skill level within a classification, or upon the commencement of leave without pay status (when such leave does not count for seniority credit pursuant to Provision 24.12), shall terminate effective the end of the calendar month preceding the date of separation or leave if the date of separation is on or before the fifteenth (15th) calendar day of the month of separation. Seniority credit upon separation from a classification, or from a skill level within a classification, or upon the commencement of leave without pay status (when such leave does not count for seniority credit pursuant to Provision 24.12), shall extend until the end of the calendar month of separation or leave if the date of separation is after the fifteenth (15th) calendar day of the month of separation.
- 24.12 All time spent in family care, military, disability, loan of an employee to another governmental agency or leave with pay status shall count toward the accumulation of seniority points. All other time spent in leave without pay status, as well as periods of suspension without pay, shall not count toward the accumulation of seniority points, however, such time shall not constitute a break in continuous service.
- 24.13 For all permanent ten (10) month employees, one (1) point shall be credited for each month of the ten (10) months of employment. Those full-time, permanent employees participating in the 10/12, 11/12 or academic pay plan shall receive one (1) point of credited service for each of the twelve (12) months.

- 24.14 In no case shall a permanent employee earn more than twelve (12) seniority points per year.
- 24.15 In the event a class is abolished or the use of the class restricted and a new class established in its place, all time served in the prior comparable class shall be counted as service in the new class.
- 24.16 The term "class of equal rank" as used in this Article shall mean a class, or skill level within a class, which has a maximum salary of not more than one-half (1/2) step or approximately two and one-half percent (2 1/2%) above or below the maximum salary of the employee's current class, or skill level within a class.
- 24.17 The term "class of higher rank" as used in this Article shall mean a class, or skill level within a class, which has a maximum salary of more than one-half (1/2) step or approximately two and one-half percent (2 1/2%) above the maximum salary of the employee's current class, or skill level within a class.

Tie-Breaking in the Order of Layoff

- 24.18 A tie exists when two (2) or more permanent employees in a classification, or skill level within a classification, undergoing layoff have the same number of seniority points.
- 24.19 The President shall break ties in establishing the layoff order of permanent employees by considering only the following factors:
- a. specialized skills and competencies of the employee; and
 - b. documented meritorious service by the employee.

Employee Notice of Layoff

- 24.20 A temporary or probationary employee who is to be laid off shall receive notice of such layoff from the President no later than forty-five (45) days before the effective date of layoff.
- 24.21 A permanent employee who is to be laid off shall receive notice of such layoff from the President no later than sixty (60) days prior to the effective date of layoff. A permanent employee who is to be laid off due to lack of work shall receive notice of such layoff from the President no later than ninety (90) days prior to the effective date of layoff. Such notice shall be in writing and mailed by certified mail, return receipt requested, to the employee's last known address.

Employee Options in Lieu of Layoff

- 24.22 A permanent employee who has received a notice of layoff may exercise his/her right to elect transfer to any vacancy for which he/she is currently qualified. Such qualification shall be determined in the normal manner. When two (2) or more such permanent employees elect transfer to the same vacancy in accordance with

this provision, the President may select the employee to be transferred on the basis of merit.

- 24.23 A permanent or probationary employee who has received a notice of layoff may elect to be transferred or demoted to any classification, or skill level within a classification, in which he/she has served as a permanent employee during the period preceding the layoff, provided there has been no break in service.
- 24.24 A permanent employee at the Chancellor's Office who has received a layoff notice shall have retreat rights to his/her former campus if he/she had gained permanency at that campus. Such retreat rights exist only if the employee's appointment at the Chancellor's Office was immediately after separation from the campus.
- 24.25 If an employee elects a demotion in lieu of layoff, his/her salary shall be red circled in accordance with the red circle rate provisions in Article 20, Salary.
- 24.26 In order to elect the options in Provisions 24.22 - 24.25 above, an employee must notify the campus Human Resources Office in writing of his/her election not later than thirty (30) days after receiving the notice of layoff.
- 24.27 An employee replaced by the demotion or transfer of an employee who has received a notice of layoff shall have the same rights as outlined in Provisions 24.22- 24.25 above of this Article.

Reemployment Rights/Opportunities

- 24.28 The President shall enter the names of laid-off permanent employees on a reemployment list by class, or by skill level within a classification, in order of seniority. An employee's name shall remain on the reemployment list until he/she returns to a position in the same class, or skill level within a classification, held at the time of layoff and at the same timebase as previously held. In no case shall a name remain on the reemployment list for more than five (5) years.
- 24.29 Position vacancies in a class, or skill level within a classification, for which there are names of qualified individuals on the reemployment list shall not be filled without first making an offer of reemployment to those on this list. If an individual on the reemployment list declines two (2) such offers, he/she waives his/her reemployment rights. An individual on a reemployment list may request inactive status for up to one (1) year.
- 24.30 An employee reemployed under the conditions of this Article shall retain permanent status rights, service credit (subject to Public Employees' Retirement System (PERS) regulations), salary steps, sick leave, and seniority credits he/she held at the date of layoff.
- 24.31 The CSU shall provide a job clearinghouse to advise and inform employees in classifications, or skill levels within classifications, undergoing layoff of employment opportunities at other campuses. The services of the clearinghouse shall be available upon request to permanent employees in receipt of notice of

layoff or former permanent employees on a reemployment list. A campus may not fill a vacancy without ascertaining whether such an employee or former employee has applied. If such an employee has applied for a vacancy, his/her application shall be considered.

Voluntary Programs to Avoid Layoff

24.32 At least sixty (60) days prior to the effective date of a layoff due to a lack of funds, the President shall make available voluntary programs to avoid layoff. At least ninety (90) days prior to the effective date of a layoff due to a lack of work, the President shall make available voluntary programs to avoid layoff. When the layoff is due to a lack of work, voluntary programs will only be made available to employees in the classifications affected by the layoff. If there are no employees in the affected classifications other than those notified of the possible layoff, voluntary programs will not be offered.

24.33 Such programs shall include, but shall not be limited to:

a. a voluntary reduced worktime program;

A voluntary reduced worktime program may reduce the time worked by an employee within the workweek or within the work year. The 10/12 or 11/12 pay plan as provided for in this Agreement shall be considered a voluntary reduced worktime program. Prior to a layoff, the President shall extend the provisions of the 10/12 or 11/12 pay plan (Article 20, Salary, Provisions 20.15 through 20.25) to employees in classifications undergoing layoff and may extend the provisions of the 10/12 or 11/12 pay plan to employees in classifications not otherwise eligible.

b. leaves of absence without pay in accordance with Article 16, Leaves of Absence Without Pay, of this Agreement.

24.34 An employee who has been laid off and placed on the re-employment list may be eligible to participate in the fee waiver program as described in Provisions 22.34 through 22.44 of Article 22 for the duration of the time that the employee is on the re-employment list. In order to participate in the program, the employee shall have or shall initiate a career development/job related plan through the Human Resources Office and shall meet all applicable fee waiver requirements. This benefit is for the use of the laid off employee only and is not transferable. A benefit already transferred remains transferred until the end of the academic term.

ARTICLE 25

NON-DISCRIMINATION

Non-Discrimination

25.1 The CSU prohibits discrimination on the basis of race, religion, ancestry, color, sex, sexual orientation, gender identity, age, physical disability, mental disability,

veteran status, marital status, pregnancy, medical condition and/or national origin. "Veteran status," as used herein, refers to the categories protected under the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA), which currently includes Vietnam-era veterans, qualified special disabled veterans, and veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge was authorized. It is recognized these categories of protected veterans may expand or contract in the future consistent with changes in the VEVRAA. "Disability" and "medical condition," as used herein, are consistent with the definitions provided in the Americans with Disabilities Act and the Fair Employment and Housing Act.

- 25.2 An employee, who alleges discrimination in violation of a CSU systemwide non-discrimination or anti-harassment policy, shall file his/her complaint under the procedure described in Executive Order 928, or in any superseding executive order, if applicable. An employee may, at any time, file a complaint regarding the same incident with the Equal Employment Opportunity Commission and/or the Department of Fair Employment and Housing.

Whistleblowing

- 25.3 An employee, who wishes to file a disclosure of an improper governmental activity and/or a significant health or safety threat, shall file his/her complaint under the procedure described in Executive Order 929, or in any superseding executive order, if applicable.
- 25.4 An employee, who alleges that he/she suffered retaliation for making a protected disclosure of an improper governmental activity and/or a significant health or safety threat, shall file his/her complaint under the procedure described in Executive Order 822, or in any superseding executive order, if applicable.

ARTICLE 26

CRUISE EMPLOYEES

Article 26 replaced by Side Letter #23, dated April 16, 2009

- 26.1 This article applies to all employees who are assigned to go on cruise.

Food Service Series Cruise Calendar Employees

- 26.2 The following provisions refer to employees in Food Service Series classifications who are scheduled to work on the same basis as employees under an Academic Year Pay plan and who are required to work one (1) cruise per year.
- (a) For Food Service Series cruise calendar employees at the California Maritime Academy one year of service is equivalent to an academic year, plus one cruise.

- (b) Food Service Series cruise calendar employees serving in a cruise year appointment do not accrue vacation credits and are not eligible for paid vacation.
- (c) Food Service Series cruise calendar employees 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 time base is less than full-time, this provision will be applied on a pro rata basis.
- (d) At the completion of a worked cruise, Food Service Series cruise calendar employees earn forty (40) hours of CTO to be used during the following calendar year terms.

Incidental Pay Premium

- 26.3 All employees who are required to go on cruise are to receive five dollars (\$5.00) per day incidental pay for each day worked on a California Maritime Academy Cruise. This allowance is provided to all employees while on cruise, and not just to those in Food Service series positions.

Employee Reimbursement

- 26.4 If any employee is required to obtain or renew their passport for cruise purposes, the cost of doing so shall be reimbursed by CMA.
- 26.5 If any employee is required to obtain or renew a Merchant Mariner Credential/Document (Z card), Transportation Worker Identification Credential (TWIC card), or any other document and/or credential required by a governmental agency for cruise purposes, the cost of doing so shall be reimbursed by CMA.
- 26.6 If any employee is required to obtain a physical exam, x-ray, vaccination or medical or drug/alcohol testing for cruise purposes, the cost -- including time off (not to exceed four hours) -- will be borne by CMA.
- 26.7 If and when any employee performs any classroom instruction, that individual will receive a separate lecturer appointment.

ARTICLE 27

LABOR MANAGEMENT COMMITTEES

Campus Labor Management Committees

- 27.1 At the request of either CSUEU or CSU, a meeting shall be held to discuss whether to establish a joint labor/management committee to discuss issues of mutual interest. If an LMC is established, it shall be composed of up to four (4) representatives (one from each bargaining unit) each from labor and management

employed at the campus. Both sides shall be equally represented and appointed by their respective parties.

- 27.2 If formed, this committee shall meet on an ad hoc basis, at times and dates mutually agreeable to the parties and surrounding a campus specific issue. The parties shall notify each other of the issues that they desire to discuss at least fifteen (15) days prior to a scheduled meeting date. LMCs shall issue a report within ninety (90) days of its last meeting.
- 27.3 The committee's agenda shall be limited to discussing matters which the campus has the authority to resolve and is related to the interpretation and application at the campus of campus policy and/or the provisions of the Agreement between the parties.
- 27.4 Release time shall be provided to members of the LMC for the purpose of participating on the committee.

Systemwide Labor Management Committees

- 27.5 By mutual agreement, a systemwide joint labor management committee may be established and shall be composed of six (6) representatives each from labor and management.
- 27.6 The committee's agenda shall be limited to discussing mutually agreed upon topics.
- 27.7 Release time shall be provided to members of the LMC for the purpose of participating on the committee.
- 27.8 Within ninety (90) days of ratification, the parties shall convene an LMC to discuss the State Controller's Office proposed new payroll system, including, but not limited to plus/minus time and pay periods.

General Provisions

- 27.9 Committee recommendations, if any, will be advisory in nature.

Information Technology Labor Management Committee

- 27.10 Within ninety (90) days of ratification, the Information Technology Labor Management Committee (ITLMC) shall issue a final report, providing copies to CSU and CSUEU Headquarters, as well as Human Resources Directors and the Information Technology Advisory Committee (ITAC).

ARTICLE 28

FAMILY AND MEDICAL LEAVE AND PREGNANCY DISABILITY LEAVE

28.1 The family and medical leave provisions in this Article incorporate both the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) and will be denoted by FML.

Eligibility

28.2 An employee who has at least twelve (12) months of service is entitled to a family and medical leave without pay.

FML Entitlement

28.3 Eligible employees shall be granted up to a total twelve (12) weeks of family and medical leave (FML) in a 12-month period for the birth of a child of the employee; the placement of a child with an employee in connection with the adoption or foster care of the child by the employee; to care for a child, parent, spouse or domestic partner of the employee who has a serious health condition; or for the employee's own serious health condition. FML is unpaid leave; however, employees shall utilize appropriate leave credits prior to being placed on any unpaid portion of FML.

28.4 When FML is granted for an employee's own serious health condition, an employee shall use sick leave, vacation, compensating time off (CTO) and Personal Holiday before going on any unpaid portion of FML. However, if the leave is due to the employee's own serious health condition and also qualifies as an Industrial Disability Leave (IDL), Temporary Disability, or Non-Industrial Disability Leave (NDI), the appropriate guidelines shall apply.

28.5 FML taken by an employee to care for an eligible family member shall be leave without pay except that an employee must utilize all accrued vacation, personal holiday, compensating time off (CTO) that he/she is eligible to take prior to any unpaid period of FML.

28.6 An employee may use accrued sick leave during the period of FML to care for an eligible family member upon mutual agreement between the employee and the appropriate administrator. Such requests for sick leave shall be made in accordance with Article 15 of this Agreement.

28.7 For FML taken for reason of the birth of a child or adoption/foster care of a child by an employee, shall be initiated within one (1) year of the birth of a child or placement of a child with the employee in the case of adoption/foster care.

The period of FML granted to an employee for the birth of a child shall run concurrently with the period of leave available to an employee under Education Code 89519.

- 28.8 FML is separate and distinct from the right of a female employee to take a pregnancy disability leave under Government Code Section 12945, subdivision (b)(2). If a female employee takes part or all of the maximum four (4) months of pregnancy disability leave, she may also request up to twelve (12) weeks of FML for reason of the birth of the child, or to care for the new child, or due to her own or child's serious medical condition. FML and pregnancy disability leave shall run concurrently with the period of leave available under the provisions of Education Code Section 89519. FML shall not run concurrently with pregnancy disability leave under Government Code Section 12945.
- 28.9 The amount of family care and medical leave that may otherwise be granted under Article 16 may be reduced by the amount of FML granted to an employee for reasons set forth in this Article.

Request and Approval

- 28.10 When the appropriate administrator becomes aware that an employee has taken or intends to take time off for an FML qualifying reason pursuant to provision 28.3, the employee may be asked to provide documentation from a medical professional asserting that there is an FML qualifying reason. FML qualifying leaves may be designated as FML.
- 28.11 An employee shall provide the President with written notice of the need for FML as soon as the event necessitating the leave becomes known to the employee. In general, as much advance notice as is reasonably possible shall be provided and normally shall not be less than five (5) working days of the event giving rise to the need for leave.
- 28.12 If the employee's need for family and medical leave is foreseeable due to the employee's planned medical treatment or planned supervision of a child, parent, spouse, or domestic partner with a serious health condition, the employee shall provide the President with not less than fourteen (14) days notice of the need for the leave. The employee shall consult with the appropriate administrator regarding the scheduling of the treatment or supervision so as to minimize disruption of the operations of the campus.
- 28.13 Before granting FML for the serious health condition of a child, parent, spouse, or domestic partner, the President may require certification of the serious health condition from the health care provider.
- 28.14 Upon expiration of the period which the health care provider originally estimated that the employee needed to care for the child, parent, spouse, or domestic partner, the President may require the employee to obtain recertification if additional leave is requested.

Return to Work

- 28.15 Approved FML assures the employee a right to return to his/her former position or an equivalent position upon expiration of the family and medical leave. If the former position and any equivalent position has ceased to exist due to legitimate

business reasons unrelated to the leave, the campus shall make reasonable accommodation by alternative means that will not cause undue hardship to the campus. Such alternative means shall include, but not be limited to, offering the employee any other position which is available and for which the employee is qualified. FML shall not constitute a break in service for the purposes of length of service and/or seniority under this Agreement.

28.16 An employee on FML shall retain employee status and shall continue to accrue seniority points pursuant to Article 24 of this Agreement during the period of the FML. During FML, an employee may continue to participate in benefits to the same extent and under the same conditions as would apply to any other personal leave of absence without pay pursuant to this Agreement, except that if any paid portion of the FML is less than twelve (12) weeks, unless canceled by the employee, the CSU shall continue to make employer contributions toward health, dental and vision coverage for the unpaid remainder of the twelve (12) week period. If an employee fails to return at the end of FML, the CSU may require repayment of insurance premiums paid during the unpaid portion of the leave. The CSU shall not require repayment of premiums if the employee's failure to return is due to his/her serious health condition or due to circumstances beyond the employee's control.

28.17 The granting or denial of FML provided in this Article shall be subject to Article 8, Complaint Procedure.

ARTICLE 29

DURATION AND IMPLEMENTATION

Section 29.1 amended by Side Letter #26, dated May 5, 2009

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, 2011.

29.2 The provisions of Article 20, Salary, and Article 21, Benefits, shall be implemented as indicated in those articles.

Section 29.3 amended by Side Letter #26, dated May 5, 2009

29.3 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. However, negotiations on economic issues in preparation for the budget request for the 2011/12 fiscal year, as provided in Section 3572 of the Higher Education Employer-Employee Relations Act, may commence after July 1, 2010, when one of the parties delivers to the other its proposals in writing.

Section 29.4 replaced by Side Letter #26, paragraph 2, dated May 5, 2009

- 29.4 Subject to the provisions of HEERA Section 3572 (a), the CSUEU may request to reopen the Salary Article (Article 20) of the collective bargaining agreement at any time between June 30, 2009 and June 30, 2011, upon thirty (30) days notice to the CSU. Upon receipt of a request to reopen the Salary Article, the Parties will agree on a sunshine schedule.
- 29.5 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.

SIDE LETTERS OF AGREEMENT

SIDE LETTER OF AGREEMENT #1

ARTICLE 5

OFFICE SPACE

November 14, 2006

The CSU will write the CFA Headquarters and remind them that Provision 6.23 of the CFA collective bargaining agreement states:

The CFA shall be provided appropriate office space on each campus, which shall, upon their request, be shared with other bargaining representatives. Rental charges for the duration of this Agreement shall be one dollar per year for each office provided.

The CSU will advise the CFA that it expects the CFA to comply with this provision of the collective bargaining agreement.

SIDE LETTER OF AGREEMENT #2

HUMAN RESOURCES

Labor Relations

401 Golden Shore, 4th Floor
Long Beach, CA 90802-4210
562-951-4400/Fax 562-951-4890

Sharyn Abernatha

Labor Relations Manager
saberatha@calstate.edu

February 8, 2007

Mr. Teven Laxer
Sr. Labor Relations Representative
California State University Employees Union
1129 10th Street
Sacramento, California 95814

Re: Implementation of Grievance Procedure Contract Changes

Dear Laxer:

This is to document our discussion regarding implementation of the negotiated changes to the Grievance Procedure in Article 7 and the Complaint Procedure in Article 8 of the 2007-2009 Agreement. We are in agreement that all grievances and complaints after January 16, 2007 will be using the new steps of the grievance procedure or, in the case of complaints, the complaint procedure. Grievances filed January 16, 2007 or earlier will be processed under the terms of the 2002-2006 contract.

We are in agreement, though, that any grievance not yet scheduled for arbitration, whether filed under the old or new contract may, if both parties agree, be scheduled under the Med-Arb Procedure (Sections 7.32 through 7.34). And, any complaint not yet heard at Level III may, if both parties agree, be scheduled under the Mediation Procedure (Section 8.21).

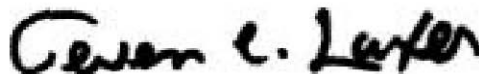
If you are in agreement, please sign below. Thank you for your assistance and cooperation in resolving this question.

Sincerely,



Sharyn Abernatha
CSU Chief Negotiator

Concurrence:



Teven Laxer
CSUEU Chief Negotiator

CSU Campuses

Bakersfield
Channel Islands
Chico
Dominguez Hills
East Bay

Fresno
Fullerton
Humboldt
Long Beach
Los Angeles
Maritime Academy

Monterey Bay
Northridge
Pomona
Sacramento
San Bernardino
San Diego

San Francisco
San José
San Luis Obispo
San Marcos
Sonoma
Stanislaus

TH
Shawn Alvarado
2/6/07

TA
Steven C. Lopez
2/6/07

SIDE LETTER OF AGREEMENT #3

IMPLEMENTATION OF CHANGES TO PROVISIONS 9.10 AND 9.12

The parties agree that campuses will have until March 16, 2007 to determine whether the part-time probationary employees meeting the criteria listed below have successfully completed probation.

The probationary employee:

- Is less than full time, and
- Effective January 16, 2007 has been on probationary status for less than the equivalent of one (1) year of full-time status and for eleven (11) or more calendar months,

Any employee who has been on probation less than eleven (11) calendar months will be subject to provisions 9.10 through 9.14 of the 2007-2009 collective bargaining agreement.

SIDE LETTER OF AGREEMENT #4

HUMAN RESOURCES

Labor Relations

401 Golden Shore, 4th Floor
Long Beach, CA 90802-4210
562-951-4400/Fax 562-951-4890

Sharyn Abernatha

Labor Relations Manager
saberatha@calstate.edu

February 23, 2007

Mr. Teven Laxer
Senior Labor Relations Representative
California State University Employees Union
1129 10th Street
Sacramento, CA 95814

Re: Article 9, Probation, Part-Time Employees

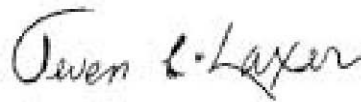
Dear Mr. Laxer:

This is to document our discussion regarding the status of part-time employees in units 2, 5, 7 and 9. We are in agreement that, as referenced in provisions 9.14, 9.52 and 9.54, part-time employees must have a time base of at least 50% in order to be considered probationary employees and qualify for permanent status. Employees who are appointed to a time base of less than 50% shall be considered temporary employees and they shall not be eligible for permanent status.

If you are in agreement, please sign below. Thank you for your assistance and cooperation in resolving this question.



Sharyn Abernatha
CSU Chief Negotiator



Teven Laxer
CSUEU Chief Negotiator

CSU Campuses
Bakersfield
Channel Islands
Chico
Dominguez Hills
East Bay

Fresno
Fullerton
Humboldt
Long Beach
Los Angeles
Maritime Academy

Monterey Bay
Northridge
Pomona
Sacramento
San Bernardino
San Diego

San Francisco
San José
San Luis Obispo
San Marcos
Sonoma
Stanislaus

SIDE LETTER OF AGREEMENT #5

SHIFT DIFFERENTIAL BONUS

IMPLEMENTATION OF PROVISION 20.12

February 6, 2007

To implement provision 20.12 of the collective bargaining agreement regarding shift differentials, the parties agree to the following:

1. The shift differential provided in provision 20.12 of the 2007-2009 contract shall take effect beginning with the January 2007 pay period.
2. Employees eligible for the shift differential in provision 20.12 for the February 2007 pay period shall receive, in addition to the shift differential of this provision, a bonus payment by no later than April 30, 2007.
3. The bonus amount for each employee shall be determined by dividing the total bonus pool of \$398,500 by the number of eligible employees as determined in section two (2) above.
4. The actual amount of the individual employee's lump sum payment shall be minus applicable taxes and withholdings for Social Security and Medicare, subject to overtime calculations only in the pay period in which the payment is issued. There shall be no withholdings for CalPERS or PST retirement.

SIDE LETTER OF AGREEMENT #5 – Revised

SHIFT DIFFERENTIAL BONUS

IMPLEMENTATION OF PROVISION 20.13

April 26, 2007

To implement provision 20.13 of the collective bargaining agreement regarding shift differentials, the parties agree to the following:

1. The shift differential provided in provision 20.13 of the 2007-2009 contract shall take effect beginning with the January 2007 pay period.
2. Employees eligible for the shift differential in provision 20.13 for the February 2007 pay period shall receive, in addition to the shift differential of this provision, a bonus payment by no later than April 30, 2007.
3. The bonus amount for each employee shall be determined by dividing the total bonus pool of \$398,500 by the number of eligible employees as determined in section two (2) above.
4. The actual amount of the individual employee's lump sum payment shall be minus applicable taxes and withholdings for Social Security and Medicare, subject to overtime calculations only in the pay period in which the payment is issued. There shall be no withholdings for CalPERS or PST retirement.

SIDE LETTER OF AGREEMENT #6

ARTICLE 20

**MINIMUM SALARY RATES
JANUARY 2007**

November 14, 2006

The parties agree that effective with the January 2007 pay period the minimums of the salary ranges of the classifications listed below will be increased to the amount indicated:

| <u>Class Code</u> | <u>Title</u> | <u>Unit</u> | <u>Minimum Monthly Rate</u> |
|-------------------|----------------------------------|-------------|-----------------------------|
| 0104 | Maintenance and Laborer Trainee | 5 | \$1,300 |
| 1120 | Clerical Trainee | 7 | \$1,300 |
| 1521 | Technician Trainee | 9 | \$1,300 |
| 7165 | Interpreter/ Transliterator I AY | 9 | \$1,300 |

The minimum rates will be adjusted for the GSI and any Market Salary Adjustment in the August 2006 pay period and will be brought up to the \$1300 minimum rate effective as of the January 2007 pay period.

Any employees whose salary rate is less than the new minimum rate will have his/her salary rate increased to the new minimum rate effective with the January 2007 pay period.



California State University Employees Union (CSUEU), SEIU 2579/CSEA

SIDE LETTER OF AGREEMENT #7

November 14, 2006

Ms. Jackie McClain
Vice Chancellor, Human Resources
Office of the Chancellor
California State University
401 Golden Shore
Long Beach, CA 90802

Dear Ms. McClain:

This is to confirm our discussion during contract negotiations regarding CSUEU's position on market salary increases. Based upon input from our members that their collective wages have fallen far behind the cost-of-living due to low or no general salary increases for many years, CSUEU requested that more monies be directed to General Salary Increases than to Market Salary Increases over the life of the 2006/09 contract.

Although the Union is concerned about the number of classifications where the salaries are less than that paid to comparable classifications in other institutions, CSUEU did not accept CSU's proposal which would have directed more available money to Market Salary increases than to general salary increases.

We understand that-the impact of this decision will be that at the end of this 2006-2009 contract, we will not have substantially reduced existing market lags. In future years, we can address market lags.

Sincerely yours,

Pat Gantt,
Employees Union

CSUEU, 1129 10th Street, Sacramento, CA 95814 ♦ Phone: 916/319-4800 ♦ Fax: 916/319-4808 ♦



California State University Employees Union (CSUEU), SEIU 2579/CSEA

SIDE LETTER OF AGREEMENT #8

January 8, 2007

Ms. Sharyn Abematha
Manager, Labor Relations
Office of the Chancellor
California State University
401 Golden Shore
Long Beach, CA 90802-4210

Dear Ms. Abematha:

Pursuant to our telephone conversation of January 7, 2007, this is to reiterate in writing what the CSUEU bargaining team stated on numerous accessions at the bargaining table during 2006 negotiations between CSUEU and CSU.

For fiscal year 2006/07, pursuant to Article 20, Section 20.5, of the Tentative Agreement between CSUEU and CSU, CSUEU has determined that the 0.324% market salary adjustment shall be distributed to all classifications represented by CSUEU, effective with the August 2006 pay period.

Sincerely yours,

Teven C. Laxer
Senior Labor Relations Representative

cc: Sam Strafaci, Assistant Vice Chancellor, Human Resources, CSU
Pat Gantt, President, CSU Employees Union, SEIU Local 2579
CSUEU Bargaining Councils
CSUEU Division Council
Virginia Watts, CSUEU Administrator
CSUEU Staff

SIDE LETTER OF AGREEMENT #9

ARTICLE 21

PARKING FEES

~~If, at the expiration of the 2006-2009 collective bargaining agreement (June 30, 2009), the parties agree to extend the contract through June 2010, or any portion thereof, or if the parties are unable to reach agreement on a successor contract by September 1, 2009, the parties agree to negotiate in good faith a side letter of agreement so that on campuses where students are paying higher parking fees than CSUEU-represented employees, those employees will pay the same fee either:~~

~~(a) Effective September 2009, or~~

~~(b) By prorating the increase beginning September 2009 to reach the same amount as paid by the students by June 2010.~~

(Rescinded May 10, 2007 – See Side Letter #15)

SIDE LETTER OF AGREEMENT #10



February 6, 2007

Mr. Teven Laxer
Senior Labor Relations Representative
California State University Employees Union
1129 10th Street
Sacramento, CA 95814

Re: Implementation of Fee Waiver Contract Changes

Dear Mr. Laxer:

This is to document our discussion regarding implementation of the negotiated changes to the fee waiver program in Article 22 (provisions 22.25 through 22.z3) of the Tentative Agreement. We are in agreement that all the Fee Waiver changes will be implemented at each campus for the next quarter or semester after January 16, 2007. Each campus will determine, based on factors such as, but not limited to, the start date of the semester or quarter and fee waiver processing dates, the implementation date of the negotiated changes.

If you are in agreement, please sign below. Thank you for your assistance and cooperation in resolving this question.

Sincerely,

A handwritten signature in black ink that reads "Sharyn Abernethy".

Sharyn Abernethy
CSU Chief Negotiator

Concurrence:

A handwritten signature in black ink that reads "Teven Laxer".

Teven Laxer
CSUEU Chief Negotiator

2/7/2007

SIDE LETTER OF AGREEMENT #11

ARTICLE 23

WORKPLACE VIOLENCE POLICY

May 25, 2006

California State University agrees to advise all campuses that each campus is to have a workplace violence policy. Any campus that does not have such a policy is to draft such a policy within six (6) months of ratification of this successor Agreement.

SIDE LETTER OF AGREEMENT #12

ARTICLE 25

**DISCRIMINATION COMPLAINT PROCEDURE
EXECUTIVE ORDER 928, OR ANY SUPERCEDING EXECUTIVE ORDER**

April 25, 2006

The parties agree that CSUEU has the right to file a complaint under Executive Order 928 (or any superseding Executive Order) alleging discrimination or sexual harassment against more than one CSUEU represented employee. The CSUEU agrees to identify the employees/grievants when so requested and to identify the alleged harm to those employees/grievants.

SIDE LETTER OF AGREEMENT #13

ARTICLE 27

WORK SHIFTS

September 14, 2006

California State University (CSU) and the California State University Employees Union (CSUEU) agree to form a systemwide Labor Management Committee pursuant to Article 27. The purpose of this Committee will be to explore and review the application of various work shifts to employee's holiday pay, release time, and other pay or leave credits.

The recommendations of the Labor Management Committee will be submitted to the Vice Chancellor of Human Resources and/or designee by two to four representatives of the Labor Management Committee who are chosen by the Labor Management Committee. The Vice-Chancellor and/or designee will respond in writing. Some recommendations may be remanded to the Labor Management Committee for additional discussion and consideration.

SIDE LETTER OF AGREEMENT #14



HUMAN RESOURCES
Labor Relations
401 Golden Shore, 4th Floor, Long Beach, CA 90802-4210
562-951-4400 / Fax 562-951-4890

Sharyn Abernatha
Labor Relations Manager
saberatha@calstate.edu

www.calstate.edu

May 7, 2007

Mr. Teven Laxer
Senior Labor Relations Representative
California State University Employees Union
1129 10th Street
Sacramento, CA 95814

Re: SSI Eligibility

Dear Mr. Laxer:

This is to confirm our discussion regarding SSI Eligibility under the terms of the 2007 – 2009 collective bargaining agreement.

CONTRACT:

Provisions 20.26 - 20.35 state the guidelines for issuing an SSI to probationary, permanent and temporary employees who are below the SSI maximum on their Anniversary Date, provided they have satisfactory performance.

Provision 20.27 provides for a bonus for eligible employees who were at or above the SSI maximum on July 1, 2006.

SSI maximums were increased by 8.324% on July 1, 2006. (Provision 20.4)

Employees received a GSI of 3% and a market increase of .324% effective with the August 2006 pay period. (Provisions 20.4 and 20.7)

CSU Campuses
Bakersfield
Channel Islands
Chico
Dominguez Hills
East Bay

Fresno
Fullerton
Humboldt
Long Beach
Los Angeles
Maritime Academy

Monterey Bay
Northridge
Pomona
Sacramento
San Bernardino
San Diego

San Francisco
San José
San Luis Obispo
San Marcos
Sonoma
Stanislaus

Mr. Teven Laxer
May 7, 2007
Page 2 of 2

ISSUE:

Some employees who were over the old SSI maximum were under the new SSI maximum as of July 1, 2006 and, therefore, not eligible for the SSI bonus. However, after receiving their GSI and Market Salary Increases, they were over the new SSI maximum and, thus, not eligible for an SSI on their anniversary date.

Example:

| | |
|---|--------|
| SSI Max 6/30/06 | \$3381 |
| Salary 7/1/06 | \$3654 |
| SSI Max 7/1/06 | \$3662 |
| Set Anniversary Date to 04/01/07 | |
| Salary After GSI and Market Increases (8/2/06) | \$3775 |
| SSI Max 8/2/06 | \$3662 |

AGREEMENT:

It is agreed that the employees who were ineligible for the SSI bonus on July 1, 2006 because their salaries were below the SSI maximum and were ineligible for an SSI on their anniversary date in fiscal year 2006-07 as a result of the GSI and Market Salary Increase should receive the bonus. Please sign below to indicate your concurrence.

Sincerely,



Sharyn Aberratha
Senior Labor Relations Manager

Concurrence:



Teven Laxer
Senior Labor Relations Representative

SIDE LETTER OF AGREEMENT #15

PARKING FEES AND GENERAL SALARY INCREASE

May 10, 2007

1. The individual salary rates of all employees in CSUEU-represented bargaining units shall be increased by one percent (1.0%), retroactive to January 1, 2007.
2. The minimum, SSI maximum and the maximum of all salary ranges shall be increased by one percent (1.0%), retroactive to January 1, 2007.
3. The following increases in parking fees shall be effective upon the implementation of a program to equalize faculty and student parking fees. Effective July 1, 2007, parking fees for employees in CSUEU-represented bargaining units shall be increased by the cumulative percentage amount of the General Salary Increase (GSI) for FY 2006/07 [four percent (4%)].
4. For FY 2007/08, parking fees for employees in CSUEU-represented bargaining units shall be increased by the percentage amount of the General Salary Increase (GSI) for FY 2007/08. If the CSU receives revenues in its final budget consistent with provisions 20.5 and 20.6 of the CSUEU-CSU Agreement, then the increase will take effect no earlier than the first pay period thirty (30) days after the final approval of the CSU budget. If the CSU does not receive revenues in the final CSU budget consistent with provisions 20.5 and 20.6 of the CSUEU-CSU Agreement and the parties reopen bargaining on salary pursuant to Article 29 (Duration & Implementation), then the increase will take effect no earlier than the first pay period thirty (30) days after the implementation of the GSI for that year. Deductions will be retroactive to the date of the first pay period thirty (30) days after the final approval of the CSU budget for that fiscal year.
5. In each fiscal year of the CSUEU-CSU agreement thereafter, parking fees will be increased by the percentage amount of the General Salary Increase (GSI) for that fiscal year. If the amount of the GSI has been contractually established by the parties prior to the commencement of the fiscal year, then the increase will take effect no earlier than the first pay period thirty (30) days after the final approval of the CSU budget. If the parties re-open bargaining on salary in FY 2008/09 and/or 2009/10, pursuant to Article 29 (Duration & Implementation), then the increase will take effect no earlier than the first pay period thirty (30) days after the implementation of the GSI for that fiscal year. Deductions will be retroactive to the date of the first pay period thirty (30) days after the final approval of the CSU budget for that fiscal year.
6. Under no circumstances shall parking fees on any campus exceed those paid by CSU students in any given fiscal year. As of the date of this Side Letter, 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.

7. 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.
8. This Side Letter supersedes Article 21, provisions 21.16 and 21.17, as well as Side Letter 9 on Parking Fees, dated October 27, 2006.

SIDE LETTER OF AGREEMENT #16

ARTICLE 20

2007 REOPENER

November 28, 2007

CSU and CSUEU have agreed to the enclosed, revised Article 20, with the exception of Provision 20.8, effective retroactive to July 1, 2007.

However, CSU argues the money should be distributed to address market equity issues. CSUEU disagrees, arguing that the CSU has not done enough to move employees through their open ranges. The parties have agreed to continue the mediation/fact-finding process over the distribution of the additional .25%.

SIDE LETTER OF AGREEMENT #17

MEMORANDUM OF UNDERSTANDING ADMINISTRATIVE LEAVE - FIRES - OCTOBER 2007

November 29, 2007

This Memorandum of Understanding addresses time reporting issues of employees during the period of disruption as a result of the devastating fires in Southern California in October 2007, pursuant to provision 20.52 of the CSUEU-CSU's 2007-2009 Collective Bargaining Agreement.

Certain Southern California campuses suffered varying degrees of disruption as a result of current fires, and some employees may have been displaced from their homes. To assure consistency among the campuses, the following side letter has been negotiated between the California State University (CSU) and the California State University Employees Union (CSUEU) to account for time during this period of disruption:

A. Campus closed to all or selected faculty and staff:

1. Administrative leave shall be granted to all employees who were both scheduled to work and were denied access to the campus during the period(s) of closure, except as provided in 2 and 3 below.
2. During periods of full or partial campus closure, employees who previously scheduled sick leave, vacation, personal holiday or CTO during the period the campus was in full or partial closure will still be charged for that time
3. Employees who would have been absent on any day of closure because they were in non-pay status shall not be granted administrative leave. Examples would be an employee under a disciplinary suspension or an employee in non-pay status because he/she has been AWOL. The period of full or partial closure shall not be counted toward the five-day automatic resignation period.
4. Employees required to report to work during the closure but were unable because of the emergency conditions (for example, closed commute routes, evacuation, fire damage, or care for family members) shall be placed on administrative leave.
5. Employees required to report to work during the campus closure, regardless of whether they performed their normal assignment, shall be eligible for emergency pay pursuant to Provision 20.52. In addition to emergency pay provided in 20.52, any non-exempt employee who did report to work during the closure shall receive informal time off in the form of a half-hour per hour worked as informal time off with pay. This informal time off must be mutually scheduled between the employee and his/supervisor within one hundred eighty days (180) of the emergency campus closure day the employee worked.

6. If the employee and the appropriate administrator are unable to reach an agreement on scheduling the informal time off within one hundred eighty (180) days, the following procedure shall apply:

- a. The employee may suggest three (3) alternative, non-overlapping periods of time to be completed no later than September 30, 2008 to utilize the informal time off. The appropriate administrator shall agree to one of the three (3) scheduling options submitted by the employee.
- b. If the employee fails to submit three (3) scheduling options for use of the informal time off, the appropriate administrator will direct the use of informal time off on days to be determined by the appropriate administrator.

B. Campus opens:

Employees who elected not to report to work during this fire period must use accrued vacation, personal holiday, CTO, or be placed on a leave of absence without pay, as appropriate.

C. Campus partially open:

If the President deemed it safe to partially open the campus, emergency pay provisions of a collective bargaining agreement are only available to those employees working in a campus area subject to closure.

D. Employees whose homes were destroyed or severely damaged by fire:

An employee who could not report to work because his/her home was destroyed or severely damaged by fire shall be granted three consecutive days of administrative leave, inclusive of any administrative leave granted as a result of a full or partial campus closure. If an impacted employee needs additional time, administrators are encouraged to work with the employee to schedule vacation, as needed.

E. Employees directed to leave their homes due to mandatory evacuations:

For those employees who were directed to leave their homes due to a mandatory evacuation and could not report to work due to issues related to that evacuation, administrators are encouraged to work with the employees to use vacation, as needed. This time is inclusive of any administrative leave granted as a result of a full or partial campus closure.

F. This Agreement resolves any and all issues pertaining to absences during the October 2007 Southern California fires and does not set a precedent for any future emergency situation on a campus or campuses.

SIDE LETTER OF AGREEMENT #18

**TRAINEE SALARY RATES
JANUARY 2008**

December 13, 2007

The parties agree that effective with the January 2008 pay period the salary ranges of the classifications listed below will be increased to the amount indicated:

| <u>Class Code</u> | <u>Title</u> | <u>Unit</u> | <u>Minimum Monthly Rate</u> |
|-------------------|---------------------------------|-------------|-----------------------------|
| 0104 | Maintenance and Laborer Trainee | 5 | \$1,387 |
| 1120 | Clerical Trainee | 7 | \$1,387 |
| 1521 | Technician Trainee | 9 | \$1,387 |

Any employees whose salary rate is less than the new minimum rate will have his/her salary rate increased to the new minimum rate effective with the January 2008 pay period.

SIDE LETTER OF AGREEMENT #19

January 17, 2008

I. Systemwide Funded In-Range Progressions (IRPs)- Effective January 1, 2008

The Parties agree to dedicate systemwide funds toward the existing In-Range Progression (IRP) Program. The specifics are detailed below:

A. Available Funds

1. The Parties agree that systemwide funds totaling \$1,661,250 (the equivalent of a 0.25% GSI), which is inclusive of the cost of salary and benefits, shall be spent on IRPs in FY 2007/08. These systemwide funds shall be referred to as "Systemwide Funded IRPs."
2. Systemwide Funded IRPs, defined in Section I.A.1., shall be divided among campuses based on a pro-rata share, as identified in the 2007/08 final budget allocation of CSUEU-represented employees' salaries.
3. The Parties agree that this \$1,661,250 systemwide funded IRP pool is not intended to supplant funds that campuses have already spent or have committed to spend on IRPs for FY 2007/08, prior to January 1, 2008. As of the date of this Agreement, campuses have already approved approximately \$1,200,000 (annualized) in IRP salary increases in FY 2007/08. The \$1,661,250 million (inclusive of benefits) is a contractual commitment beyond the \$1,200,000 already expended, and beyond any additional campus funds campuses choose to spend for FY 2007/08.
4. Campuses shall be encouraged to spend additional campus funds for IRPs during the life of the collective bargaining agreement.
5. IRPs are increases to the employee's base pay.

B. Distribution of Funds

1. Systemwide Funded IRPs shall be awarded based on provision 20.40 and campus procedures, in addition to the following:
 - a. An Employee who requested an IRP and whose request was denied between January 2007 and December 2007, may resubmit the request. The campus need not conduct any additional review when reconsidering denials and may use documentation already provided. An IRP reconsidered under this provision shall be retroactive to January 1, 2008.
 - b. Each campus shall process requests for Systemwide Funded IRPs as soon as possible after the Parties have reached agreement and distributed guidance to the campuses, but Systemwide Funded IRPs awarded in FY 2007/08 shall be retroactive to January 1, 2008.

- c. The granting of a Systemwide Funded IRP may put an employee at or above the SSI maximum of his/her salary range. If the Systemwide Funded IRP would put the employee's salary at or above the SSI maximum and the employee has already been awarded an SSI, then the Systemwide Funded IRP will be effective at the beginning of the next pay period following the effective date of the SSI. The savings from the delay in the award of the Systemwide Funded IRP will be added to the Systemwide Funded IRP pool to be used for bonuses in 2008/09 as described in I.B.7.
 - d. The granting of an IRP may not put the employee over the salary range maximum.
 - e. Pursuant to provision 20.40.c. of the collective bargaining agreement, the decision of the President is final and not subject to either Article 7, Grievance procedure, or Article 8, Complaint Procedure.
2. For tracking and administrative purposes, Systemwide Funded IRPs, as identified in I.A.1. above, will be separately coded.
3. If an IRP is awarded using both Systemwide Funded IRP money and other campus money, the Systemwide Funded IRP portion must be effective January 1, 2008. For Employment History documentation purposes, the campus funded IRP will be distinguished from the Systemwide Funded IRP and must not be effective on the same date.
4. One-time funds (approximately \$666,400 or \$830,650 including benefits) generated as a result of the delay in implementation of this Systemwide Funded IRP program from July 1, 2007 to a January 1, 2008 effective date, shall be equally distributed as a one-time bonus. Specifically, employees who, as of July 1, 2007, are at or above the SSI maximum subsequent to the July SSIs processing shall receive a bonus in the amount of seven hundred dollars (\$700), less applicable withholdings. This bonus shall be paid to eligible employees no later than February 29, 2008.
5. If an employee receives less than a one-percent (1%) SSI during FY 2007/08 because the employee reaches the SSI maximum, the employee shall also receive the total bonus specified in provision B (4) above. Other than employees who receive less than a full one percent (1%) SSI, no employee shall receive both a bonus and an SSI increase to base pay
6. Should a campus not use in FY 2007/08 the entire amount allocated to that campus for the Systemwide Funded IRPs, the unspent amount shall be rolled over to be spent, awarded or used in FY 2008/09 on that campus.
7. The one-time funds resulting from the Systemwide Funded IRPs and one-time bonuses not being awarded in FY 2007/08 will be referred to a systemwide labor/management committee to determine distribution after

the remaining Systemwide Funded IRPs are awarded and the amount of one-time savings for FY 2008/09 is calculated.

8. The Chancellor's Office shall not direct campuses to target specific classifications for IRPs.

C. Reports

1. The Chancellor's Office will provide the CSUEU with the following information in the standard reporting format:
 - a. An electronic report of all employees receiving Systemwide Funded IRPs. This data will be provided no later than ninety (90) days following the implementation of this increase.
 - b. An electronic report of all employees receiving a bonus under I.B.4. and I.B.5. above. This data will be provided within sixty (60) days of the bonus being paid.

II. Bonus Plans – Provision 20.38

- A. Section 20.38 (e) shall be revised as follows: “An individual or group bonus may be awarded for exceptional performance and/or in recognition of additional workload. Prior to issuing an award for exceptional performance, the performance criteria must be written and made known to employees prior to the performance period.”

- III.** The Parties agree this Side Letter resolves all open issues pertaining to Salary and Benefits reopener negotiations for FY 2007/08.

- IV.** The Parties agree to begin meeting to address compensation for FY 2008/09.

SIDE LETTER OF AGREEMENT #20

ATHLETIC TRAINER SERIES IMPLEMENTATION

February 7, 2008

This Memorandum of Understanding constitutes the entire agreement between the California State University (CSU) and the California State University Employees Union (CSUEU) relating to the implementation and impact of the Athletic Trainer Series which includes new Athletic Trainer I (class codes 8180, 8181), Athletic Trainer II (class codes 8185, 8186) and the new Head Athletic Trainer (class codes 8190, 8191) classifications. Twelve-month (with 10/12 and 11/12 ranges), and Academic Year classifications will be established. This agreement satisfies the meet-and-confer and all other bargaining obligations pursuant to HEERA and Article 17 of the parties Collective Bargaining Agreement (Agreement) on this issue. CSU provided copies of these new classification standards to the CSUEU as the basis for discussions between the parties pursuant to provision 17.14 of the Agreement. All articles mentioned below reference the CSUEU/CSU Agreement.

In accordance with the foregoing, the parties hereby agree as follows:

1. The Athletic Trainer Series, which includes the classifications noted above, will be implemented in Unit 2 effective the March 2008 pay period.
2. The salary ranges effective on the implementation date for the above classifications are attached. If the salary ranges of classifications deemed comparable to Athletic Trainers (as noted on the Salary Range proposal) are increased due to the revision of their classification standards, the parties agree to meet to discuss adjustments to the comparable Athletic Trainer classification.
3. Classifications designated as AY are on an Academic Year Pay Plan. The term "academic year pay plan" as used in this Agreement refers to employees who are hired in an academic year classification. A year of service in an academic year classification is two (2) consecutive semesters or three (3) consecutive quarters of employment within the academic year designated by the respective campus at a timebase of fifty percent (.5) or greater. At a quarter system year-round operation (QSYRO), however, a year of service is any three (3) consecutive quarters in a period of four (4) consecutive quarters within the academic year designated by the respective QSYRO campus at a timebase of fifty percent (.5) or greater.
4. Effective March 1, 2008, all newly hired 12-month Athletic Trainers shall be placed directly into the appropriate Unit 2 Athletic Trainer classification and will follow the existing provisions of the CSUEU Agreement. Since AY appointments have been made for the 2007/2008 academic year, newly hired AY Athletic Trainers shall be placed directly into the appropriate Unit 2 Athletic Trainer classification beginning with the 2008/09 academic year. Athletic Trainer appointments into an academic year class may begin with the 2008/09 academic year. Future academic year appointments must be effective at the beginning of the academic year.

5. Those employees performing the work of the above three classifications, who currently occupy in-lieu classifications in non-Unit 2 bargaining units (e.g., Unit 3, 4 and 9) as of the effective date of this agreement, will not be automatically reclassified into the Athletic Trainer Series. These employees will be grandfathered in their existing classification unless the individual employee voluntarily elects to be reclassified into the appropriate Unit 2 Athletic Trainer classification. This voluntary election must be made in writing and may be submitted to the employee's Human Resources Office at any time. The reclassification for existing 12-month employees will be effective the first day of the following pay period after the written notice is received in the Human Resources Office. The reclassification effective date for AY employees will be the beginning of the next academic term.
6. The CSU shall consider an employee's job duties, experience, and educational background for both his/her placement in the appropriate Athletic Trainer classification as well as the appropriate salary rate within the salary range of that classification.
7. Those employees who voluntarily elect to be reclassified into Unit 2 shall not suffer any loss of base salary, pursuant to article 20. However, the employee's base salary shall be within the salary range of the appropriate Athletic Trainer classification and shall not exceed the salary range maximum. At the president's discretion, the base salary may be red-circled if the employee prefers to move into Unit 2, pursuant to the Red Circle Rate provisions in Article 20. However, it should be noted that CalPERS does not include pay above the salary range maximum for purposes of retirement calculation.
8. Reclassification provisions as outlined in Article 9 and Anniversary Date provisions outlined in Article 20 of the Agreement will apply for employees reclassified to one of the new classifications from an in-lieu classification with a lower salary range. For in-lieu classifications, a higher salary range is defined when the salary range maximum of the new classification is 2.5% higher than the salary range maximum for the in-lieu classification.
9. An employee who elects to be reclassified to the new Athletic Trainer Series whose base salary is below the new salary range minimum after any reclass increase granted under Article 9, will be automatically moved to the appropriate salary range minimum for the classification. Campuses may elect to pay an Athletic Trainer higher than the range minimum.
10. Those incumbents in in-lieu of classifications in bargaining units 2, 4, 5, 7 or 9 who, as a result of this agreement, are voluntarily reclassified into a new Athletic Trainer classification will not have any change to their probationary or permanent status. Incumbents who are serving a probationary period in an in-lieu of classification will continue serving the remainder of the probationary period in the new Athletic Trainer classification. The probationary period provisions outlined in Article 9 will apply to employees who are otherwise reclassified or promoted to this classification.
11. Temporary Athletic Trainers who are in bargaining units other than 2, 5, 7, or 9 and are voluntarily reclassified and have had a timebase of .5 or greater for four (4) or more consecutive years in an Athletic Trainer capacity will serve a six (6) months probationary period in the Unit 2 athletic trainer classification. Temporary Athletic

Trainers who are in bargaining units 2, 5, 7 or 9 will receive permanency in accordance with provisions 9.52 through 9.55.

12. Temporary Athletic Trainers who have had a timebase of .5 or greater for less than four (4) consecutive years:
 - a. If they are in bargaining units other than 2, 5, 7, or 9 and are voluntarily reclassified,
 - i. Shall serve one (1) year from the date of reclassification in a temporary position before being granted permanency in accordance with Article 9 if they have three (3) or more consecutive years in an Athletic Trainer capacity.
 - ii. Shall be required to meet the provisions in Article 9 before permanency is granted if they have less than three (3) consecutive years in an Athletic Trainer classification.
 - b. Will receive permanency in accordance with provisions 9.52 through 9.55 if they are in bargaining units 2, 5, 7, or 9.
 - c. At the discretion of the President, time worked in the in-lieu Athletic Trainer classification may count toward the service requirements. A temporary Athletic Trainer shall remain temporary, unless the employee meets the timebase or service requirements above or the campus converts the position to probationary.
13. Notwithstanding provision 12 above, the President may waive probation and grant permanent status to any Athletic Trainer who is voluntarily reclassified and has had a timebase of fifty percent (.5) or greater for more than two consecutive years in an Athletic Trainer capacity.
14. Employees who voluntarily elect to be reclassified into a Unit 2 Athletic Trainer position will be granted seniority points according to the CSUEU Agreement. Time worked performing Athletic Trainer duties will count for seniority purposes, regardless of the prior classification or bargaining unit.
15. It is understood that benefit packages vary by employee group and collective bargaining agreement. If an employee voluntarily elects to be reclassified into Unit 2, that employee will be covered by the CSUEU benefits package effective the date of reclassification. Benefit changes cannot be made retroactively.
16. If and when any Athletic Trainer performs any classroom instruction, that individual will receive a separate lecturer appointment.
17. If the employee elects to remain in an in-lieu classification, the position shall be filled with the appropriate Athletic Trainer classification in Unit 2 once the position is vacated.

SIDE LETTER OF AGREEMENT #21



HUMAN RESOURCES
Labor Relations
401 Golden Shore, 4th Floor, Long Beach, CA 90802-4210
562-951-4400 / Fax 562-951-4890

Sharyn Abernatha
Labor Relations Manager
sabernatha@calstate.edu

www.calstate.edu

July 30, 2008

Mr. Teven Laxer
Sr. Labor Relations Specialist
California State University Employees Union
1129 10th Street
Sacramento, CA 95814

Re: California Maritime Academy, Cruise Salary Schedules

Dear Mr. Laxer:

The University proposes to add cruise salary schedules for the Food Service Worker I Lead classification and the Food Service Worker II Lead classification. The California Maritime Academy currently has the following classifications:

| <u>Class Code</u> | <u>Title</u> | <u>Cruise Schedule</u> |
|-------------------|-----------------------------|------------------------|
| 0308 | Food Service Worker I | Yes |
| 0310 | Food Service Worker I Lead | No |
| 0309 | Food Service Worker II | Yes |
| 0311 | Food Service Worker II Lead | No |

Enclosed are the proposed salary schedules for a cruise schedule for Classification Codes 0310 and 0311.

| | | | |
|---------------------|------------------|----------------|-----------------|
| CSU Campuses | Fresno | Monterey Bay | San Francisco |
| Bakersfield | Fullerton | Northridge | San José |
| Channel Islands | Humboldt | Pomona | San Luis Obispo |
| Chico | Long Beach | Sacramento | San Marcos |
| Dominguez Hills | Los Angeles | San Bernardino | Sonoma |
| East Bay | Maritime Academy | San Diego | Stanislaus |

Mr. Teven Laxer
July 30, 2008
Page 2 of 3

If you have any questions about these proposed salary schedules or wish to discuss them, please let me know as soon as possible, but no later than August 11, 2008. If you have no objections, please let me know so the campus can implement them as appropriate.

Sincerely,


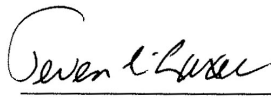


Sharyn Abernatha
Senior Manager
Collective Bargaining

Enclosure

cc: Larry Fisher

Concurrence:



Teven Laxer Date
Senior Labor Relations Representative
CSUEU

Addition of the Cruise Salary Schedule for Food Service Worker I and II Lead Positions

0308 Food Service Worker I

| | A | Cruise | E | C |
|--------------------|----------|---------------|----------|----------|
| Min | 2,099 | 2,068 | 1,924 | 1,749 |
| | 25,188 | 24,816 | 23,088 | 20,988 |
| Service Max | 2,997 | 2,954 | 2,747 | 2,498 |
| | 35,964 | 35,448 | 32,964 | 29,976 |
| Max | 3,147 | 3,101 | 2,885 | 2,623 |
| | 37,764 | 37,212 | 34,620 | 31,476 |

98.52%

0310 Food Service Worker I Lead

| | A | Cruise | E | C |
|--------------------|----------|---------------|----------|----------|
| Min | 2,512 | 2,475 | 2,303 | 2,093 |
| | 30,144 | 29,700 | 27,636 | 25,116 |
| Service Max | 3,591 | 3,538 | 3,292 | 2,993 |
| | 43,092 | 42,456 | 39,504 | 35,916 |
| Max | 3,769 | 3,713 | 3,455 | 3,141 |
| | 45,228 | 44,556 | 41,460 | 37,692 |

98.53%

0309 Food Service Worker II

| | A | Cruise | E | C |
|--------------------|----------|---------------|----------|----------|
| Min | 2,251 | 2,219 | 2,063 | 1,876 |
| | 27,012 | 26,628 | 24,756 | 22,512 |
| Service Max | 3,217 | 3,170 | 2,949 | 2,681 |
| | 38,064 | 38,040 | 35,388 | 32,172 |
| Max | 3,378 | 3,330 | 3,097 | 2,815 |
| | 40,536 | 39,960 | 37,164 | 33,780 |

98.58%

0311 Food Service Worker II Lead

| | A | Cruise | E | C |
|--------------------|----------|---------------|----------|----------|
| Min | 3,095 | 3,051 | 2,837 | 2,579 |
| | 37,140 | 36,612 | 34,044 | 30,948 |
| Service Max | 4,423 | 4,360 | 4,054 | 3,686 |
| | 53,076 | 52,320 | 48,648 | 44,232 |
| Max | 4,643 | 4,577 | 4,256 | 3,869 |
| | 55,716 | 54,924 | 51,072 | 4,628 |

98.58%

SIDE LETTER OF AGREEMENT #22

IRP INFORMATION REQUESTS

September 17, 2008

1. In addition to the electronic reports regarding recipients of In-Range Progressions (IRPs) in FY 2007/08 already agreed to in a side letter, dated 22 January 2008, the CSU agrees to the following:
 - a. If a campus produces logs or their equivalent identifying applicants for In-Range Progressions, copies of the logs or their equivalent shall be provided to CSUEU at no cost. CSU shall provide all of the information below if it appears on these logs.
 - b. the name of the employee,
 - c. whether the IRP was approved or not approved;
 - d. his/her classification and bargaining unit, and
 - e. whether the IRP was initiated by the employee or an administrator;
 - f. the amount of the increase, if any, and/or
 - g. the percentage of the increase, and
 - h. the effective date of the increase.

If a digital version of the log was created, CSUEU shall receive a digital copy at no cost.

2. CSU will provide CSUEU with copies of requests for IRPs. If there are any notes written on the requests by managers, CSU reserves the right to redact those comments and, if redacted, CSUEU agrees to pay for the reasonable costs of redacting such comments.
3. CSU will provide CSUEU with copies of letters granting the request for an in-range progression.
4. CSUEU will be provided with a systemwide report of in-range progressions that were denied during the fiscal year. The report will not contain personally identifiable information but will contain the following information:
 - a. Number of employees denied an IRP by campus for campus requests by category of denial (such as, budget, performance, criteria not met, not supported by department, unspecified).
 - b. Number of employees denied an IRP by campus for systemwide requests by category of denial (such as, budget, performance, criteria not met, not supported by department, unspecified).
5. CSUEU shall pay CSU for the reasonable costs of copying the IRP requests and the letters granting those requests, if billed by the campus.

6. CSUEU shall pay CSU the reasonable cost of locating IRP requests and the correspondence granting the IRP, if billed by the campus.
7. CSU will provide CSUEU with estimates of any costs in advance.
8. Each campus shall provide the above information for 2007-2008 IRPs to CSUEU within sixty (60) days.
9. CSU, at its discretion, may provide CSUEU management notes or correspondence, including letters of denial, except letters stating the denial was for performance reasons, pertaining to the evaluation of the IRP request.
10. CSU will provide, in accordance with this Settlement Agreement, the information requested and not provided that is the subject of Unfair Labor Practice Charges SF-CE-855-H and LA-CE-927-H. CSUEU will withdraw the Unfair Labor Practice Charges. CSUEU will withdraw Grievances R002-2005-316 and R002-2006-012, which are related to LA-CE-927-H.

SIDE LETTER OF AGREEMENT #23

ARTICLE 26

CMA CRUISE

April 16, 2009

26.1 This article applies to all employees who are assigned to go on cruise.

Food Service Series Cruise Calendar Employees

26.2 The following provisions refer to employees in Food Service Series classifications who are scheduled to work on the same basis as employees under an Academic Year Pay plan and who are required to work one (1) cruise per year.

- (a) For Food Service Series cruise calendar employees at the California Maritime Academy one year of service is equivalent to an academic year, plus one cruise.
- (b) Food Service Series cruise calendar employees serving in a cruise year appointment do not accrue vacation credits and are not eligible for paid vacation.
- (c) Food Service Series cruise calendar employees 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 time base is less than full-time, this provision will be applied on a pro rata basis.
- (d) At the completion of a worked cruise, Food Service Series cruise calendar employees earn forty (40) hours of CTO to be used during the following calendar year terms.

Incidental Pay Premium

26.3 All employees who are required to go on cruise are to receive five dollars (\$5.00) per day incidental pay for each day worked on a California Maritime Academy Cruise. This allowance is provided to all employees while on cruise, and not just to those in Food Service series positions.

Employee Reimbursement

26.4 If any employee is required to obtain or renew their passport for cruise purposes, the cost of doing so shall be reimbursed by CMA.

26.5 If any employee is required to obtain or renew a Merchant Mariner Credential/Document (Z card), Transportation Worker Identification Credential (TWIC card), or any other document and/or credential required by a

governmental agency for cruise purposes, the cost of doing so shall be reimbursed by CMA.

- 26.6 If any employee is required to obtain a physical exam, x-ray, vaccination or medical or drug/alcohol testing for cruise purposes, the cost -- including time off (not to exceed four hours) -- will be borne by CMA.
- 26.7 If and when any employee performs any classroom instruction, that individual will receive a separate lecturer appointment.

SIDE LETTER OF AGREEMENT #24
PROCEDURES FOR INFORMATION TECHNOLOGY STAFF
SERVING ONBOARD THE TRAINING SHIP GOLDEN BEAR
CALIFORNIA MARITIME ACADEMY

April 24, 2009

This document puts forth procedures for Information Technology (IT) staff members who serve onboard the California Maritime Academy's Training Ship Golden Bear (TSGB) and addresses both their needs and the business needs of the ship. It supersedes all other instructions or information pertaining to working hours and overtime for IT staff serving onboard the TSGB.

The greatest demand on IT time during the cruise is during the first two (2) weeks of each cruise following which the workload tapers off. The intent of the following instructions is to embrace the CBA in all respects while also addressing the peak workload situation at the start of cruise.

I. Work Week

1. A normal work week (as defined in the CBA) consists of forty (40) hours in a seven (7) day period beginning at 12:01 a.m. on Sunday and ending at 12:00 midnight the following Saturday.
2. Overnight leave while in port must be approved by the Captain or Chief Engineer (depending on who is the designated onboard supervisor).

II. Overtime for non-exempt employees

A. First Fourteen (14) Consecutive Calendar Days of a Cruise

1. The IT staff member on cruise is pre-approved to work a maximum of twenty-four (24) hours overtime based on the business needs of the ship during the first fourteen (14) days of a cruise. If more than one IT support staff member is onboard, each IT staff member will be pre-approved to work a maximum of fourteen (14) hours overtime based on the business needs of the ship during the first fourteen (14) days of a cruise.
2. It is preferred that these twenty-four (24) pre-approved overtime hours referenced in A (1) above be worked over the first two (2) weekends at sea.
3. Any overtime beyond the pre-approved maximum referenced in A (1) above of either twenty-four (24) hours for a sole IT staff member on cruise or fourteen (14) hours if more than one IT staff member is above, must be pre-approved as described in Section B below and shall conform to the call-back provisions written in Sections 19.17 and 19.18 of the CBA.

B. Remainder of the Cruise (Commencing On the 15th Day)

1. All overtime beyond the first fourteen (14) days must be pre-approved in writing by one of the following individuals prior to commencing overtime work.
 - Captain
 - Chief Engineer
 - Chief Information Officer (CIO)
 - Director of IT
2. In accordance with Section 19.4 of the Collective Bargaining Agreement, "overtime shall be authorized and assigned by the appropriate administrator."
3. Overtime will only be authorized when IT services fail that affect critical ship business functions or groups of individuals. Examples include but are not limited to the following:
 - a) Satellite communication problems that impact the ship
 - b) Learning Management System (LMS) problems that affect a class or all users
 - c) Exchange/email problems affecting groups (such as faculty or students) or all individuals.
 - d) The failure of an instructor's workstation that prevents an instructor from teaching a class
4. If work performed outside of normal duty hours was not preapproved, it can be submitted for approval after the work was performed as long as the work met the criteria referenced in B(3) above.

III. Posting of Duty Shifts and Whereabouts

1. The current duty schedule of each IT staff member serving on cruise shall be posted on the outside of the IT office door (see example in Appendix).
2. IT staff members should post their whereabouts on the outside of the IT office door whenever possible (including time out and when expected back).

IV. Shore Leave

Before disembarking from the ship, IT staff members shall check with the Captain or Chief Engineer to make certain that it is ok to disembark and while in port, daily verbal contact with the Captain (or the Chief Engineer) must be made to insure that there are no IT-related emergencies pertaining to ship's business. Overnight leave in port must be pre-approved by the Captain or Chief Engineer.

V. Reporting/Line of Authority

1. IT staff members on cruise will report to the Captain or Chief Engineer.
2. Day-to-day assignments and instructions shall be provided by the CIO or his/her designee.
3. The Captain of the ship, by virtue of command, may direct IT staff members to perform a duty or task. The Captain's orders are to be executed faithfully. If these orders result in overtime work, the overtime is to be immediately reported to the Director of IT and CIO.
4. At the conclusion of each day worked, each IT staff member onboard the ship is required to send a daily log of his/her time worked which details activities of the day, problems encountered and status reports. This report is to be emailed to the CIO.

APPENDIX

Notice to Post on Cabin Door

| |
|---|
| <p style="text-align: center;"><u>Do Not Disturb</u></p> <p style="text-align: center;">Outside of These Duty Hours</p> <p style="text-align: center;"><u>Duty Hours</u></p> <p>Monday: Tuesday: Wednesday: Thursday: Friday: Saturday:</p> |
|---|

SIDE LETTER OF AGREEMENT #25

FISCAL YEAR 2008/2009 SALARY NEGOTIATIONS

May 4, 2009

1. The Parties agree that for Fiscal Year 2008/2009, no General Salary Increase, pursuant to Provision 20.6, no Market Salary Increase, pursuant to Provision 20.9, and no Service Salary Increase, pursuant to Provision 20.26, shall be implemented.
2. However, should the CSU implement any General Salary Increase, Market Salary Increase, Service Salary Increase, or Extended Performance Increase that is included in any current collective bargaining agreement or negotiate an increase to base salary with any other represented CSU employee group for Fiscal Year 2008/2009, after the execution of this Side Letter, CSUEU would have the option to initiate reopener bargaining, upon thirty (30) days notice to the CSU.
3. Provision 2 does not apply to programs such as in-range progressions, post promotion increases, and reclassifications. This also excludes any increases that might be negotiated or implemented for Bargaining Unit 12 or Bargaining Unit 13 employees.
4. The Parties agree that this Side Letter resolves all open issues pertaining to Salary reopener negotiations, for FY 2008/2009, pursuant to Provision 29.4.
5. All other provisions of Article 20 remain unchanged.

SIDE LETTER OF AGREEMENT #26

EXTENSION OF 2007-2009 CSUEU/CSU CONTRACT

May 5, 2009

1. The Parties agree to extend the January 16, 2007 – June 30, 2009 Collective Bargaining Agreement between CSUEU and CSU in its entirety until June 30, 2011.
2. The CSUEU may request to reopen the Salary Article (Article 20) of the collective bargaining agreement at any time between June 30, 2009 and June 30, 2011, upon thirty (30) days notice to the CSU. Upon receipt of a request to reopen the Salary Article, the Parties will agree on a sunshine schedule.
3. The Parties may request to negotiate a successor contract to the January 16, 2007 – June 30, 2011 contract pursuant to Provision 29.3.
4. Negotiations on economic issues in preparation for the budget request for the 2011/12 fiscal year, as provided in Section 3572 of the Higher Education Employer-Employee Relations Act, may commence after July 1, 2010, when one of the parties delivers to the other its proposals in writing.

SIDE LETTER OF AGREEMENT #27

LABOR MANAGEMENT COMMITTEE ON LONG-TERM COMPENSATION STRATEGY

May 5, 2009

1. Within ninety (90) days of the execution of this Agreement, the parties agree to form a Labor Management Committee (LMC). The LMC shall develop recommendations towards a long-term compensation strategy that meets the goals and objectives of both the CSUEU and the CSU. The goals shall be both clear and transparent.
2. Pursuant to Provision 27.5, the LMC shall be composed of twelve (12) voting members, six (6) selected by the CSUEU and six (6) selected by the CSU. Each party may select up to four (4) alternates. In addition, each party may assign a staff person to work with the LMC.
3. The LMC shall have two co-chairs, one selected by each party, who shall serve as Facilitators to assist the parties with their communication. If the two Facilitators mutually agree, they may request facilitation by State Mediation and Conciliation Services (SMCS) or Federal Mediation and Conciliation Services (FMCS). In the event there is no agreement regarding the need for facilitation, one of the co-chairs can also request facilitation by either SMCS or FMCS.
4. The LMC shall meet two consecutive days per month, every other month, unless extended by mutual agreement. Release time shall be provided to members of the LMC for the purpose of participating on the committee, pursuant to Provision 27.7.
5. The location of each meeting shall be mutually agreed upon by the parties.
6. The initial report of the LMC shall be prepared no later than June 15, 2010. The final report of the LMC shall be prepared by December 15, 2010, and shall be presented to the CSU Board of Trustees at their January 2011 meeting.

SIDE LETTER OF AGREEMENT #28

COMPRESSED AND ALTERNATE WORK SCHEDULES

June 9, 2009

18.11 An alternate work schedule will consist of a workweek beginning on a day other than Monday and may also constitute a compressed workweek.

An employee's manager may approve change requests to the alternate schedule after input from appropriate departments (e.g., Human Resources) on related impacts of the proposed change have been reviewed (e.g., timing, pay) and coordinated as appropriate. All schedule changes must be approved in advance.

18.12 Compressed workweeks are defined as the following schedules:

4/10: For those employees assigned a four (4) day workweek, the workday shall normally consist of four (4) consecutive days of ten (10) hours.

9/80: For those employees assigned a 9/80 work schedule, a schedule shall consist of nine (9) hour shifts on four (4) consecutive days during each calendar week plus an additional eight (8) hour shift every other week.

In calendar weeks in which the employee works the eight (8) hour shift, the eight (8) hour shift shall be worked on (1) the day following the fourth (4th) consecutive nine (9) hour workday or (2) on the day prior to the four (4) consecutive nine (9) hour workdays.

The President shall designate that the workweek period begins at the midpoint of the bi-weekly eight (8) hour day so that the first four (4) hours of the eight (8) hour shift shall fall within one workweek, and the last four (4) hours of the eight (8) hour shift shall fall within the next workweek. Accordingly, each workweek shall consist of forty (40) hours. An employee shall not be entitled to overtime pay unless the employee works in excess of the foregoing schedule.

The two possible schedules are:

Schedule A - Employee works a 9/80 schedule which consists of working nine (9) hour shifts each Monday through Thursday. Employee works every other Friday for eight (8) hours.

Schedule B - Employee works a 9/80 schedule which consists of working nine (9) hour shifts Tuesday through Friday. Employee works every other Monday for eight (8) hours.

3/12: For those employees assigned a 3/12 work schedule, a schedule shall consist of twelve (12) hour shifts on three (3) consecutive days during

each calendar week plus an additional eight (8) hour shift every other week.

The President shall designate that the workweek period begins at the midpoint of the bi-weekly eight (8) hour day of each employee on the 3/12 work schedule so that the first four (4) hours of the eight (8) hour shift shall fall within one workweek, and the last four (4) hours of the eight (8) hour shift shall fall within the next workweek. Accordingly, each workweek shall consist of forty (40) hours. An employee shall not be entitled to overtime pay unless the employee works in excess of the foregoing schedule.

SIDE LETTER OF AGREEMENT #29

OVERTIME

PROVISION 19.1

June 9, 2009

Overtime Compensation

19.1 Overtime is defined as authorized time worked in excess of forty (40) hours in a work week 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.

SIDE LETTER OF AGREEMENT #30

MEMORANDUM OF UNDERSTANDING

CSU/CSUEU FURLOUGH PROGRAM – JULY 6, 2009 AS AMENDED JULY 21, 2009

1. Preamble

- a. CSUEU and CSU are entering into these negotiations because of the unprecedented reduction in state general fund support that the CSU is facing in both its 2008-2009 and 2009-2010 budget (an approximate \$583,816,000 reduction from the Legislature's February 2009 special session budget revisions). The intent of this Agreement is to provide a framework for the implementation of furlough plans on campuses and to lessen the impact of those budget cuts on the CSU.
- b. The purpose of furloughs is to lessen the severity of layoffs by reducing compensation costs.
- c. The CSU's guiding principles with respect to this budget crisis are as follows:
 - i. To serve as many students as possible without sacrificing quality; and
 - ii. To preserve as many jobs as possible within the constraints under which the CSU is being required to operate.

2. Definitions

- a. The term "furlough day" as used in this Agreement refers to a day on which an employee is normally scheduled to work, or is in pay status, that is taken as an unpaid day off.
- b. The term "furlough period" as used in this Agreement refers to the week in which a furlough day occurs.
- c. The term "pay status" as used in this Agreement refers to the time in which an employee is working or is on paid leave.

3. Furlough Days

- a. In order to ensure that operational needs are met, the President, in consultation with the employee, shall designate the days on which an individual employee shall observe the furlough days required by this agreement. For the purposes of this provision, consultation shall mean that the employee will be given the opportunity to nominate days on which to observe the furlough on non-campus closure furlough days.

This consultation shall take place as soon as practicable, but no later than the start of the monthly pay period in which a furlough day is to be observed. Although the President shall make the final determination based on operational needs of the campus, consideration shall be given to the employees' nominated observance day(s). In the event that operational needs require that not all employees can observe the furlough on the nominated days, the President shall prioritize requests on the basis of seniority.

- b. Twelve (12) month employees shall be subject to no more than twenty-four (24) furlough days between July 1, 2009 and June 30, 2010. Eleven (11) month employees shall be subject to no more than twenty-two (22) furlough days between July 1, 2009 and June 30, 2010. Ten (10) month employees shall be subject to no more than twenty (20) furlough days between July 1, 2009 and June 30, 2010.
 - c. Campuses may be closed on furlough days at the discretion of the President.
 - d. It is the intent of the parties that furlough days should be distributed as equally as possible across the term of this agreement. However, the President or the employee may designate up to one five day furlough in an individual work-week once in a fifty-two (52) week period. With the exception of this one-time observance of up to five (5) furlough days, no employee shall observe more than three (3) furlough days in any pay period for a full-time CSUEU-represented employee from July 1, 2009 through June 30, 2010.
 - e. The President may designate as a furlough day any of the following holidays, only if they have been rescheduled for observance on another day by the President in order to make up for the one-month delay in the start of this program.
 - i. Lincoln's Birthday
 - ii. Washington's Birthday
 - iii. Memorial Day
 - iv. Admission Day
 - v. Columbus Day
 - f. The President may also designate the day after Thanksgiving as a furlough day.
 - g. Employees shall receive at least twenty-one (21) days notice prior to the implementation of any furlough plan.
 - h. Furlough programs shall expire no later than June 30, 2010.
 - i. At the end of the negotiated furlough program, the President shall ensure that all employees have taken the appropriate number of furlough days commensurate with the salary reductions that have been made. If, due to operational needs, the President cannot assign the requisite number of furlough days, then the employee shall be credited with the appropriate number of alternate days off equal to the salary deductions made.
4. Employee Salary Rates and Schedules
- a. Each employee's pay reduction necessitated by furloughs shall be spread evenly over the eleven (11) month period or over the pay periods within these eleven (11) months for which the employee is in pay status.
 - b. Employees who in the last twelve (12) months volunteered to reduce their time-base (e.g. 10/12 or 11/12) shall be allowed to return to 12/12 status prior to the implementation of any furlough plan.
 - c. Employees on 4/10 work schedules may be converted to 4/8 work schedules during furlough periods.
 - d. Part-time employees shall be subject to furloughs on a pro-rated basis. Proration shall be determined consistent with the employee's time base.

- e. The number of days in the pay period that per diem or intermittent employees are allowed to work shall be reduced by two (2) days so that no per diem or intermittent employee shall be allowed to work more than nineteen (19) days in a month with twenty-one (21) days in that pay period or twenty (20) days in a month with twenty-two (22) days in that pay period.
- f. Employees may not substitute vacation days, sick leave, CTO or holiday credits for furlough days.
- g. It is the intent of the CSU to avoid overtime during any furlough periods. Overtime must be authorized in accordance with Article 19, Section 19.4.
- h. Exempt employees lose their FLSA exemption during the week they take a furlough day and are treated as hourly employees.
- i. It is the expressed intent of the CSU that exempt employees should not be required to work more than thirty-two (32) hours during a furlough week.
- j. Where an exempt employee believes he/she has been assigned an excessive or unreasonable workload during a week in which he/she maintains his/her exempt status, the employee may file a complaint using a similar process contained in Article 8 of the Collective Bargaining Agreement. This process shall include a Chancellor's Office Level of Review. The parties shall execute a MOU fully outlining the process to be followed within twenty-one (21) days of the execution of this agreement.
- k. Furlough days do not count as time worked for determining overtime in the workweek.
 - i. In the event that any employee is authorized to work in excess of thirty-two (32) hours during any furlough week, he/she shall be compensated at the employee's straight time rate up to forty (40) hours.
 - ii. All hours worked in excess of forty (40) hours in a workweek shall be compensated at a rate of one and one-half times his/her hourly straight time rate.
 - iii. In the event an employee is scheduled to work outside of their normal five-day workweek as a result of observing a furlough day, such time shall be considered call-back pursuant to Article 19, Sections 19.17 and 19.18.

5. Work Jurisdiction

During the period of the furlough, the number of student assistant hours and the number of administrators in a department shall not be increased for the purpose of performing bargaining unit work.

6. Impact of Furlough Programs on Benefits and Retirement

- a. Furlough Programs shall not adversely affect an employee's anniversary date or seniority credit or create a break-in-service. Furlough Programs shall not impact the accrual of vacation and sick leave or the payment of health, dental or vision benefits, or the Flex Cash Option.
- b. Furlough Programs shall not impact compensation for the purposes of retirement and death and disability benefits. These benefits shall be based on the unchanged salary rate that would have been credited had the employee not been furloughed.

7. Exemptions from Furloughs
 - a. Designated employees who perform the work of public safety positions (such as dispatchers and community service workers), regardless of their job classification, shall be exempt from any Furlough Programs. A list of such exempted classifications and/or employees shall be prepared and appended to this agreement.
 - b. The Furlough Program does not apply to employees who are on a leave of absence without pay or on military leave.
8. State-wide Labor Management Committees
 - a. Pursuant to Article 27, the parties shall form a state-wide Labor-Management Committee (LMC) to monitor the effect of furloughs on workload during the period of this agreement. The parties recognize, however, that both the CSUEU and employees should make good-faith efforts to resolve workload issues arising out of the furlough with local campus management at the campus level before raising the issue to the state-wide committee's attention.
 - b. Pursuant to Article 27, the parties shall form a state-wide Labor-Management Committee to explore cost-saving measures that lessen the effects of cuts to the CSU budget.
 - c. These two labor management committees shall be formed within thirty (30) days of the execution of this Agreement. Within forty-five (45) days of the execution of this Agreement, the LMCs shall meet and schedule routine meetings thereafter.
9. Reduction of Maximum Number of Furlough Days
 - a. If the 2008-2009/2009-2010 reductions in state general fund support are more than \$58,000,000 less than those detailed in the Legislature's Conference Committee recommendations on the budget bill (approximately \$583,816,000), or should the CSU negotiate and implement new salary increases with another employee group such as General Salary Increases or Service Salary Increases while any CSUEU-represented employees are subject to furloughs, the CSUEU may elect to meet and confer over the maximum number of furlough days allowed under this proposal.

APPENDICES

APPENDIX A
INCLUDED CLASSIFICATIONS

Unit 2

| <u>Class Code</u> | <u>Classification Title</u> |
|--------------------------|------------------------------------|
| 1140 | Health Record Technician |
| 7926 | Clinical Laboratory Scientist II |
| 7927 | Clinical Laboratory Scientist I |
| 7930 | Per Diem Non-Exempt - Healthcare |
| 7976 | Speech Pathologist |
| 7980 | Physical Therapist I |
| 7981 | Physical Therapist II |
| 7988 | Radiation Protection Specialist |
| 7991 | Pharmacist I – 10 month |
| 7992 | Pharmacist I – 12 month |
| 7993 | Pharmacist II |
| 7994 | Pharmacy Technician |
| 7995 | Radiologic Technologist I |
| 7996 | Radiologic Technologist II |
| 8005 | Sanitarian II |
| 8130 | Nutritionist |
| 8134 | Licensed Vocational Nurse |
| 8137 | Clinical Assistant |
| 8145 | Health Education Assistant |
| 8147 | Health Educator |
| 8148 | Medical Assistant |
| 8150 | Registered Nurse I – 10 month |
| 8151 | Registered Nurse I – 12 month |
| 8153 | Registered Nurse II – 10 month |
| 8154 | Registered Nurse II – 12 month |
| 8156 | Registered Nurse III – 10 month |
| 8157 | Registered Nurse III – 12 month |
| 8161 | Physician Assistant |
| 8165 | Nurse Practitioner – 10 month |
| 8166 | Nurse Practitioner – 12 month |
| 8180 | Athletic Trainer I |
| 8181 | Athletic Trainer I – AY |
| 8185 | Athletic Trainer II |
| 8186 | Athletic Trainer II – AY |
| 8190 | Head Athletic Trainer |
| 8191 | Head Athletic Trainer – AY |

Unit 5

| Class | |
|--------------------|--|
| <u>Code</u> | <u>Classification Title</u> |
| 0104 | Maintenance and Laborer Trainee |
| 0304 | Cook I |
| 0305 | Cook II |
| 0306 | Cook I - Lead |
| 0307 | Cook II - Lead |
| 0308 | Food Service Worker I |
| 0309 | Food Service Worker II |
| 0310 | Food Service Worker I - Lead |
| 0311 | Food Service Worker II - Lead |
| 0726 | Lead Groundswoker |
| 0731 | Groundswoker |
| 0733 | Groundswoker Trainee |
| 0735 | Irrigation Specialist |
| 0739 | Pest Control and Spray Specialist |
| 0743 | Gardener |
| 0745 | Gardening Specialist |
| 0746 | Tree Trimmer I |
| 0748 | Tree Trimmer II |
| 1508 | Warehouse Worker |
| 2010 | Custodian |
| 2013 | Window Cleaner |
| 2015 | Lead Custodian |
| 6223 | Laborer |
| 6363 | Light Automotive Equipment Operator |
| 6366 | Heavy Equipment Operator/Bus Driver |
| 6367 | Heavy Construction Equipment Operator |
| 6385 | Farm Maintenance and Operations Worker |

Unit 7

| Class | |
|--------------------|--|
| <u>Code</u> | <u>Classification Title</u> |
| 0830 | Desktop Publishing/Graphic Specialist – 12 month |
| 0831 | Desktop Publishing/Graphic Specialist – 11/12 |
| 0832 | Desktop Publishing/Graphic Specialist – 10/12 |
| 1030 | Administrative Support Assistant 10/12 |
| 1031 | Administrative Support Assistant - 11/12 |
| 1032 | Administrative Support Assistant - 12 month |
| 1033 | Administrative Support Coordinator - 10/12 |
| 1034 | Administrative Support Coordinator 11/12 |
| 1035 | Administrative Support Coordinator - 12 month |
| 1099 | Payroll Technician Trainee |

Unit 7
(Continued)

| <u>Class Code</u> | <u>Classification Title</u> |
|--------------------------|--|
| 1100 | Payroll Technician I |
| 1101 | Payroll Technician II |
| 1102 | Payroll Technician III |
| 1120 | Clerical Trainee |
| 1142 | Medical Secretary |
| 1144 | Medical Transcriber |
| 1408 | Power Keyboard Operator Trainee |
| 1409 | Power Keyboard Operator |
| 1416 | Senior Data Entry Operator |
| 1418 | Data Entry Operator |
| 1421 | Data Entry Operator Trainee |
| 1424 | Micrographics Technician Trainee |
| 1426 | Micrographics Technician |
| 1428 | Supervising Micrographics Technician I |
| 1430 | Supervising Micrographics Technician II |
| 1450 | Duplicating Machine Operator I |
| 1464 | Duplicating Machine Supervisor I |
| 1466 | Duplicating Machine Operator II, Offset |
| 1467 | Duplicating Machine Operator II, Direct Impression |
| 1471 | Reproduction Processes Supervisor I |
| 1472 | Reproduction Processes Assistant |
| 1502 | Shipping & Receiving Assistant I |
| 1504 | Mail Services Supervisor I |
| 1505 | Mail Clerk |
| 1506 | Storekeeper I |
| 1509 | Stock Clerk |
| 1549 | Property Clerk II |
| 1550 | Property Clerk I |
| 1553 | Inventory Clerk |
| 1628 | Supervising Telephone Operator |
| 1635 | Telephone Operator |
| 1727 | Supervising Account Clerk I |
| 1730 | Accounting Technician |
| 1733 | Accounting Clerk |
| 1740 | Accounting Technician III |
| 1741 | Accounting Technician II |
| 1757 | Collections Representative Trainee |
| 1758 | Collections Representative I |
| 1759 | Collections Representative II |
| 1927 | Data Control Technician |
| 1928 | Senior Data Control Technician |
| 2898 | Book Repairer II |
| 2899 | Book Repairer I |

Unit 7
(Continued)

| <u>Class Code</u> | <u>Classification Title</u> |
|--------------------------|---|
| 2904 | Library Assistant Trainee |
| 2905 | Library Assistant II |
| 2906 | Library Assistant I |
| 2907 | Library Assistant III |
| 2908 | Library Assistant IV |
| 3022 | Drafting Aid |
| 3023 | Drafting Technician I |
| 3024 | Drafting Technician II |
| 4790 | Buyer Trainee |
| 4791 | Buyer I |
| 4792 | Buyer II |
| 4793 | Buyer II - Lead |
| 4794 | Buyer III |
| 4795 | Buyer III - Lead |
| 5210 | Health Services Assistant |
| 8800 | Police Dispatcher – 12 month |
| 8801 | Police Dispatcher – 11/12 |
| 8802 | Police Dispatcher – 10/12 |
| 8810 | Parking Officer – 12 month |
| 8811 | Parking Officer – 11/12 |
| 8812 | Parking Officer – 10/12 |
| 8820 | Community Service Specialist – 12 month |
| 8821 | Community Service Specialist – 11/12 |
| 8822 | Community Service Specialist – 10/12 |
| 9687 | Head Resident II |
| 9688 | Head Resident I |
| 9692 | Dormitory Supervisor |

Unit 9

| <u>Class Code</u> | <u>Classification Title</u> |
|--------------------------|--|
| 0300 | CMA Staff Services Analyst |
| 0301 | CMA Associate Personnel Analyst |
| 0302 | CMA Student Affairs Officer I |
| 0303 | CMA Student Affairs Officer II |
| 0400 | Analyst/Programmer - 12 month |
| 0401 | Analyst Programmer - 11/12 |
| 0402 | Analyst/Programmer - 10/12 |
| 0410 | Operating Systems Analyst - 12 month |
| 0411 | Operating Systems Analyst - 11/12 |
| 0412 | Operating Systems Analyst - 10/12 |
| 0420 | Information Technology Consultant - 12 month |

Unit 9
(Continued)

| <u>Class Code</u> | <u>Classification Title</u> |
|--------------------------|--|
| 0421 | Information Technology Consultant - 11/12 |
| 0422 | Information Technology Consultant - 10/12 |
| 0430 | Network Analyst - 12 month |
| 0431 | Network Analyst - 11/12 |
| 0432 | Network Analyst - 10/12 |
| 0440 | Equipment Systems Specialist -12 month |
| 0441 | Equipment Systems Specialist - 11/12 |
| 0442 | Equipment Systems Specialist - 10/12 |
| 0450 | Operations Specialist - 12 month |
| 0451 | Operations Specialist - 11/12 |
| 0452 | Operations Specialist - 10/12 |
| 0627 | Farm Supervisor I |
| 0638 | Farm Laborer |
| 0648 | Crop Technician I |
| 0651 | Crop Technician II |
| 0663 | Livestock Technician I |
| 0666 | Livestock Technician II |
| 0670 | Animal Health Technician |
| 0687 | Feed Mill Operator |
| 0697 | Poultry Technician |
| 0703 | Nursery Technician II |
| 0706 | Nursery Technician I |
| 0800 | Public Affairs/Communication Specialist – 12 month |
| 0801 | Public Affairs/Communication Specialist – 11/12 |
| 0802 | Public Affairs/Communication Specialist – 10/12 |
| 0810 | Media Production Specialist – 12 month |
| 0811 | Media Production Specialist – 11/12 |
| 0812 | Media Production Specialist – 10/12 |
| 0820 | Graphic Designer – 12 month |
| 0821 | Graphic Designer – 11/12 |
| 0822 | Graphic Designer – 10/12 |
| 0840 | Performing Arts Technician – 12 month |
| 0841 | Performing Arts Technician – 11/12 |
| 0842 | Performing Arts Technician – 10/12 |
| 0850 | Broadcast Engineer – 12 month |
| 0851 | Broadcast Engineer – 11/12 |
| 0852 | Broadcast Engineer – 10/12 |
| 0860 | Visual Resource Specialist – 12 month |
| 0861 | Visual Resource Specialist – 11/12 |
| 0862 | Visual Resource Specialist – 10/12 |
| 1036 | Administrative Analyst/Specialist - 10/12 |
| 1037 | Administrative Analyst/Specialist - 11/12 |
| 1038 | Administrative Analyst/Specialist - 12 month |

Unit 9
(Continued)

| <u>Class Code</u> | <u>Classification Title</u> |
|--------------------------|---|
| 1513 | Athletic Equipment Attendant II |
| 1514 | Athletic Equipment Attendant I |
| 1521 | Technician Trainee |
| 1577 | Instructional Support Assistant I |
| 1578 | Instructional Support Assistant II |
| 1579 | Instructional Support Assistant III |
| 1615 | Instructional Support Technician I |
| 1617 | Instructional Support Technician II |
| 1619 | Instructional Support Technician III |
| 1762 | Accountant I |
| 2572 | Space and Facilities Utilization Officer |
| 2866 | Accompanist II |
| 2867 | Accompanist I |
| 3801 | Radiation Safety Officer |
| 3810 | Library Serials Editor |
| 4555 | Accountant II |
| 5151 | Personnel Assistant |
| 5250 | Special Assistant, EOP |
| 5255 | Administrative Trainee |
| 5284 | Associate Budget Analyst |
| 5287 | Assistant Budget Analyst |
| 5330 | Federal Programs Coordinator |
| 5680 | Research Technician III |
| 5681 | Research Technician II |
| 5683 | Research Technician I |
| 5783 | Associate, Academic and Institutional Studies II |
| 5784 | Associate, Academic and Institutional Studies I |
| 5787 | Associate, Academic and Institutional Studies III |
| 6725 | Senior Planner/Estimator/Scheduler |
| 6726 | Planner/Estimator/Scheduler |
| 6950 | Piano Technician I |
| 6951 | Piano Technician II |
| 6960 | Fish Hatchery Manager |
| 6970 | Diving Safety Officer |
| 7000 | Equipment Maintenance Assistant |
| 7001 | Equipment Technician I, Mechanical |
| 7002 | Equipment Technician I, Electro-Mechanical |
| 7003 | Equipment Technician I, Electronic |
| 7004 | Equipment Technician I, Specialized Equipment |
| 7011 | Equipment Technician II, Mechanical |
| 7012 | Equipment Technician II, Electro-Mechanical |
| 7013 | Equipment Technician II, Electronic |
| 7014 | Equipment Technician II, Specialized Equipment |

Unit 9
(Continued)

| <u>Class Code</u> | <u>Classification Title</u> |
|--------------------------|--|
| 7021 | Equipment Technician III, Mechanical |
| 7022 | Equipment Technician III, Electro-Mechanical |
| 7023 | Equipment Technician III, Electronic |
| 7024 | Equipment Technician III, Specialized Equipment |
| 7165 | Interpreter I AY |
| 7166 | Interpreter II AY |
| 7167 | Lead Interpreter AY |
| 7168 | Lead Interpreter |
| 7169 | Interpreter II |
| 7170 | Interpreter I |
| 7180 | Computer Aided Transcriber |
| 7191 | Realtime Captioner |
| 7192 | Lead Realtime Captioner |
| 7193 | Hourly Interpreter/Realtime Captioner/Computer Aided Transcriber |
| 7200 | Interpreter I – 8/12 |
| 7201 | Interpreter II – 8/12 |
| 7202 | Lead Interpreter – 8/12 |
| 7210 | Computer Aided Transcriber – 8/12 |
| 7220 | Realtime Captioner – 8/12 |
| 7221 | Lead Realtime Captioner – 8/12 |
| 7512 | Glassblower |
| 7879 | Laboratory Assistant II |
| 7888 | Laboratory Assistant I |
| 8830 | Fire Apparatus Engineer – 12 month |
| 8831 | Fire Apparatus Engineer – 11/12 |
| 8832 | Fire Apparatus Engineer – 10/12 |

APPENDIX B

LIST OF PER DIEM EMPLOYEES

(See Article 2, Provision 2.12(f). for the definition of per diem employees)

Bargaining Unit 2

| | |
|------|----------------------------------|
| 7926 | Clinical Laboratory Scientist II |
| 7927 | Clinical Laboratory Scientist I |
| 7976 | Speech Pathologist |
| 7991 | Pharmacist I - 10 month |
| 7992 | Pharmacist I - 12 month |
| 7995 | Radiological Technologist I |
| 7996 | Radiological Technologist II |
| 8130 | Nutritionist |
| 8134 | Licensed Vocational Nurse |
| 8150 | Registered Nurse I - 10 month |
| 8151 | Registered Nurse I - 12 month |
| 8153 | Registered Nurse II - 10 month |
| 8154 | Registered Nurse II - 12 month |
| 8156 | Registered Nurse III - 10 month |
| 8157 | Registered Nurse III - 12 month |
| 8165 | Nurse Practitioner - 10 month |
| 8166 | Nurse Practitioner - 12 month |

APPENDIX C

OVERTIME/SHIFT DIFFERENTIAL

Definitions:

I. Employees will be classified as either exempt or non-exempt, based on the duties and responsibilities of the positions.

A. Exempt employees are salaried employees who meet one of the exemptions (administrative, executive, professional or agricultural) from the overtime provisions of the Fair Labor Standards Act (FLSA). Exempt employees, unless they are classified as exempt under the agricultural exemption or are firefighters, do not earn overtime, either as cash or compensatory time off (CTO).

B. Employees in exempt classifications may be appointed to 12-month, 10-month, 10/12, 11/12, or academic year assignments.

C. Exceptions:

Employees in the following exempt classifications have a workweek which consists of an average of 72 hours per week, including work time, standby time, and on-call time. Hours in excess of 312 in a month are compensated at time and one-half and are compensable in cash or CTO.

8830 Fire Apparatus Engineer – 12 month
8831 Fire Apparatus Engineer – 11/12
8832 Fire Apparatus Engineer – 10/12

Employees in the following exempt classifications meet the definition of exempt under the agricultural exemption of the FLSA and may earn CTO at the rate of time and one-half the hourly rate. Employees in these classifications, having earned more than 120 hours at the end of the calendar year, must be paid in cash by February 1 of the following year.

0638 Farm Laborer
0648 Crop Technician I
0651 Crop Technician II
0663 Livestock Technician I
0666 Livestock Technician II
0687 Feed Mill Operator
6385 Farm Maintenance and Operations Worker

II. Non-exempt employees are salaried employees who do not meet any of the exemptions from the overtime provisions of the FLSA. Employees in non-exempt classifications may be appointed to 12-month, 10-month, 10/12, 11/12, or academic year assignments. The full-time workweek for non-exempt classifications is a workweek of forty (40) hours within seven (7) consecutive 24-hour days or 168 consecutive hours.

A. Overtime for non-exempt employees is payable in cash or as CTO at the rate of time and one-half the hourly rate. Employees in Units 2, 5, 7 and 9, having earned more than 120 hours at the end of the calendar year, must be paid in cash by February 1 of the following year except as noted below. Paid leave is counted as time worked in determining overtime hours worked.

B. For the following classifications, earned CTO greater than 240 hours must be paid in cash in the pay period it was earned:

9688 Head Resident I
9687 Head Resident II

III. SHIFT DIFFERENTIAL. The following classifications are eligible to receive shift differential. No other classifications may receive shift differential.

Unit 2

1140 Health Record Technician
7926 Clinical Laboratory Scientist II
7927 Clinical Laboratory Scientist I
7930 Per Diem Non-Exempt - Healthcare
7980 Physical Therapist I
7981 Physical Therapist II
7994 Pharmacy Technician
7995 Radiologic Technologist I
7996 Radiologic Technologist II
8134 Licensed Vocational Nurse
8135 Clinical Aid I
8136 Clinical Aid II
8137 Clinical Assistant
8145 Health Education Assistant
8148 Medical Assistant

Unit 5

0104 Maintenance and Laborer Trainee
0304 Cook I
0305 Cook II
0306 Cook I Lead
0307 Cook II Lead
0308 Food Service Worker I
0309 Food Service Worker II
0310 Food Service Worker I Lead
0311 Food Service Worker II Lead
0726 Lead Groundworker
0731 Groundworker
0733 Groundworker Trainee
0735 Irrigation Specialist
0739 Pest Control and Spray Specialist
0743 Gardener
0745 Gardening Specialist
0746 Tree Trimmer I

| | |
|------|---------------------------------------|
| 0748 | Tree Trimmer II |
| 1508 | Warehouse Worker |
| 2010 | Custodian |
| 2013 | Window Cleaner |
| 2015 | Lead Custodian |
| 6223 | Laborer |
| 6363 | Light Automotive Equipment Operator |
| 6366 | Heavy Equipment Operator/Bus Driver |
| 6367 | Heavy Construction Equipment Operator |

Unit 7

| | |
|------|--|
| 0830 | Desktop Publishing/Graphic Specialist – 12 month |
| 0831 | Desktop Publishing/Graphic Specialist – 11/12 |
| 0832 | Desktop Publishing/Graphic Specialist – 10/12 |
| 1030 | Administrative Support Assistant - 10/12 |
| 1031 | Administrative Support Assistant - 11/12 |
| 1032 | Administrative Support Assistant - 12 month |
| 1033 | Administrative Support Coordinator - 10/12 |
| 1034 | Administrative Support Coordinator - 11/12 |
| 1035 | Administrative Support Coordinator - 12 month |
| 1099 | Payroll Technician Trainee |
| 1100 | Payroll Technician I |
| 1101 | Payroll Technician II |
| 1102 | Payroll Technician III |
| 1120 | Clerical Trainee |
| 1142 | Medical Secretary |
| 1144 | Medical Transcriber |
| 1408 | Power Keyboard Operator Trainee |
| 1409 | Power Keyboard Operator |
| 1416 | Senior Data Entry Operator |
| 1418 | Data Entry Operator |
| 1421 | Data Entry Operator Trainee |
| 1424 | Micrographics Technician Trainee |
| 1426 | Micrographics Technician |
| 1428 | Supervising Micrographics Technician I |
| 1430 | Supervising Micrographics Technician II |
| 1450 | Duplicating Machine Operator I |
| 1464 | Duplicating Machine Supervisor I |
| 1466 | Duplicating Machine Operator II, Offset |
| 1467 | Duplicating Machine Operator II, Direct Impression |
| 1471 | Reproduction Processes Supervisor I |
| 1472 | Reproduction Processes Assistant |
| 1502 | Shipping & Receiving Assistant I |
| 1504 | Mail Services Supervisor I |
| 1505 | Mail Clerk |
| 1506 | Storekeeper I |
| 1509 | Stock Clerk |
| 1549 | Property Clerk II |
| 1550 | Property Clerk I |
| 1553 | Inventory Clerk |

| | |
|------|---|
| 1628 | Supervising Telephone Operator |
| 1635 | Telephone Operator |
| 1727 | Supervising Account Clerk I |
| 1730 | Accounting Technician I |
| 1733 | Accounting Clerk |
| 1740 | Accounting Technician III |
| 1741 | Accounting Technician II |
| 1757 | Collections Representative Trainee |
| 1758 | Collections Representative I |
| 1759 | Collections Representative II |
| 1927 | Data Control Technician |
| 1928 | Senior Data Control Technician |
| 2898 | Book Repairer II |
| 2899 | Book Repairer I |
| 2904 | Library Assistant Trainee |
| 2905 | Library Assistant II |
| 2906 | Library Assistant I |
| 2907 | Library Assistant III |
| 2908 | Library Assistant IV |
| 3022 | Drafting Aid |
| 3023 | Drafting Technician I |
| 3024 | Drafting Technician II |
| 4790 | Buyer Trainee |
| 4791 | Buyer I |
| 4792 | Buyer II |
| 4793 | Buyer II – Lead |
| 4794 | Buyer III |
| 4795 | Buyer III – Lead |
| 5210 | Health Services Assistant |
| 8800 | Police Dispatcher – 12 month |
| 8801 | Police Dispatcher – 11/12 |
| 8802 | Police Dispatcher – 10/12 |
| 8810 | Parking Officer – 12 month |
| 8811 | Parking Officer – 11/12 |
| 8812 | Parking Officer – 10/12 |
| 8820 | Community Service Specialist – 12 month |
| 8821 | Community Service Specialist – 11/12 |
| 8822 | Community Service Specialist – 10/12 |
| 9687 | Head Resident II |
| 9688 | Head Resident I |
| 9692 | Dormitory Supervisor |

Unit 9

| | |
|------|---|
| 0300 | CMA Staff Services Analyst |
| 0301 | CMA Associate Personnel Analyst |
| 0302 | CMA Student Affairs Officer I |
| 0303 | CMA Student Affairs Officer II |
| 0400 | Analyst/Programmer - 12 Month Range 1 - Foundation |

0401 Analyst/Programmer - 11/12 Month
Range 1 - Foundation

0402 Analyst/Programmer - 10/12 Month
Range 1 - Foundation

0410 Operating Systems Analyst - 12 Month
Range 1 - Foundation

0411 Operating Systems Analyst - 11/12 Month
Range 1 - Foundation

0412 Operating Systems Analyst - 10/12 Month
Range 1 - Foundation

0420 Information Technology Consultant - 12 Month
Range 1 - Foundation

0421 Information Technology Consultant - 11/12 Month
Range 1 - Foundation

0422 Information Technology Consultant - 10/12 Month
Range 1 - Foundation

0430 Network Analyst - 12 Month
Range 1 - Foundation

0431 Network Analyst - 11/12 Month
Range 1 - Foundation

0432 Network Analyst - 10/12 Month
Range 1 - Foundation

0440 Equipment Systems Specialist - 12 Month

0441 Equipment Systems Specialist - 11/12 Month

0442 Equipment Systems Specialist - 10/12 Month

0450 Operations Specialist - 12 Month

0451 Operations Specialist - 11/12 Month

0452 Operations Specialist - 10/12 Month

0648 Crop Technician I

0651 Crop Technician II

0670 Animal Health Technician

0697 Poultry Technician

0703 Nursery Technician II

0706 Nursery Technician I

0800 Public Affairs/Communication Specialist – 12 month
Range 1 – Specialist I

0801 Public Affairs/Communication Specialist – 11/12
Range 1 – Specialist I

0802 Public Affairs/Communication Specialist – 10/12
Range 1 – Specialist I

0810 Media Production Specialist – 12 month

0811 Media Production Specialist – 11/12

0812 Media Production Specialist – 10/12

0820 Graphic Designer – 12 month

0821 Graphic Designer – 11/12

0822 Graphic Designer – 10/12

0840 Performing Arts Technician – 12 month

0841 Performing Arts Technician – 11/12

0842 Performing Arts Technician – 10/12

0860 Visual Resource Specialist – 12 month

| | |
|------|--|
| 0861 | Visual Resource Specialist – 11/12 |
| 0862 | Visual Resource Specialist – 10/12 |
| 1036 | Administrative Analyst/Specialist – 10/12 Range 1 – Non-Exempt |
| 1037 | Administrative Analyst/Specialist – 11/12 Range 1 – Non-Exempt |
| 1038 | Administrative Analyst/Specialist – 12 month Range 1 – Non-Exempt |
| 1513 | Athletic Equipment Attendant II |
| 1514 | Athletic Equipment Attendant I |
| 1521 | Technician Trainee |
| 1577 | Instructional Support Assistant I |
| 1578 | Instructional Support Assistant II |
| 1579 | Instructional Support Assistant III |
| 1615 | Instructional Support Technician I |
| 1617 | Instructional Support Technician II |
| 1619 | Instructional Support Technician III |
| 1762 | Accountant I |
| 2866 | Accompanist II |
| 2867 | Accompanist I |
| 5151 | Personnel Assistant |
| 5255 | Administrative Trainee |
| 5287 | Assistant Budget Analyst |
| 5681 | Research Technician II |
| 5683 | Research Technician I |
| 6726 | Planner/Estimator/Scheduler |
| 6950 | Piano Technician I |
| 6951 | Piano Technician II |
| 7000 | Equipment Maintenance Assistant |
| 7001 | Equipment Technician I, Mechanical |
| 7002 | Equipment Technician I, Electro-Mechanical |
| 7003 | Equipment Technician I, Electronic |
| 7004 | Equipment Technician I, Specialized Equipment |
| 7011 | Equipment Technician II, Mechanical |
| 7012 | Equipment Technician II, Electro-Mechanical |
| 7013 | Equipment Technician II, Electronic |
| 7014 | Equipment Technician II, Specialized Equipment |
| 7021 | Equipment Technician III, Mechanical |
| 7022 | Equipment Technician III, Electro-Mechanical |
| 7023 | Equipment Technician III, Electronic |
| 7024 | Equipment Technician III, Specialized Equipment |
| 7168 | Lead Interpreter/Transliterator |
| 7169 | Interpreter/Transliterator II |
| 7170 | Interpreter/Transliterator I |
| 7180 | Computer Aided Transcriber |
| 7191 | Realtime Captioner |
| 7192 | Lead Realtime Captioner |
| 7193 | Hourly Interpreter/Realtime Captioner/Computer Aided Transcriber |
| 7200 | Interpreter I – 8/12 |

| | |
|------|-----------------------------------|
| 7201 | Interpreter II – 8/12 |
| 7202 | Lead Interpreter – 8/12 |
| 7210 | Computer Aided Transcriber - 8/12 |
| 7220 | Realtime Captioner – 8/12 |
| 7221 | Lead Realtime Captioner – 8/12 |
| 7512 | Glassblower |
| 7879 | Laboratory Assistant II |
| 7888 | Laboratory Assistant I |

IV. OVERTIME. Those classifications listed below are exempt. All other existing classifications are non-exempt. Employees in classifications designated as exempt do not earn overtime.

Unit 2

| | |
|------|---------------------------------|
| 7976 | Speech Pathologist |
| 7988 | Radiation Protection Specialist |
| 7991 | Pharmacist I - 10 Month |
| 7992 | Pharmacist I - 12 Month |
| 7993 | Pharmacist II |
| 8005 | Sanitarian II |
| 8130 | Nutritionist |
| 8147 | Health Educator |
| 8150 | Registered Nurse I -10 Month |
| 8151 | Registered Nurse I - 12 Month |
| 8153 | Registered Nurse II - 10 Month |
| 8154 | Registered Nurse II -12 Month |
| 8156 | Registered Nurse III - 10 Month |
| 8157 | Registered Nurse III - 12 Month |
| 8161 | Physician Assistant |
| 8165 | Nurse Practitioner - 10 Month |
| 8166 | Nurse Practitioner - 12 Month |
| 8180 | Athletic Trainer I |
| 8181 | Athletic Trainer I – AY |
| 8185 | Athletic Trainer II |
| 8186 | Athletic Trainer II – AY |
| 8190 | Head Athletic Trainer |
| 8191 | Head Athletic Trainer – AY |

Unit 5

All existing classifications in this unit are non-exempt and earn overtime at the rate of one and one-half times the hourly straight time rate, with the exception of the Farm Maintenance and Operations Worker (6385). The Farm Maintenance and Operations Worker classification is exempt under the agricultural exemption of the FLSA and may earn overtime or CTO as defined in Section I. C. above.

Unit 7

All existing classifications in this unit are non-exempt and earn overtime or CTO at the rate of one and one-half times the hourly straight time rate.

Unit 9

| | |
|------|---|
| 0400 | Analyst/Programmer - 12 Month* Range 2 - Career Range 3 - Expert |
| 0401 | Analyst/Programmer - 11/12 Month* Range 2 - Career Range 3 - Expert |
| 0402 | Analyst/Programmer - 10/12 Month* Range 2 - Career Range 3 - Expert |
| 0410 | Operating Systems Analyst - 12 Month* Range 2 - Career Range 3 - Expert |
| 0411 | Operating Systems Analyst - 11/12 Month* Range 2 - Career Range 3 - Expert |
| 0412 | Operating Systems Analyst - 10/12 Month* Range 2 - Career Range 3 - Expert |
| 0420 | Information Technology Consultant - 12 Month* Range 2 - Career Range 3 - Expert |
| 0421 | Information Technology Consultant - 11/12 Month* Range 2 - Career Range 3 - Expert |
| 0422 | Information Technology Consultant - 10/12 Month* Range 2 - Career Range 3 - Expert |
| 0430 | Network Analyst - 12 Month* Range 2 - Career Range 3 - Expert |
| 0431 | Network Analyst - 11/12 Month* Range 2 - Career Range 3 - Expert |
| 0432 | Network Analyst - 10/12 Month* Range 2 - Career Range 3 - Expert |
| 0627 | Farm Supervisor I |
| 0638 | Farm Laborer |
| 0648 | Crop Technician I |
| 0651 | Crop Technician II |
| 0663 | Livestock Technician I |
| 0666 | Livestock Technician II |
| 0687 | Feed Mill Operator |
| 0800 | Public Affairs/Communication Specialist – 12 month Range 2 - Specialist II Range 3 - Specialist III |

*Range code indicates skill level. Class Code indicates classification and pay plan.

0801 Public Affairs/Communication Specialist – 11/12
 Range 2 - Specialist II
 Range 3 - Specialist III

0802 Public Affairs/Communication Specialist – 10/12
 Range 2 - Specialist II
 Range 3 - Specialist III

0810 Media Production Specialist III – 12 month

0811 Media Production Specialist III – 11/12

0812 Media Production Specialist III – 10/12

0850 Broadcast Engineer – 12 month

0851 Broadcast Engineer – 11/12

0852 Broadcast Engineer – 10/12

1036 Administrative Analyst/Specialist – 10/12
 Range 2 – Exempt I
 Range 3 – Exempt II

1037 Administrative Analyst/Specialist – 11/12
 Range 2 – Exempt I
 Range 3 – Exempt II

1038 Administrative Analyst/Specialist – 12 month
 Range 2 – Exempt I
 Range 3 – Exempt II

2572 Space and Facilities Utilization Officer

3801 Radiation Safety Officer

3810 Library Serials Editor

4555 Accountant II

5250 Special Assistant, EOP

5284 Associate Budget Analyst

5330 Federal Programs Coordinator

5680 Research Technician III

5783 Associate, Academic & Institutional Studies II

5784 Associate, Academic & Institutional Studies I

5787 Associate, Academic & Institutional Studies III

6725 Senior Planner/Estimator/Scheduler

6960 Fish Hatchery Manager

6970 Diving Safety Officer

APPENDIX D
SUPERSESSION

If the provisions of any of the following code sections are in conflict with the provisions of the Memorandum of Understanding, the provisions of the MOU shall be controlling.

| Issue | Education Code | Government Code | Military/ Veterans Code |
|----------------------------------|---|------------------------|---|
| Vacation | 89500 89504 (partial) | | |
| Probation/ Permanency | 89531 89533 89534 | | |
| Leaves of Absence Without Pay | 89510 89512 89519 | | |
| Personnel Files | 89546 | | |
| Layoff | 89543 89550 89551 89552 89553 89555 89556 | | |
| Sick Leave | 89500 | | |
| Holiday | | 6700 | |
| Overtime | 89500 89502 | | |
| Hours of Work | 89502 | | |
| Military Leave | 89513 | | 395 395.01 395.05 395.1 395.3 |

APPENDIX E
SALARY SCHEDULE

The CSUEU salary schedule can be found at:

<http://www.calstate.edu/HRAdm/SalarySchedule/salary.aspx>

CSU SALARY SCHEDULE AS OF SEPTEMBER 2008

| BU | Class | Range | Abbreviated Title | Range Title | Min | SSI Max | Max | FLSA | SISA | Shift Diff |
|-----------|--------------|--------------|--------------------------|--------------------|------------|----------------|------------|-------------|-------------|-------------------|
| 2 | 8181 | 0 | ATH TRNR I AY | | \$3,064 | \$4,407 | \$4,903 | E | N | N |
| 2 | 8180 | 1 | ATH TRNR I 12A | RANGE A | \$3,524 | \$5,068 | \$5,638 | E | N | N |
| 2 | 8180 | 8 | ATH TRNR I 12C | RANGE C | \$2,937 | \$4,223 | \$4,698 | E | N | N |
| 2 | 8180 | 6 | ATH TRNR I 12E | RANGE E | \$3,230 | \$4,646 | \$5,168 | E | N | N |
| 2 | 8186 | 0 | ATH TRNR II AY | | \$3,335 | \$4,796 | \$5,357 | E | N | N |
| 2 | 8185 | 1 | ATH TRNR II 12A | RANGE A | \$3,835 | \$5,515 | \$6,161 | E | N | N |
| 2 | 8185 | 8 | ATH TRNR II 12C | RANGE C | \$3,196 | \$4,596 | \$5,134 | E | N | N |
| 2 | 8185 | 6 | ATH TRNR II 12E | RANGE E | \$3,515 | \$5,055 | \$5,648 | E | N | N |
| 2 | 7927 | 1 | CL LAB SCI IA | RANGE A | \$4,318 | \$6,455 | \$6,910 | N | N | Y |
| 2 | 7927 | 8 | CL LAB SCI IC | RANGE C | \$3,598 | \$5,379 | \$5,758 | N | N | Y |
| 2 | 7927 | 6 | CL LAB SCI IE | RANGE E | \$3,958 | \$5,917 | \$6,334 | N | N | Y |
| 2 | 7926 | 1 | CL LB SCI IIA | RANGE A | \$4,642 | \$6,939 | \$7,428 | N | N | Y |
| 2 | 7926 | 8 | CL LB SCI IIC | RANGE C | \$3,868 | \$5,783 | \$6,190 | N | N | Y |
| 2 | 7926 | 6 | CL LB SCI IIE | RANGE E | \$4,255 | \$6,361 | \$6,809 | N | N | Y |
| 2 | 8137 | 1 | CLINIC ASST A | RANGE A | \$2,435 | \$3,633 | \$3,887 | N | N | Y |
| 2 | 8137 | 8 | CLINIC ASST-C | RANGE C | \$2,029 | \$3,028 | \$3,239 | N | N | Y |
| 2 | 8137 | 6 | CLINIC ASST-E | RANGE E | \$2,232 | \$3,330 | \$3,563 | N | N | Y |
| 2 | 8191 | 0 | HD ATH TRNR AY | | \$3,902 | \$5,611 | \$6,243 | E | N | N |
| 2 | 8190 | 1 | HD ATH TRNR 12A | RANGE A | \$4,487 | \$6,453 | \$7,180 | E | N | N |
| 2 | 8190 | 8 | HD ATH TRNR 12C | RANGE C | \$3,739 | \$5,378 | \$5,983 | E | N | N |
| 2 | 8190 | 6 | HD ATH TRNR 12E | RANGE E | \$4,113 | \$5,915 | \$6,582 | E | N | N |
| 2 | 8145 | 1 | HLTH ED AST-A | RANGE A | \$3,655 | \$5,222 | \$5,482 | N | N | Y |
| 2 | 8145 | 8 | HLTH ED AST-C | RANGE C | \$3,046 | \$4,352 | \$4,568 | N | N | Y |
| 2 | 8145 | 6 | HLTH ED AST-E | RANGE E | \$3,350 | \$4,787 | \$5,025 | N | N | Y |
| 2 | 8147 | 1 | HLTH EDUCTR-A | RANGE A | \$4,006 | \$5,724 | \$6,010 | E | N | N |
| 2 | 8147 | 8 | HLTH EDUCTR-C | RANGE C | \$3,338 | \$4,770 | \$5,008 | E | N | N |
| 2 | 8147 | 6 | HLTH EDUCTR-E | RANGE E | \$3,672 | \$5,247 | \$5,509 | E | N | N |
| 2 | 1140 | 1 | HLTH REC TH-A | RANGE A | \$3,028 | \$4,325 | \$4,542 | N | N | Y |
| 2 | 1140 | 8 | HLTH REC TH-C | RANGE C | \$2,523 | \$3,604 | \$3,785 | N | N | Y |
| 2 | 1140 | 6 | HLTH REC TH-E | RANGE E | \$2,776 | \$3,965 | \$4,164 | N | N | Y |
| 2 | 8134 | 1 | LVN-A | RANGE A | \$2,868 | \$4,100 | \$4,303 | N | N | Y |
| 2 | 8134 | 8 | LVN-C | RANGE C | \$2,390 | \$3,417 | \$3,586 | N | N | Y |
| 2 | 8134 | 6 | LVN-E | RANGE E | \$2,629 | \$3,758 | \$3,944 | N | N | Y |
| 2 | 8148 | 1 | MED ASST- A | RANGE A | \$2,565 | \$3,833 | \$4,102 | N | N | Y |
| 2 | 8148 | 8 | MED ASST- C | RANGE C | \$2,138 | \$3,194 | \$3,418 | N | N | Y |
| 2 | 8148 | 6 | MED ASST- E | RANGE E | \$2,351 | \$3,514 | \$3,760 | N | N | Y |
| 2 | 8165 | 1 | NUR PRACT-10A | RANGE A | \$5,615 | \$8,392 | \$8,983 | E | N | N |
| 2 | 8165 | 8 | NUR PRACT-10C | RANGE C | \$4,679 | \$6,993 | \$7,486 | E | N | N |
| 2 | 8166 | 1 | NUR PRACT-A | RANGE A | \$5,615 | \$8,392 | \$8,983 | E | N | N |
| 2 | 8166 | 8 | NUR PRACT-C | RANGE C | \$4,679 | \$6,993 | \$7,486 | E | N | N |
| 2 | 8166 | 6 | NUR PRACT-E | RANGE E | \$5,147 | \$7,693 | \$8,234 | E | N | N |
| 2 | 8130 | 1 | NUTRITIONST-A | RANGE A | \$3,646 | \$5,211 | \$5,469 | E | N | N |
| 2 | 8130 | 8 | NUTRITIONST-C | RANGE C | \$3,038 | \$4,343 | \$4,558 | E | N | N |
| 2 | 8130 | 6 | NUTRITIONST-E | RANGE E | \$3,342 | \$4,777 | \$5,013 | E | N | N |
| 2 | 7930 | 0 | PER DIEM N-HC | | \$21 | \$0 | \$69 | N | N | Y |
| 2 | 7992 | 1 | PHARM I – A | RANGE A | \$5,830 | \$8,715 | \$9,328 | E | N | N |
| 2 | 7992 | 8 | PHARM I – C | RANGE C | \$4,858 | \$7,263 | \$7,773 | E | N | N |
| 2 | 7992 | 6 | PHARM I – E | RANGE E | \$5,344 | \$7,989 | \$8,551 | E | N | N |

CSU SALARY SCHEDULE AS OF SEPTEMBER 2008

| BU | Class | Range | Abbreviated Title | Range Title | Min | SSI Max | Max | FLSA | SISA | Shift Diff |
|-----------|--------------|--------------|--------------------------|--------------------|------------|----------------|------------|-------------|-------------|-------------------|
| 2 | 7991 | 1 | PHARM IA-10MO | RANGE A | \$5,830 | \$8,715 | \$9,328 | E | N | N |
| 2 | 7991 | 8 | PHARM IC-10MO | RANGE C | \$4,858 | \$7,263 | \$7,773 | E | N | N |
| 2 | 7993 | 1 | PHARM II – A | RANGE A | \$6,370 | \$9,521 | \$10,193 | E | N | N |
| 2 | 7993 | 8 | PHARM II – C | RANGE C | \$5,308 | \$7,934 | \$8,494 | E | N | N |
| 2 | 7993 | 6 | PHARM II – E | RANGE E | \$5,839 | \$8,728 | \$9,344 | E | N | N |
| 2 | 7994 | 1 | PHARM TECH -A | RANGE A | \$2,565 | \$3,833 | \$4,102 | N | N | Y |
| 2 | 7994 | 8 | PHARM TECH -C | RANGE C | \$2,138 | \$3,194 | \$3,418 | N | N | Y |
| 2 | 7994 | 6 | PHARM TECH -E | RANGE E | \$2,351 | \$3,514 | \$3,760 | N | N | Y |
| 2 | 8161 | 1 | PHYS ASST –A | RANGE A | \$5,615 | \$8,392 | \$8,983 | E | N | N |
| 2 | 8161 | 8 | PHYS ASST –C | RANGE C | \$4,679 | \$6,993 | \$7,486 | E | N | N |
| 2 | 8161 | 6 | PHYS ASST –E | RANGE E | \$5,147 | \$7,693 | \$8,234 | E | N | N |
| 2 | 7980 | 1 | PHYS THRP I-A | RANGE A | \$3,968 | \$5,670 | \$5,952 | N | N | Y |
| 2 | 7980 | 8 | PHYS THRP I-C | RANGE C | \$3,307 | \$4,725 | \$4,960 | N | N | Y |
| 2 | 7980 | 6 | PHYS THRP I-E | RANGE E | \$3,637 | \$5,198 | \$5,456 | N | N | Y |
| 2 | 7981 | 1 | PHYS THRP IIA | RANGE A | \$4,194 | \$5,993 | \$6,292 | N | N | Y |
| 2 | 7981 | 8 | PHYS THRP IIC | RANGE C | \$3,495 | \$4,994 | \$5,243 | N | N | Y |
| 2 | 7981 | 6 | PHYS THRP IIE | RANGE E | \$3,845 | \$5,494 | \$5,768 | N | N | Y |
| 2 | 7988 | 1 | RAD PROT SP-A | RANGE A | \$3,734 | \$5,334 | \$5,599 | N | N | N |
| 2 | 7988 | 8 | RAD PROT SP-C | RANGE C | \$3,112 | \$4,445 | \$4,666 | N | N | N |
| 2 | 7988 | 6 | RAD PROT SP-E | RANGE E | \$3,423 | \$4,890 | \$5,132 | N | N | N |
| 2 | 7995 | 1 | RAD TECH IA | RANGE A | \$3,502 | \$5,003 | \$5,253 | N | N | Y |
| 2 | 7995 | 8 | RAD TECH IC | RANGE C | \$2,918 | \$4,169 | \$4,378 | N | N | Y |
| 2 | 7995 | 6 | RAD TECH IE | RANGE E | \$3,210 | \$4,586 | \$4,815 | N | N | Y |
| 2 | 7996 | 1 | RAD TECH IIA | RANGE A | \$3,757 | \$5,365 | \$5,634 | N | N | Y |
| 2 | 7996 | 8 | RAD TECH IIC | RANGE C | \$3,131 | \$4,471 | \$4,695 | N | N | Y |
| 2 | 7996 | 6 | RAD TECH IIE | RANGE E | \$3,444 | \$4,918 | \$5,165 | N | N | Y |
| 2 | 8150 | 1 | RN IA -10MO | RANGE A | \$3,762 | \$5,376 | \$5,644 | E | N | Y |
| 2 | 8150 | 8 | RN IC -10MO | RANGE C | \$3,135 | \$4,480 | \$4,703 | E | N | Y |
| 2 | 8153 | 1 | RN IIA -10MO | RANGE A | \$4,029 | \$5,757 | \$6,043 | E | N | Y |
| 2 | 8153 | 8 | RN IIC -10MO | RANGE C | \$3,358 | \$4,798 | \$5,036 | E | N | Y |
| 2 | 8156 | 1 | RN IIIA -10MO | RANGE A | \$4,420 | \$6,315 | \$6,630 | E | N | N |
| 2 | 8156 | 8 | RN IIIC -10MO | RANGE C | \$3,683 | \$5,263 | \$5,525 | E | N | N |
| 2 | 8151 | 1 | RN-IA | RANGE A | \$3,762 | \$5,376 | \$5,644 | E | N | Y |
| 2 | 8151 | 8 | RN-IC | RANGE C | \$3,135 | \$4,480 | \$4,703 | E | N | Y |
| 2 | 8151 | 6 | RN-IE | RANGE E | \$3,449 | \$4,928 | \$5,174 | E | N | Y |
| 2 | 8154 | 1 | RN-IIA | RANGE A | \$4,029 | \$5,757 | \$6,043 | E | N | Y |
| 2 | 8154 | 8 | RN-IIC | RANGE C | \$3,358 | \$4,798 | \$5,036 | E | N | Y |
| 2 | 8154 | 6 | RN-IIE | RANGE E | \$3,693 | \$5,277 | \$5,539 | E | N | Y |
| 2 | 8157 | 1 | RN-IIIA | RANGE A | \$4,420 | \$6,315 | \$6,630 | E | N | N |
| 2 | 8157 | 8 | RN-IIIC | RANGE C | \$3,683 | \$5,263 | \$5,525 | E | N | N |
| 2 | 8157 | 6 | RN-IIIE | RANGE E | \$4,052 | \$5,789 | \$6,078 | E | N | N |
| 2 | 8005 | 1 | SANITARN II-A | RANGE A | \$3,836 | \$5,480 | \$5,754 | N | N | N |
| 2 | 8005 | 8 | SANITARN II-C | RANGE C | \$3,197 | \$4,567 | \$4,795 | N | N | N |
| 2 | 8005 | 6 | SANITARN II-E | RANGE E | \$3,516 | \$5,023 | \$5,275 | N | N | N |
| 2 | 7976 | 1 | SPEECH PATH-A | RANGE A | \$4,966 | \$7,095 | \$7,447 | E | N | N |
| 2 | 7976 | 8 | SPEECH PATH-C | RANGE C | \$4,138 | \$5,913 | \$6,206 | E | N | N |
| 2 | 7976 | 6 | SPEECH PATH-E | RANGE E | \$4,552 | \$6,504 | \$6,826 | E | N | N |
| 5 | 6363 | 1 | AUTO EQ OPR,A | RANGE A | \$3,052 | \$4,362 | \$4,579 | N | N | Y |
| 5 | 6363 | 8 | AUTO EQ OPR,C | RANGE C | \$2,543 | \$3,635 | \$3,816 | N | N | Y |

CSU SALARY SCHEDULE AS OF SEPTEMBER 2008

| BU | Class | Range | Abbreviated Title | Range Title | Min | SSI Max | Max | FLSA | SISA | Shift Diff |
|-----------|--------------|--------------|--------------------------|--------------------|------------|----------------|------------|-------------|-------------|-------------------|
| 5 | 6363 | 6 | AUTO EQ OPR,E | RANGE E | \$2,798 | \$3,999 | \$4,197 | N | N | Y |
| 5 | 6367 | 1 | CONST EQ OP,A | RANGE A | \$3,326 | \$4,750 | \$4,990 | N | N | Y |
| 5 | 6367 | 8 | CONST EQ OP,C | RANGE C | \$2,772 | \$3,958 | \$4,158 | N | N | Y |
| 5 | 6367 | 6 | CONST EQ OP,E | RANGE E | \$3,049 | \$4,354 | \$4,574 | N | N | Y |
| 5 | 0306 | 1 | COOK I LD-A | RANGE A | \$2,932 | \$4,191 | \$4,399 | N | N | Y |
| 5 | 0306 | 8 | COOK I LD-C | RANGE C | \$2,443 | \$3,493 | \$3,666 | N | N | Y |
| 5 | 0306 | 3 | COOK I LD-CR | CRUISE | \$2,892 | \$4,132 | \$4,339 | N | N | Y |
| 5 | 0306 | 6 | COOK I LD-E | RANGE E | \$2,688 | \$3,842 | \$4,032 | N | N | Y |
| 5 | 0304 | 1 | COOK I-A | RANGE A | \$2,418 | \$3,454 | \$3,627 | N | N | Y |
| 5 | 0304 | 8 | COOK I-C | RANGE C | \$2,015 | \$2,878 | \$3,023 | N | N | Y |
| 5 | 0304 | 3 | COOK I-CR | CRUISE | \$2,384 | \$3,406 | \$3,575 | N | N | Y |
| 5 | 0304 | 6 | COOK I-E | RANGE E | \$2,217 | \$3,166 | \$3,325 | N | N | Y |
| 5 | 0307 | 1 | COOK II LD-A | RANGE A | \$3,335 | \$4,766 | \$5,002 | N | N | Y |
| 5 | 0307 | 8 | COOK II LD-C | RANGE C | \$2,779 | \$3,972 | \$4,168 | N | N | Y |
| 5 | 0307 | 3 | COOK II LD-CR | CRUISE | \$3,286 | \$4,695 | \$4,930 | N | N | Y |
| 5 | 0307 | 6 | COOK II LD-E | RANGE E | \$3,057 | \$4,369 | \$4,585 | N | N | Y |
| 5 | 0305 | 1 | COOK II-A | RANGE A | \$2,693 | \$3,847 | \$4,039 | N | N | Y |
| 5 | 0305 | 8 | COOK II-C | RANGE C | \$2,244 | \$3,206 | \$3,366 | N | N | Y |
| 5 | 0305 | 3 | COOK II-CR | CRUISE | \$2,656 | \$3,795 | \$3,984 | N | N | Y |
| 5 | 0305 | 6 | COOK II-E | RANGE E | \$2,469 | \$3,526 | \$3,702 | N | N | Y |
| 5 | 2010 | 1 | CUSTODIAN-A | RANGE A | \$2,288 | \$3,269 | \$3,433 | N | N | Y |
| 5 | 2010 | 8 | CUSTODIAN-C | RANGE C | \$1,907 | \$2,724 | \$2,861 | N | N | Y |
| 5 | 2010 | 6 | CUSTODIAN-E | RANGE E | \$2,097 | \$2,997 | \$3,147 | N | N | Y |
| 5 | 6366 | 1 | EQ/BUS DRV,A | RANGE A | \$3,184 | \$4,551 | \$4,778 | N | N | Y |
| 5 | 6366 | 8 | EQ/BUS DRV,C | RANGE C | \$2,653 | \$3,793 | \$3,982 | N | N | Y |
| 5 | 6366 | 6 | EQ/BUS DRV,E | RANGE E | \$2,919 | \$4,172 | \$4,380 | N | N | Y |
| 5 | 0308 | 1 | F/S WKR I-A | RANGE A | \$2,099 | \$2,997 | \$3,147 | N | N | Y |
| 5 | 0308 | 8 | F/S WKR I-C | RANGE C | \$1,749 | \$2,498 | \$2,623 | N | N | Y |
| 5 | 0308 | 3 | F/S WKR I-CR | CRUISE | \$2,068 | \$2,954 | \$3,101 | N | N | Y |
| 5 | 0308 | 6 | F/S WKR I-E | RANGE E | \$1,924 | \$2,747 | \$2,885 | N | N | Y |
| 5 | 0309 | 1 | F/S WKR II-A | RANGE A | \$2,251 | \$3,217 | \$3,378 | N | N | Y |
| 5 | 0309 | 8 | F/S WKR II-C | RANGE C | \$1,876 | \$2,681 | \$2,815 | N | N | Y |
| 5 | 0309 | 3 | F/S WKR II-CR | CRUISE | \$2,219 | \$3,170 | \$3,330 | N | N | Y |
| 5 | 0309 | 6 | F/S WKR II-E | RANGE E | \$2,063 | \$2,949 | \$3,097 | N | N | Y |
| 5 | 6385 | 1 | FRM M&O WKR-A | RANGE A | \$2,867 | \$4,096 | \$4,301 | O | N | N |
| 5 | 6385 | 8 | FRM M&O WKR-C | RANGE C | \$2,389 | \$3,413 | \$3,584 | O | N | N |
| 5 | 6385 | 6 | FRM M&O WKR-E | RANGE E | \$2,628 | \$3,755 | \$3,943 | O | N | N |
| 5 | 0310 | 1 | FS WKRI LD-A | RANGE A | \$2,512 | \$3,591 | \$3,769 | N | N | Y |
| 5 | 0310 | 8 | FS WKRI LD-C | RANGE C | \$2,093 | \$2,993 | \$3,141 | N | N | Y |
| 5 | 0310 | 3 | FS WKRI LD-CR | CRUISE | \$2,475 | \$3,538 | \$3,713 | N | N | Y |
| 5 | 0310 | 6 | FS WKRI LD-E | RANGE E | \$2,303 | \$3,292 | \$3,455 | N | N | Y |
| 5 | 0311 | 1 | FS WKRII LD-A | RANGE A | \$3,095 | \$4,423 | \$4,643 | N | N | Y |
| 5 | 0311 | 8 | FS WKRII LD-C | RANGE C | \$2,579 | \$3,686 | \$3,869 | N | N | Y |
| 5 | 0311 | 6 | FS WKRII LD-E | RANGE E | \$2,837 | \$4,054 | \$4,256 | N | N | Y |
| 5 | 0311 | 3 | FS WKRIILD-CR | CRUISE | \$3,051 | \$4,360 | \$4,577 | N | N | Y |
| 5 | 0745 | 1 | GARDEN SPEC-A | RANGE A | \$2,950 | \$4,214 | \$4,423 | N | N | Y |
| 5 | 0745 | 8 | GARDEN SPEC-C | RANGE C | \$2,458 | \$3,512 | \$3,686 | N | N | Y |
| 5 | 0745 | 6 | GARDEN SPEC-E | RANGE E | \$2,704 | \$3,863 | \$4,054 | N | N | Y |
| 5 | 0743 | 1 | GARDENER-A | RANGE A | \$2,950 | \$4,214 | \$4,423 | N | N | Y |

CSU SALARY SCHEDULE AS OF SEPTEMBER 2008

| BU | Class | Range | Abbreviated Title | Range Title | Min | SSI Max | Max | FLSA | SISA | Shift Diff |
|-----------|--------------|--------------|--------------------------|--------------------|------------|----------------|------------|-------------|-------------|-------------------|
| 5 | 0743 | 8 | GARDENER-C | RANGE C | \$2,458 | \$3,512 | \$3,686 | N | N | Y |
| 5 | 0743 | 6 | GARDENER-E | RANGE E | \$2,704 | \$3,863 | \$4,054 | N | N | Y |
| 5 | 0733 | 1 | GRDWKR TRN-A | RANGE A | \$2,222 | \$3,176 | \$3,335 | N | N | Y |
| 5 | 0733 | 8 | GRDWKR TRN-C | RANGE C | \$1,852 | \$2,647 | \$2,779 | N | N | Y |
| 5 | 0733 | 6 | GRDWKR TRN-E | RANGE E | \$2,037 | \$2,911 | \$3,057 | N | N | Y |
| 5 | 0731 | 1 | GRDWORKER-A | RANGE A | \$2,700 | \$3,858 | \$4,050 | N | N | Y |
| 5 | 0731 | 8 | GRDWORKER-C | RANGE C | \$2,250 | \$3,215 | \$3,375 | N | N | Y |
| 5 | 0731 | 6 | GRDWORKER-E | RANGE E | \$2,475 | \$3,537 | \$3,713 | N | N | Y |
| 5 | 0735 | 1 | IRRG SPEC-A | RANGE A | \$2,950 | \$4,214 | \$4,423 | N | N | Y |
| 5 | 0735 | 8 | IRRG SPEC-C | RANGE C | \$2,458 | \$3,512 | \$3,686 | N | N | Y |
| 5 | 0735 | 6 | IRRG SPEC-E | RANGE E | \$2,704 | \$3,863 | \$4,054 | N | N | Y |
| 5 | 6223 | 1 | LABORER-A | RANGE A | \$2,752 | \$3,932 | \$4,129 | N | N | Y |
| 5 | 6223 | 8 | LABORER-C | RANGE C | \$2,293 | \$3,277 | \$3,441 | N | N | Y |
| 5 | 6223 | 6 | LABORER-E | RANGE E | \$2,523 | \$3,604 | \$3,785 | N | N | Y |
| 5 | 2015 | 1 | LEAD CUST-A | RANGE A | \$2,677 | \$3,950 | \$4,204 | N | N | Y |
| 5 | 2015 | 8 | LEAD CUST-C | RANGE C | \$2,231 | \$3,292 | \$3,503 | N | N | Y |
| 5 | 2015 | 6 | LEAD CUST-E | RANGE E | \$2,454 | \$3,621 | \$3,854 | N | N | Y |
| 5 | 0726 | 1 | LEAD GRDWKR-A | RANGE A | \$3,050 | \$4,359 | \$4,576 | N | N | Y |
| 5 | 0726 | 8 | LEAD GRDWKR-C | RANGE C | \$2,542 | \$3,633 | \$3,813 | N | N | Y |
| 5 | 0726 | 6 | LEAD GRDWKR-E | RANGE E | \$2,796 | \$3,996 | \$4,195 | N | N | Y |
| 5 | 0104 | 0 | MTNC/LBR TRNE | | \$1,387 | \$1,883 | \$2,232 | N | N | Y |
| 5 | 0739 | 1 | PEST C&S SP-A | RANGE A | \$2,950 | \$4,214 | \$4,423 | N | N | Y |
| 5 | 0739 | 8 | PEST C&S SP-C | RANGE C | \$2,458 | \$3,512 | \$3,686 | N | N | Y |
| 5 | 0739 | 6 | PEST C&S SP-E | RANGE E | \$2,704 | \$3,863 | \$4,054 | N | N | Y |
| 5 | 0746 | 1 | TREE TRIM IA | RANGE A | \$2,950 | \$4,214 | \$4,423 | N | N | Y |
| 5 | 0746 | 8 | TREE TRIM IC | RANGE C | \$2,458 | \$3,512 | \$3,686 | N | N | Y |
| 5 | 0746 | 6 | TREE TRIM IE | RANGE E | \$2,704 | \$3,863 | \$4,054 | N | N | Y |
| 5 | 0748 | 1 | TREE TRIM IIA | RANGE A | \$3,077 | \$4,396 | \$4,615 | N | N | Y |
| 5 | 0748 | 8 | TREE TRIM IIC | RANGE C | \$2,564 | \$3,663 | \$3,846 | N | N | Y |
| 5 | 0748 | 6 | TREE TRIM IIE | RANGE E | \$2,821 | \$4,030 | \$4,230 | N | N | Y |
| 5 | 1508 | 1 | WAREHSE WKR-A | RANGE A | \$2,621 | \$3,744 | \$3,931 | N | N | Y |
| 5 | 1508 | 8 | WAREHSE WKR-C | RANGE C | \$2,184 | \$3,120 | \$3,276 | N | N | Y |
| 5 | 1508 | 6 | WAREHSE WKR-E | RANGE E | \$2,403 | \$3,432 | \$3,603 | N | N | Y |
| 5 | 2013 | 1 | WINDOW CLNR-A | RANGE A | \$2,568 | \$3,668 | \$3,853 | N | N | Y |
| 5 | 2013 | 8 | WINDOW CLNR-C | RANGE C | \$2,140 | \$3,057 | \$3,211 | N | N | Y |
| 5 | 2013 | 6 | WINDOW CLNR-E | RANGE E | \$2,354 | \$3,362 | \$3,532 | N | N | Y |
| 7 | 1733 | 1 | ACCT CLK-A | RANGE A | \$2,305 | \$3,294 | \$3,458 | N | N | Y |
| 7 | 1733 | 8 | ACCT CLK-C | RANGE C | \$1,921 | \$2,745 | \$2,882 | N | N | Y |
| 7 | 1733 | 6 | ACCT CLK-E | RANGE E | \$2,113 | \$3,020 | \$3,170 | N | N | Y |
| 7 | 1730 | 1 | ACCT TECH I-A | RANGE A | \$2,674 | \$3,821 | \$4,013 | N | N | Y |
| 7 | 1730 | 8 | ACCT TECH I-C | RANGE C | \$2,228 | \$3,184 | \$3,344 | N | N | Y |
| 7 | 1730 | 6 | ACCT TECH I-E | RANGE E | \$2,451 | \$3,503 | \$3,679 | N | N | Y |
| 7 | 1741 | 1 | ACTG TCH II-A | RANGE A | \$2,970 | \$4,246 | \$4,457 | N | N | Y |
| 7 | 1741 | 8 | ACTG TCH II-C | RANGE C | \$2,475 | \$3,538 | \$3,714 | N | N | Y |
| 7 | 1741 | 6 | ACTG TCH II-E | RANGE E | \$2,723 | \$3,892 | \$4,086 | N | N | Y |
| 7 | 1740 | 1 | ACTG TCH IIIA | RANGE A | \$3,381 | \$4,831 | \$5,071 | N | N | Y |
| 7 | 1740 | 8 | ACTG TCH IIIC | RANGE C | \$2,818 | \$4,026 | \$4,226 | N | N | Y |
| 7 | 1740 | 6 | ACTG TCH IIIE | RANGE E | \$3,099 | \$4,428 | \$4,648 | N | N | Y |
| 7 | 1030 | 1 | ASA-10/12-AI | ASSISTANT I | \$1,740 | \$2,487 | \$2,611 | N | N | Y |

CSU SALARY SCHEDULE AS OF SEPTEMBER 2008

| BU | Class | Range | Abbreviated Title | Range Title | Min | SSI Max | Max | FLSA | SISA | Shift Diff |
|-----------|--------------|--------------|--------------------------|--------------------|------------|----------------|------------|-------------|-------------|-------------------|
| 7 | 1030 | 2 | ASA-10/12-AII | ASSISTANT II | \$2,088 | \$2,983 | \$3,132 | N | N | Y |
| 7 | 1031 | 1 | ASA-11/12-AI | ASSISTANT I | \$1,914 | \$2,735 | \$2,872 | N | N | Y |
| 7 | 1031 | 2 | ASA-11/12-AII | ASSISTANT II | \$2,296 | \$3,281 | \$3,445 | N | N | Y |
| 7 | 1032 | 1 | ASA-12MO-AI | ASSISTANT I | \$2,088 | \$2,984 | \$3,133 | N | N | Y |
| 7 | 1032 | 2 | ASA-12MO-AII | ASSISTANT II | \$2,505 | \$3,579 | \$3,758 | N | N | Y |
| 7 | 1033 | 1 | ASC-10/12-CI | COORDINATOR I | \$2,340 | \$3,343 | \$3,510 | N | N | Y |
| 7 | 1033 | 2 | ASC-10/12-CII | COORDINATOR II | \$2,562 | \$3,662 | \$3,846 | N | N | Y |
| 7 | 1034 | 1 | ASC-11/12-CI | COORDINATOR I | \$2,574 | \$3,678 | \$3,861 | N | N | Y |
| 7 | 1034 | 2 | ASC-11/12-CII | COORDINATOR II | \$2,818 | \$4,028 | \$4,230 | N | N | Y |
| 7 | 1035 | 1 | ASC-12MO-CI | COORDINATOR I | \$2,808 | \$4,012 | \$4,212 | N | N | Y |
| 7 | 1035 | 2 | ASC-12MO-CII | COORDINATOR II | \$3,074 | \$4,394 | \$4,615 | N | N | Y |
| 7 | 2899 | 1 | BOOK REP I-A | RANGE A | \$2,446 | \$3,496 | \$3,670 | N | N | Y |
| 7 | 2899 | 8 | BOOK REP I-C | RANGE C | \$2,038 | \$2,913 | \$3,058 | N | N | Y |
| 7 | 2899 | 6 | BOOK REP I-E | RANGE E | \$2,242 | \$3,205 | \$3,364 | N | N | Y |
| 7 | 2898 | 1 | BOOK REP II-A | RANGE A | \$2,640 | \$3,773 | \$3,961 | N | N | Y |
| 7 | 2898 | 8 | BOOK REP II-C | RANGE C | \$2,200 | \$3,144 | \$3,301 | N | N | Y |
| 7 | 2898 | 6 | BOOK REP II-E | RANGE E | \$2,420 | \$3,459 | \$3,631 | N | N | Y |
| 7 | 4791 | 1 | BUYER IA | RANGE A | \$3,249 | \$4,642 | \$4,873 | N | N | Y |
| 7 | 4791 | 8 | BUYER IC | RANGE C | \$2,708 | \$3,868 | \$4,061 | N | N | Y |
| 7 | 4791 | 6 | BUYER IE | RANGE E | \$2,978 | \$4,255 | \$4,467 | N | N | Y |
| 7 | 4792 | 1 | BUYER IIA | RANGE A | \$3,608 | \$5,155 | \$5,412 | N | N | Y |
| 7 | 4792 | 8 | BUYER IIC | RANGE C | \$3,007 | \$4,296 | \$4,510 | N | N | Y |
| 7 | 4792 | 6 | BUYER IIE | RANGE E | \$3,307 | \$4,725 | \$4,961 | N | N | Y |
| 7 | 4794 | 1 | BUYER IIIA | RANGE A | \$3,971 | \$5,672 | \$5,956 | N | N | Y |
| 7 | 4794 | 8 | BUYER IIIC | RANGE C | \$3,309 | \$4,727 | \$4,963 | N | N | Y |
| 7 | 4794 | 6 | BUYER IIIE | RANGE E | \$3,640 | \$5,199 | \$5,460 | N | N | Y |
| 7 | 4790 | 0 | BUYER TRAINEE | | \$2,770 | \$3,958 | \$4,155 | N | N | Y |
| 7 | 1120 | 0 | CLERICAL TRNE | | \$1,387 | \$1,871 | \$2,210 | N | N | Y |
| 7 | 1758 | 1 | COL REP I-A | RANGE A | \$2,640 | \$3,773 | \$3,961 | N | N | Y |
| 7 | 1758 | 8 | COL REP I-C | RANGE C | \$2,200 | \$3,144 | \$3,301 | N | N | Y |
| 7 | 1758 | 6 | COL REP I-E | RANGE E | \$2,420 | \$3,459 | \$3,631 | N | N | Y |
| 7 | 1759 | 1 | COL REP II-A | RANGE A | \$3,050 | \$4,359 | \$4,576 | N | N | Y |
| 7 | 1759 | 8 | COL REP II-C | RANGE C | \$2,542 | \$3,633 | \$3,813 | N | N | Y |
| 7 | 1759 | 6 | COL REP II-E | RANGE E | \$2,796 | \$3,996 | \$4,195 | N | N | Y |
| 7 | 1757 | 1 | COL REP TRN-A | RANGE A | \$2,214 | \$3,164 | \$3,322 | N | N | Y |
| 7 | 1757 | 8 | COL REP TRN-C | RANGE C | \$1,845 | \$2,637 | \$2,768 | N | N | Y |
| 7 | 1757 | 6 | COL REP TRN-E | RANGE E | \$2,030 | \$2,900 | \$3,045 | N | N | Y |
| 7 | 8822 | 1 | CSS-10/12/1 | SPECIALIST I | \$2,047 | \$2,923 | \$3,068 | N | N | Y |
| 7 | 8822 | 2 | CSS-10/12/2 | SPECIALIST II | \$2,294 | \$3,278 | \$3,442 | N | N | Y |
| 7 | 8821 | 1 | CSS-11/12/1 | SPECIALIST I | \$2,251 | \$3,215 | \$3,375 | N | N | Y |
| 7 | 8821 | 2 | CSS-11/12/2 | SPECIALIST II | \$2,524 | \$3,605 | \$3,786 | N | N | Y |
| 7 | 8820 | 1 | CSS-12MO/1 | SPECIALIST I | \$2,456 | \$3,507 | \$3,682 | N | N | Y |
| 7 | 8820 | 2 | CSS-12MO/2 | SPECIALIST II | \$2,753 | \$3,933 | \$4,130 | N | N | Y |
| 7 | 1927 | 1 | D/C TCH-A | RANGE A | \$2,422 | \$3,460 | \$3,632 | N | N | Y |
| 7 | 1927 | 8 | D/C TCH-C | RANGE C | \$2,018 | \$2,883 | \$3,027 | N | N | Y |
| 7 | 1927 | 6 | D/C TCH-E | RANGE E | \$2,220 | \$3,172 | \$3,329 | N | N | Y |
| 7 | 1421 | 1 | D/E OPR TRN-A | RANGE A | \$2,015 | \$2,880 | \$3,024 | N | N | Y |
| 7 | 1421 | 8 | D/E OPR TRN-C | RANGE C | \$1,679 | \$2,400 | \$2,520 | N | N | Y |
| 7 | 1421 | 6 | D/E OPR TRN-E | RANGE E | \$1,847 | \$2,640 | \$2,772 | N | N | Y |

CSU SALARY SCHEDULE AS OF SEPTEMBER 2008

| BU | Class | Range | Abbreviated Title | Range Title | Min | SSI Max | Max | FLSA | SISA | Shift Diff |
|-----------|--------------|--------------|--------------------------|--------------------|------------|----------------|------------|-------------|-------------|-------------------|
| 7 | 1418 | 1 | D/E OPR-A | RANGE A | \$2,269 | \$3,243 | \$3,405 | N | N | Y |
| 7 | 1418 | 8 | D/E OPR-C | RANGE C | \$1,891 | \$2,703 | \$2,838 | N | N | Y |
| 7 | 1418 | 6 | D/E OPR-E | RANGE E | \$2,080 | \$2,973 | \$3,121 | N | N | Y |
| 7 | 9692 | 1 | DORM SUPVR-A | RANGE A | \$2,240 | \$3,202 | \$3,360 | N | N | Y |
| 7 | 9692 | 8 | DORM SUPVR-C | RANGE C | \$1,867 | \$2,668 | \$2,800 | N | N | Y |
| 7 | 9692 | 6 | DORM SUPVR-E | RANGE E | \$2,053 | \$2,935 | \$3,080 | N | N | Y |
| 7 | 1466 | 1 | DP MCH OP IIA | RANGE A | \$2,569 | \$3,672 | \$3,855 | N | N | Y |
| 7 | 1467 | 1 | DP MCH OP IIA | RANGE A | \$2,478 | \$3,539 | \$3,716 | N | N | Y |
| 7 | 1466 | 8 | DP MCH OP IIC | RANGE C | \$2,141 | \$3,060 | \$3,213 | N | N | Y |
| 7 | 1467 | 8 | DP MCH OP IIC | RANGE C | \$2,065 | \$2,949 | \$3,097 | N | N | Y |
| 7 | 1466 | 6 | DP MCH OP IIE | RANGE E | \$2,355 | \$3,366 | \$3,534 | N | N | Y |
| 7 | 1467 | 6 | DP MCH OP IIE | RANGE E | \$2,272 | \$3,244 | \$3,406 | N | N | Y |
| 7 | 1464 | 1 | DP MCH SUP IA | RANGE A | \$2,863 | \$4,090 | \$4,295 | N | N | Y |
| 7 | 1464 | 8 | DP MCH SUP IC | RANGE C | \$2,386 | \$3,408 | \$3,579 | N | N | Y |
| 7 | 1464 | 6 | DP MCH SUP IE | RANGE E | \$2,624 | \$3,749 | \$3,937 | N | N | Y |
| 7 | 0830 | 1 | DP/GS -12MO/1 | SPECIALIST I | \$2,528 | \$3,613 | \$3,793 | N | N | Y |
| 7 | 0830 | 2 | DP/GS -12MO/2 | SPECIALIST II | \$2,803 | \$4,005 | \$4,203 | N | N | Y |
| 7 | 0832 | 1 | DP/GS-10/12/1 | SPECIALIST I | \$2,107 | \$3,011 | \$3,161 | N | N | Y |
| 7 | 0832 | 2 | DP/GS-10/12/2 | SPECIALIST II | \$2,336 | \$3,338 | \$3,503 | N | N | Y |
| 7 | 0831 | 1 | DP/GS-11/12/1 | SPECIALIST I | \$2,317 | \$3,312 | \$3,477 | N | N | Y |
| 7 | 0831 | 2 | DP/GS-11/12/2 | SPECIALIST II | \$2,569 | \$3,671 | \$3,853 | N | N | Y |
| 7 | 3022 | 1 | DRAFT AID-A | RANGE A | \$2,556 | \$3,653 | \$3,835 | N | N | Y |
| 7 | 3022 | 8 | DRAFT AID-C | RANGE C | \$2,130 | \$3,044 | \$3,196 | N | N | Y |
| 7 | 3022 | 6 | DRAFT AID-E | RANGE E | \$2,343 | \$3,349 | \$3,515 | N | N | Y |
| 7 | 3023 | 1 | DRAFT TCH I-A | RANGE A | \$3,087 | \$4,410 | \$4,632 | N | N | Y |
| 7 | 3023 | 8 | DRAFT TCH I-C | RANGE C | \$2,573 | \$3,675 | \$3,860 | N | N | Y |
| 7 | 3023 | 6 | DRAFT TCH I-E | RANGE E | \$2,830 | \$4,043 | \$4,246 | N | N | Y |
| 7 | 3024 | 1 | DRAFT TCH IIA | RANGE A | \$3,698 | \$5,283 | \$5,546 | N | N | Y |
| 7 | 3024 | 8 | DRAFT TCH IIC | RANGE C | \$3,082 | \$4,403 | \$4,622 | N | N | Y |
| 7 | 3024 | 6 | DRAFT TCH IIE | RANGE E | \$3,390 | \$4,843 | \$5,084 | N | N | Y |
| 7 | 1450 | 1 | DUP M/O I-A | RANGE A | \$2,308 | \$3,299 | \$3,464 | N | N | Y |
| 7 | 1450 | 8 | DUP M/O I-C | RANGE C | \$1,923 | \$2,749 | \$2,887 | N | N | Y |
| 7 | 1450 | 6 | DUP M/O I-E | RANGE E | \$2,116 | \$3,024 | \$3,175 | N | N | Y |
| 7 | 9688 | 1 | HEAD RES I-A | RANGE A | \$2,830 | \$4,043 | \$4,246 | N | N | Y |
| 7 | 9688 | 8 | HEAD RES I-C | RANGE C | \$2,358 | \$3,369 | \$3,538 | N | N | Y |
| 7 | 9688 | 6 | HEAD RES I-E | RANGE E | \$2,594 | \$3,706 | \$3,892 | N | N | Y |
| 7 | 9687 | 1 | HEAD RES II-A | RANGE A | \$3,126 | \$4,467 | \$4,690 | N | N | Y |
| 7 | 9687 | 8 | HEAD RES II-C | RANGE C | \$2,605 | \$3,723 | \$3,908 | N | N | Y |
| 7 | 9687 | 6 | HEAD RES II-E | RANGE E | \$2,866 | \$4,095 | \$4,299 | N | N | Y |
| 7 | 5210 | 1 | HLTH SV AST-A | RANGE A | \$3,428 | \$4,896 | \$5,140 | N | N | Y |
| 7 | 5210 | 8 | HLTH SV AST-C | RANGE C | \$2,857 | \$4,080 | \$4,283 | N | N | Y |
| 7 | 5210 | 6 | HLTH SV AST-E | RANGE E | \$3,142 | \$4,488 | \$4,712 | N | N | Y |
| 7 | 1553 | 1 | INVNTORY CL-A | RANGE A | \$2,343 | \$3,349 | \$3,517 | N | N | Y |
| 7 | 1553 | 8 | INVNTORY CL-C | RANGE C | \$1,953 | \$2,791 | \$2,931 | N | N | Y |
| 7 | 1553 | 6 | INVNTORY CL-E | RANGE E | \$2,148 | \$3,070 | \$3,224 | N | N | Y |
| 7 | 4793 | 1 | LD BUYER IIA | RANGE A | \$3,785 | \$5,409 | \$5,679 | N | N | Y |
| 7 | 4793 | 8 | LD BUYER IIC | RANGE C | \$3,154 | \$4,508 | \$4,733 | N | N | Y |
| 7 | 4793 | 6 | LD BUYER IIE | RANGE E | \$3,470 | \$4,958 | \$5,206 | N | N | Y |
| 7 | 4795 | 1 | LD BUYER IIIA | RANGE A | \$4,168 | \$5,956 | \$6,255 | N | N | Y |

CSU SALARY SCHEDULE AS OF SEPTEMBER 2008

| BU | Class | Range | Abbreviated Title | Range Title | Min | SSI Max | Max | FLSA | SISA | Shift Diff |
|-----------|--------------|--------------|--------------------------|--------------------|------------|----------------|------------|-------------|-------------|-------------------|
| 7 | 4795 | 8 | LD BUYER IIIC | RANGE C | \$3,473 | \$4,963 | \$5,213 | N | N | Y |
| 7 | 4795 | 6 | LD BUYER IIIE | RANGE E | \$3,821 | \$5,460 | \$5,734 | N | N | Y |
| 7 | 2906 | 1 | LIB AST I-A | RANGE A | \$2,704 | \$3,863 | \$4,057 | N | N | Y |
| 7 | 2906 | 8 | LIB AST I-C | RANGE C | \$2,253 | \$3,219 | \$3,381 | N | N | Y |
| 7 | 2906 | 6 | LIB AST I-E | RANGE E | \$2,479 | \$3,541 | \$3,719 | N | N | Y |
| 7 | 2905 | 1 | LIB AST II-A | RANGE A | \$3,060 | \$4,373 | \$4,590 | N | N | Y |
| 7 | 2905 | 8 | LIB AST II-C | RANGE C | \$2,550 | \$3,644 | \$3,825 | N | N | Y |
| 7 | 2905 | 6 | LIB AST II-E | RANGE E | \$2,805 | \$4,009 | \$4,208 | N | N | Y |
| 7 | 2907 | 1 | LIB AST III-A | RANGE A | \$3,326 | \$4,750 | \$4,990 | N | N | Y |
| 7 | 2907 | 8 | LIB AST III-C | RANGE C | \$2,772 | \$3,958 | \$4,158 | N | N | Y |
| 7 | 2907 | 6 | LIB AST III-E | RANGE E | \$3,049 | \$4,354 | \$4,574 | N | N | Y |
| 7 | 2908 | 1 | LIB AST IV-A | RANGE A | \$3,524 | \$5,035 | \$5,288 | N | N | Y |
| 7 | 2908 | 8 | LIB AST IV-C | RANGE C | \$2,937 | \$4,196 | \$4,407 | N | N | Y |
| 7 | 2908 | 6 | LIB AST IV-E | RANGE E | \$3,230 | \$4,615 | \$4,847 | N | N | Y |
| 7 | 2904 | 1 | LIB AST TRN-A | RANGE A | \$2,380 | \$3,399 | \$3,569 | N | N | Y |
| 7 | 2904 | 8 | LIB AST TRN-C | RANGE C | \$1,983 | \$2,833 | \$2,974 | N | N | Y |
| 7 | 2904 | 6 | LIB AST TRN-E | RANGE E | \$2,182 | \$3,116 | \$3,272 | N | N | Y |
| 7 | 1505 | 1 | MAIL CLERK-A | RANGE A | \$2,433 | \$3,477 | \$3,650 | N | N | Y |
| 7 | 1505 | 8 | MAIL CLERK-C | RANGE C | \$2,028 | \$2,898 | \$3,042 | N | N | Y |
| 7 | 1505 | 6 | MAIL CLERK-E | RANGE E | \$2,230 | \$3,187 | \$3,346 | N | N | Y |
| 7 | 1504 | 1 | MAIL SUP I-A | RANGE A | \$2,707 | \$3,868 | \$4,062 | N | N | Y |
| 7 | 1504 | 8 | MAIL SUP I-C | RANGE C | \$2,256 | \$3,223 | \$3,385 | N | N | Y |
| 7 | 1504 | 6 | MAIL SUP I-E | RANGE E | \$2,481 | \$3,546 | \$3,724 | N | N | Y |
| 7 | 1426 | 1 | MCRO TECH-A | RANGE A | \$2,640 | \$3,773 | \$3,961 | N | N | Y |
| 7 | 1426 | 8 | MCRO TECH-C | RANGE C | \$2,200 | \$3,144 | \$3,301 | N | N | Y |
| 7 | 1426 | 6 | MCRO TECH-E | RANGE E | \$2,420 | \$3,459 | \$3,631 | N | N | Y |
| 7 | 1424 | 1 | MCRO TH TRN-A | RANGE A | \$2,295 | \$3,279 | \$3,442 | N | N | Y |
| 7 | 1424 | 8 | MCRO TH TRN-C | RANGE C | \$1,913 | \$2,733 | \$2,868 | N | N | Y |
| 7 | 1424 | 6 | MCRO TH TRN-E | RANGE E | \$2,104 | \$3,006 | \$3,155 | N | N | Y |
| 7 | 1142 | 1 | MED SECTY-A | RANGE A | \$2,845 | \$4,065 | \$4,267 | N | N | Y |
| 7 | 1142 | 8 | MED SECTY-C | RANGE C | \$2,371 | \$3,388 | \$3,556 | N | N | Y |
| 7 | 1142 | 6 | MED SECTY-E | RANGE E | \$2,608 | \$3,726 | \$3,911 | N | N | Y |
| 7 | 1144 | 1 | MED TRANS-A | RANGE A | \$2,545 | \$3,637 | \$3,820 | N | N | Y |
| 7 | 1144 | 8 | MED TRANS-C | RANGE C | \$2,121 | \$3,031 | \$3,183 | N | N | Y |
| 7 | 1144 | 6 | MED TRANS-E | RANGE E | \$2,333 | \$3,334 | \$3,502 | N | N | Y |
| 7 | 1100 | 1 | PAY TECH IA | RANGE A | \$2,754 | \$3,936 | \$4,134 | N | N | Y |
| 7 | 1100 | 8 | PAY TECH IC | RANGE C | \$2,295 | \$3,280 | \$3,445 | N | N | Y |
| 7 | 1100 | 6 | PAY TECH IE | RANGE E | \$2,525 | \$3,608 | \$3,790 | N | N | Y |
| 7 | 1101 | 1 | PAY TECH IIA | RANGE A | \$3,060 | \$4,373 | \$4,590 | N | N | Y |
| 7 | 1101 | 8 | PAY TECH IIC | RANGE C | \$2,550 | \$3,644 | \$3,825 | N | N | Y |
| 7 | 1101 | 6 | PAY TECH IIE | RANGE E | \$2,805 | \$4,009 | \$4,208 | N | N | Y |
| 7 | 1102 | 1 | PAY TECH IIIA | RANGE A | \$3,482 | \$4,975 | \$5,224 | N | N | Y |
| 7 | 1102 | 8 | PAY TECH IIIC | RANGE C | \$2,902 | \$4,146 | \$4,353 | N | N | Y |
| 7 | 1102 | 6 | PAY TECH IIIE | RANGE E | \$3,192 | \$4,560 | \$4,789 | N | N | Y |
| 7 | 1099 | 0 | PAY TECH TRN | | \$2,240 | \$3,202 | \$3,360 | N | N | Y |
| 7 | 1635 | 1 | PHONE OPR-A | RANGE A | \$2,174 | \$3,105 | \$3,259 | N | N | Y |
| 7 | 1635 | 8 | PHONE OPR-C | RANGE C | \$1,812 | \$2,588 | \$2,716 | N | N | Y |
| 7 | 1635 | 6 | PHONE OPR-E | RANGE E | \$1,993 | \$2,846 | \$2,987 | N | N | Y |
| 7 | 8812 | 1 | PO-10/12/1 | OFFICER I | \$2,047 | \$2,923 | \$3,068 | N | N | Y |

CSU SALARY SCHEDULE AS OF SEPTEMBER 2008

| BU | Class | Range | Abbreviated Title | Range Title | Min | SSI Max | Max | FLSA | SISA | Shift Diff |
|-----------|--------------|--------------|--------------------------|--------------------|------------|----------------|------------|-------------|-------------|-------------------|
| 7 | 8812 | 2 | PO-10/12/2 | OFFICER II | \$2,294 | \$3,278 | \$3,442 | N | N | Y |
| 7 | 8811 | 1 | PO-11/12/1 | OFFICER I | \$2,251 | \$3,215 | \$3,375 | N | N | Y |
| 7 | 8811 | 2 | PO-11/12/2 | OFFICER II | \$2,524 | \$3,605 | \$3,786 | N | N | Y |
| 7 | 8810 | 1 | PO-12 MO/1 | OFFICER I | \$2,456 | \$3,507 | \$3,682 | N | N | Y |
| 7 | 8810 | 2 | PO-12 MO/2 | OFFICER II | \$2,753 | \$3,933 | \$4,130 | N | N | Y |
| 7 | 8802 | 1 | POLDIS10/12/1 | DISPATCHER I | \$2,546 | \$3,638 | \$3,820 | N | N | Y |
| 7 | 8802 | 2 | POLDIS10/12/2 | DISPATCHER II | \$2,889 | \$4,128 | \$4,334 | N | N | Y |
| 7 | 8801 | 1 | POLDIS11/12/1 | DISPATCHER I | \$2,800 | \$4,002 | \$4,202 | N | N | Y |
| 7 | 8801 | 2 | POLDIS11/12/2 | DISPATCHER II | \$3,178 | \$4,541 | \$4,768 | N | N | Y |
| 7 | 8800 | 1 | POLDIS-12MO/1 | DISPATCHER I | \$3,055 | \$4,366 | \$4,584 | N | N | Y |
| 7 | 8800 | 2 | POLDIS-12MO/2 | DISPATCHER II | \$3,467 | \$4,954 | \$5,201 | N | N | Y |
| 7 | 1550 | 1 | PROP CLK I-A | RANGE A | \$2,789 | \$3,985 | \$4,184 | N | N | Y |
| 7 | 1550 | 8 | PROP CLK I-C | RANGE C | \$2,324 | \$3,321 | \$3,487 | N | N | Y |
| 7 | 1550 | 6 | PROP CLK I-E | RANGE E | \$2,557 | \$3,653 | \$3,835 | N | N | Y |
| 7 | 1549 | 1 | PROP CLK II-A | RANGE A | \$3,170 | \$4,528 | \$4,753 | N | N | Y |
| 7 | 1549 | 8 | PROP CLK II-C | RANGE C | \$2,642 | \$3,773 | \$3,961 | N | N | Y |
| 7 | 1549 | 6 | PROP CLK II-E | RANGE E | \$2,906 | \$4,151 | \$4,357 | N | N | Y |
| 7 | 1409 | 1 | PWR KEY OPR-A | RANGE A | \$2,472 | \$3,530 | \$3,706 | N | N | Y |
| 7 | 1409 | 8 | PWR KEY OPR-C | RANGE C | \$2,060 | \$2,942 | \$3,088 | N | N | Y |
| 7 | 1409 | 6 | PWR KEY OPR-E | RANGE E | \$2,266 | \$3,236 | \$3,397 | N | N | Y |
| 7 | 1408 | 1 | PWR KEY TRN-A | RANGE A | \$2,295 | \$3,279 | \$3,442 | N | N | Y |
| 7 | 1408 | 8 | PWR KEY TRN-C | RANGE C | \$1,913 | \$2,733 | \$2,868 | N | N | Y |
| 7 | 1408 | 6 | PWR KEY TRN-E | RANGE E | \$2,104 | \$3,006 | \$3,155 | N | N | Y |
| 7 | 1472 | 1 | REPRO ASST-A | RANGE A | \$2,813 | \$4,019 | \$4,219 | N | N | Y |
| 7 | 1472 | 8 | REPRO ASST-C | RANGE C | \$2,344 | \$3,349 | \$3,516 | N | N | Y |
| 7 | 1472 | 6 | REPRO ASST-E | RANGE E | \$2,579 | \$3,684 | \$3,867 | N | N | Y |
| 7 | 1471 | 1 | REPRO SUP I-A | RANGE A | \$3,213 | \$4,590 | \$4,818 | N | N | Y |
| 7 | 1471 | 8 | REPRO SUP I-C | RANGE C | \$2,678 | \$3,825 | \$4,015 | N | N | Y |
| 7 | 1471 | 6 | REPRO SUP I-E | RANGE E | \$2,945 | \$4,208 | \$4,417 | N | N | Y |
| 7 | 1502 | 1 | S&R AST I-A | RANGE A | \$2,707 | \$3,868 | \$4,062 | N | N | Y |
| 7 | 1502 | 8 | S&R AST I-C | RANGE C | \$2,256 | \$3,223 | \$3,385 | N | N | Y |
| 7 | 1502 | 6 | S&R AST I-E | RANGE E | \$2,481 | \$3,546 | \$3,724 | N | N | Y |
| 7 | 1727 | 1 | S,ACCT CLK IA | RANGE A | \$2,920 | \$4,171 | \$4,379 | N | N | Y |
| 7 | 1727 | 6 | S,ACCT CLK IE | RANGE E | \$2,677 | \$3,823 | \$4,014 | N | N | Y |
| 7 | 1727 | 8 | S,ACCT CLK IC | RANGE C | \$2,433 | \$3,476 | \$3,649 | N | N | Y |
| 7 | 1428 | 1 | S,MCRO TH I-A | RANGE A | \$2,856 | \$4,081 | \$4,285 | N | N | Y |
| 7 | 1428 | 8 | S,MCRO TH I-C | RANGE C | \$2,380 | \$3,401 | \$3,571 | N | N | Y |
| 7 | 1428 | 6 | S,MCRO TH I-E | RANGE E | \$2,618 | \$3,741 | \$3,928 | N | N | Y |
| 7 | 1430 | 1 | S,MCRO TH IIA | RANGE A | \$3,115 | \$4,450 | \$4,672 | N | N | Y |
| 7 | 1430 | 8 | S,MCRO TH IIC | RANGE C | \$2,596 | \$3,708 | \$3,893 | N | N | Y |
| 7 | 1430 | 6 | S,MCRO TH IIE | RANGE E | \$2,855 | \$4,079 | \$4,283 | N | N | Y |
| 7 | 1628 | 1 | S,PHONE OPR-A | RANGE A | \$2,459 | \$3,513 | \$3,688 | N | N | Y |
| 7 | 1628 | 8 | S,PHONE OPR-C | RANGE C | \$2,049 | \$2,928 | \$3,073 | N | N | Y |
| 7 | 1628 | 6 | S,PHONE OPR-E | RANGE E | \$2,254 | \$3,220 | \$3,381 | N | N | Y |
| 7 | 1928 | 1 | SR D/C TCH-A | RANGE A | \$2,705 | \$3,865 | \$4,059 | N | N | Y |
| 7 | 1928 | 8 | SR D/C TCH-C | RANGE C | \$2,254 | \$3,221 | \$3,383 | N | N | Y |
| 7 | 1928 | 6 | SR D/C TCH-E | RANGE E | \$2,480 | \$3,543 | \$3,721 | N | N | Y |
| 7 | 1416 | 1 | SR D/E OP-A | RANGE A | \$2,532 | \$3,619 | \$3,798 | N | N | Y |
| 7 | 1416 | 8 | SR D/E OP-C | RANGE C | \$2,110 | \$3,016 | \$3,165 | N | N | Y |

CSU SALARY SCHEDULE AS OF SEPTEMBER 2008

| BU | Class | Range | Abbreviated Title | Range Title | Min | SSI Max | Max | FLSA | SISA | Shift Diff |
|-----------|--------------|--------------|--------------------------|--------------------|------------|----------------|------------|-------------|-------------|-------------------|
| 7 | 1416 | 6 | SR D/E OP-E | RANGE E | \$2,321 | \$3,317 | \$3,482 | N | N | Y |
| 7 | 1509 | 1 | STOCK CLERK-A | RANGE A | \$2,525 | \$3,608 | \$3,788 | N | N | Y |
| 7 | 1509 | 8 | STOCK CLERK-C | RANGE C | \$2,104 | \$3,007 | \$3,157 | N | N | Y |
| 7 | 1509 | 6 | STOCK CLERK-E | RANGE E | \$2,315 | \$3,307 | \$3,472 | N | N | Y |
| 7 | 1506 | 1 | STOREKEEP I-A | RANGE A | \$2,707 | \$3,868 | \$4,062 | N | N | Y |
| 7 | 1506 | 8 | STOREKEEP I-C | RANGE C | \$2,256 | \$3,223 | \$3,385 | N | N | Y |
| 7 | 1506 | 6 | STOREKEEP I-E | RANGE E | \$2,481 | \$3,546 | \$3,724 | N | N | Y |
| 9 | 1514 | 1 | A/E/ATT I-A | RANGE A | \$2,363 | \$3,376 | \$3,544 | N | N | Y |
| 9 | 1514 | 8 | A/E/ATT I-C | RANGE C | \$1,969 | \$2,813 | \$2,953 | N | N | Y |
| 9 | 1514 | 6 | A/E/ATT I-E | RANGE E | \$2,166 | \$3,095 | \$3,249 | N | N | Y |
| 9 | 1513 | 1 | A/E/ATT II-A | RANGE A | \$2,639 | \$3,772 | \$3,960 | N | N | Y |
| 9 | 1513 | 8 | A/E/ATT II-C | RANGE C | \$2,199 | \$3,143 | \$3,300 | N | N | Y |
| 9 | 1513 | 6 | A/E/ATT II-E | RANGE E | \$2,419 | \$3,458 | \$3,630 | N | N | Y |
| 9 | 5784 | 1 | AA&I IA | RANGE A | \$4,161 | \$5,946 | \$6,243 | E | N | N |
| 9 | 5784 | 8 | AA&I IC | RANGE C | \$3,468 | \$4,955 | \$5,203 | E | N | N |
| 9 | 5784 | 6 | AA&I IE | RANGE E | \$3,814 | \$5,451 | \$5,723 | E | N | N |
| 9 | 5783 | 1 | AA&I IIA | RANGE A | \$5,255 | \$7,508 | \$7,881 | E | N | N |
| 9 | 5783 | 8 | AA&I IIC | RANGE C | \$4,379 | \$6,257 | \$6,568 | E | N | N |
| 9 | 5783 | 6 | AA&I IIE | RANGE E | \$4,817 | \$6,882 | \$7,224 | E | N | N |
| 9 | 5787 | 1 | AA&I IIIA | RANGE A | \$6,649 | \$9,500 | \$9,973 | E | N | N |
| 9 | 5787 | 8 | AA&I IIIC | RANGE C | \$5,541 | \$7,917 | \$8,311 | E | N | N |
| 9 | 5787 | 6 | AA&I IIIE | RANGE E | \$6,095 | \$8,708 | \$9,142 | E | N | N |
| 9 | 1036 | 4 | AA/S-10/12-E3 | EXEMPT III | \$4,858 | \$7,282 | \$7,828 | E | N | N |
| 9 | 1036 | 2 | AA/S-10/12EI | EXEMPT I | \$3,204 | \$4,578 | \$4,808 | E | N | N |
| 9 | 1036 | 3 | AA/S-10/12EII | EXEMPT II | \$3,859 | \$5,513 | \$5,788 | E | N | N |
| 9 | 1036 | 1 | AA/S-10/12-NE | NON-EXEMPT | \$2,704 | \$3,863 | \$4,328 | N | N | Y |
| 9 | 1037 | 4 | AA/S-11/12-E3 | EXEMPT III | \$5,344 | \$8,010 | \$8,610 | E | N | N |
| 9 | 1037 | 2 | AA/S-11/12EI | EXEMPT I | \$3,525 | \$5,036 | \$5,289 | E | N | N |
| 9 | 1037 | 3 | AA/S-11/12EII | EXEMPT II | \$4,245 | \$6,065 | \$6,367 | E | N | N |
| 9 | 1037 | 1 | AA/S-11/12-NE | NON-EXEMPT | \$2,975 | \$4,249 | \$4,760 | N | N | Y |
| 9 | 1038 | 4 | AA/S-12MO-E3 | EXEMPT III | \$5,830 | \$8,738 | \$9,393 | E | N | N |
| 9 | 1038 | 2 | AA/S-12MO-EI | EXEMPT I | \$3,845 | \$5,494 | \$5,770 | E | N | N |
| 9 | 1038 | 3 | AA/S-12MO-EII | EXEMPT II | \$4,631 | \$6,616 | \$6,946 | E | N | N |
| 9 | 1038 | 1 | AA/S-12MO-NE | NON-EXEMPT | \$3,245 | \$4,635 | \$5,193 | N | N | Y |
| 9 | 2867 | 1 | ACCOMP I-A | RANGE A | \$2,556 | \$3,653 | \$3,835 | N | N | Y |
| 9 | 2867 | 8 | ACCOMP I-C | RANGE C | \$2,130 | \$3,044 | \$3,196 | N | N | Y |
| 9 | 2867 | 6 | ACCOMP I-E | RANGE E | \$2,343 | \$3,349 | \$3,515 | N | N | Y |
| 9 | 2866 | 1 | ACCOMP II-A | RANGE A | \$3,130 | \$4,473 | \$4,695 | N | N | Y |
| 9 | 2866 | 8 | ACCOMP II-C | RANGE C | \$2,608 | \$3,728 | \$3,913 | N | N | Y |
| 9 | 2866 | 6 | ACCOMP II-E | RANGE E | \$2,869 | \$4,100 | \$4,304 | N | N | Y |
| 9 | 1762 | 1 | ACCT I-A | RANGE A | \$3,616 | \$5,168 | \$5,424 | N | N | Y |
| 9 | 1762 | 8 | ACCT I-C | RANGE C | \$3,013 | \$4,307 | \$4,520 | N | N | Y |
| 9 | 1762 | 6 | ACCT I-E | RANGE E | \$3,315 | \$4,737 | \$4,972 | N | N | Y |
| 9 | 4555 | 1 | ACCT II-A | RANGE A | \$3,948 | \$5,642 | \$5,921 | E | N | N |
| 9 | 4555 | 8 | ACCT II-C | RANGE C | \$3,290 | \$4,702 | \$4,934 | E | N | N |
| 9 | 4555 | 6 | ACCT II-E | RANGE E | \$3,619 | \$5,172 | \$5,428 | E | N | N |
| 9 | 5255 | 1 | ADM TRAINEE-A | RANGE A | \$2,826 | \$4,039 | \$4,242 | N | N | Y |
| 9 | 5255 | 8 | ADM TRAINEE-C | RANGE C | \$2,355 | \$3,366 | \$3,535 | N | N | Y |
| 9 | 5255 | 6 | ADM TRAINEE-E | RANGE E | \$2,591 | \$3,702 | \$3,889 | N | N | Y |

CSU SALARY SCHEDULE AS OF SEPTEMBER 2008

| BU | Class | Range | Abbreviated Title | Range Title | Min | SSI Max | Max | FLSA | SISA | Shift Diff |
|-----------|--------------|--------------|--------------------------|--------------------|------------|----------------|------------|-------------|-------------|-------------------|
| 9 | 0402 | 2 | AN/PRG-10/12C | CAREER | \$3,595 | \$6,020 | \$7,359 | E | N | N |
| 9 | 0402 | 3 | AN/PRG-10/12E | EXPERT | \$5,138 | \$7,357 | \$8,250 | E | N | N |
| 9 | 0402 | 1 | AN/PRG-10/12F | FOUNDATION | \$2,853 | \$4,073 | \$4,555 | N | N | Y |
| 9 | 0401 | 2 | AN/PRG-11/12C | CAREER | \$3,955 | \$6,622 | \$8,095 | E | N | N |
| 9 | 0401 | 3 | AN/PRG-11/12E | EXPERT | \$5,652 | \$8,092 | \$9,075 | E | N | N |
| 9 | 0401 | 1 | AN/PRG-11/12F | FOUNDATION | \$3,139 | \$4,480 | \$5,011 | N | N | Y |
| 9 | 0670 | 1 | ANIMAL TECH-A | RANGE A | \$3,590 | \$5,129 | \$5,385 | N | N | Y |
| 9 | 0670 | 8 | ANIMAL TECH-C | RANGE C | \$2,992 | \$4,274 | \$4,488 | N | N | Y |
| 9 | 0670 | 6 | ANIMAL TECH-E | RANGE E | \$3,291 | \$4,702 | \$4,936 | N | N | Y |
| 9 | 0400 | 2 | ANLST/PRG-12C | CAREER | \$4,314 | \$7,224 | \$8,831 | E | N | N |
| 9 | 0400 | 3 | ANLST/PRG-12E | EXPERT | \$6,166 | \$8,828 | \$9,900 | E | N | N |
| 9 | 0400 | 1 | ANLST/PRG-12F | FOUNDATION | \$3,424 | \$4,887 | \$5,466 | N | N | Y |
| 9 | 5284 | 1 | ASOC BUD AN-A | RANGE A | \$4,550 | \$6,500 | \$6,824 | E | N | N |
| 9 | 5284 | 8 | ASOC BUD AN-C | RANGE C | \$3,792 | \$5,417 | \$5,687 | E | N | N |
| 9 | 5284 | 6 | ASOC BUD AN-E | RANGE E | \$4,171 | \$5,958 | \$6,255 | E | N | N |
| 9 | 5287 | 1 | AST BUD AN-A | RANGE A | \$3,781 | \$5,404 | \$5,674 | N | N | Y |
| 9 | 5287 | 8 | AST BUD AN-C | RANGE C | \$3,151 | \$4,503 | \$4,728 | N | N | Y |
| 9 | 5287 | 6 | AST BUD AN-E | RANGE E | \$3,466 | \$4,954 | \$5,201 | N | N | Y |
| 9 | 0852 | 0 | BC ENGR 10/12 | | \$4,057 | \$5,794 | \$6,083 | E | N | N |
| 9 | 0851 | 0 | BC ENGR 11/12 | | \$4,462 | \$6,374 | \$6,692 | E | N | N |
| 9 | 0850 | 0 | BC ENGR -12MO | | \$4,868 | \$6,953 | \$7,300 | E | N | N |
| 9 | 7210 | 0 | CATSCRBR-8/12 | | \$1,761 | \$2,547 | \$2,872 | N | N | Y |
| 9 | 7180 | 1 | CATSCRBR-A | RANGE A | \$2,642 | \$3,820 | \$4,308 | N | N | Y |
| 9 | 7180 | 8 | CATSCRBR-C | RANGE C | \$2,202 | \$3,183 | \$3,590 | N | N | Y |
| 9 | 7180 | 6 | CATSCRBR-E | RANGE E | \$2,422 | \$3,502 | \$3,949 | N | N | Y |
| 9 | 0301 | 1 | CMA APA-A | RANGE A | \$4,495 | \$6,424 | \$6,744 | N | N | Y |
| 9 | 0301 | 8 | CMA APA-C | RANGE C | \$3,746 | \$5,353 | \$5,620 | N | N | Y |
| 9 | 0301 | 6 | CMA APA-E | RANGE E | \$4,120 | \$5,889 | \$6,182 | N | N | Y |
| 9 | 0302 | 3 | CMA SAO I-CR | CRUISE | \$3,855 | \$5,505 | \$5,781 | N | N | Y |
| 9 | 0303 | 3 | CMA SAO II-CR | CRUISE | \$4,266 | \$6,096 | \$6,399 | N | N | Y |
| 9 | 0303 | 1 | CMA SAO II-NC | NON-CRUISE | \$3,739 | \$5,344 | \$5,610 | N | N | Y |
| 9 | 0302 | 1 | CMA SAO I-NC | NON-CRUISE | \$3,378 | \$4,827 | \$5,066 | N | N | Y |
| 9 | 0300 | 1 | CMA SSA-A | RANGE A | \$3,739 | \$5,344 | \$5,610 | N | N | Y |
| 9 | 0300 | 8 | CMA SSA-C | RANGE C | \$3,116 | \$4,453 | \$4,675 | N | N | Y |
| 9 | 0300 | 6 | CMA SSA-E | RANGE E | \$3,427 | \$4,899 | \$5,143 | N | N | Y |
| 9 | 0648 | 1 | CROP TECH IA | RANGE A | \$3,171 | \$4,530 | \$4,757 | O | N | Y |
| 9 | 0648 | 8 | CROP TECH IC | RANGE C | \$2,643 | \$3,775 | \$3,964 | O | N | Y |
| 9 | 0648 | 6 | CROP TECH IE | RANGE E | \$2,907 | \$4,153 | \$4,361 | O | N | Y |
| 9 | 0651 | 1 | CROP TECH IIA | RANGE A | \$3,475 | \$4,965 | \$5,214 | O | N | Y |
| 9 | 0651 | 8 | CROP TECH IIC | RANGE C | \$2,896 | \$4,138 | \$4,345 | O | N | Y |
| 9 | 0651 | 6 | CROP TECH IIE | RANGE E | \$3,185 | \$4,551 | \$4,780 | O | N | Y |
| 9 | 6970 | 1 | DIVE SAF OF-A | RANGE A | \$4,264 | \$6,093 | \$6,398 | E | N | N |
| 9 | 6970 | 8 | DIVE SAF OF-C | RANGE C | \$3,553 | \$5,078 | \$5,332 | E | N | N |
| 9 | 6970 | 6 | DIVE SAF OF-E | RANGE E | \$3,909 | \$5,585 | \$5,865 | E | N | N |
| 9 | 7000 | 1 | EQ MTN ASST-A | RANGE A | \$3,087 | \$4,410 | \$4,632 | N | N | Y |
| 9 | 7000 | 8 | EQ MTN ASST-C | RANGE C | \$2,573 | \$3,675 | \$3,860 | N | N | Y |
| 9 | 7000 | 6 | EQ MTN ASST-E | RANGE E | \$2,830 | \$4,043 | \$4,246 | N | N | Y |
| 9 | 0442 | 2 | EQSYSP-10/12C | CAREER | \$2,786 | \$4,058 | \$4,598 | N | N | Y |
| 9 | 0442 | 3 | EQSYSP-10/12E | EXPERT | \$3,483 | \$4,976 | \$5,223 | N | N | Y |

CSU SALARY SCHEDULE AS OF SEPTEMBER 2008

| BU | Class | Range | Abbreviated Title | Range Title | Min | SSI Max | Max | FLSA | SISA | Shift Diff |
|-----------|--------------|--------------|--------------------------|--------------------|------------|----------------|------------|-------------|-------------|-------------------|
| 9 | 0442 | 1 | EQSYSP-10/12F | FOUNDATION | \$2,367 | \$3,383 | \$3,551 | N | N | Y |
| 9 | 0441 | 2 | EQSYSP-11/12C | CAREER | \$3,064 | \$4,463 | \$5,058 | N | N | Y |
| 9 | 0441 | 3 | EQSYSP-11/12E | EXPERT | \$3,831 | \$5,473 | \$5,745 | N | N | Y |
| 9 | 0441 | 1 | EQSYSP-11/12F | FOUNDATION | \$2,603 | \$3,722 | \$3,906 | N | N | Y |
| 9 | 0440 | 2 | EQSYSP-12C | CAREER | \$3,343 | \$4,869 | \$5,518 | N | N | Y |
| 9 | 0440 | 3 | EQSYSP-12E | EXPERT | \$4,179 | \$5,971 | \$6,267 | N | N | Y |
| 9 | 0440 | 1 | EQSYSP-12F | FOUNDATION | \$2,840 | \$4,060 | \$4,261 | N | N | Y |
| 9 | 7003 | 8 | ET I,ELEC | RANGE C | \$2,812 | \$4,017 | \$4,218 | N | N | Y |
| 9 | 7002 | 1 | ET IA,E/M | RANGE A | \$3,374 | \$4,820 | \$5,061 | N | N | Y |
| 9 | 7003 | 1 | ET IA,ELEC | RANGE A | \$3,374 | \$4,820 | \$5,061 | N | N | Y |
| 9 | 7001 | 1 | ET IA,MECH | RANGE A | \$3,374 | \$4,820 | \$5,061 | N | N | Y |
| 9 | 7004 | 1 | ET IA,S/E | RANGE A | \$3,374 | \$4,820 | \$5,061 | N | N | Y |
| 9 | 7002 | 8 | ET IC,E/M | RANGE C | \$2,812 | \$4,017 | \$4,218 | N | N | Y |
| 9 | 7001 | 8 | ET IC,MECH | RANGE C | \$2,812 | \$4,017 | \$4,218 | N | N | Y |
| 9 | 7004 | 8 | ET IC,S/E | RANGE C | \$2,812 | \$4,017 | \$4,218 | N | N | Y |
| 9 | 7002 | 6 | ET IE,E/M | RANGE E | \$3,093 | \$4,418 | \$4,639 | N | N | Y |
| 9 | 7003 | 6 | ET IE,ELEC | RANGE E | \$3,093 | \$4,418 | \$4,639 | N | N | Y |
| 9 | 7001 | 6 | ET IE,MECH | RANGE E | \$3,093 | \$4,418 | \$4,639 | N | N | Y |
| 9 | 7004 | 6 | ET IE,S/E | RANGE E | \$3,093 | \$4,418 | \$4,639 | N | N | Y |
| 9 | 7012 | 1 | ET IIA,E/M | RANGE A | \$3,698 | \$5,283 | \$5,546 | N | N | Y |
| 9 | 7013 | 1 | ET IIA,ELEC | RANGE A | \$3,698 | \$5,283 | \$5,546 | N | N | Y |
| 9 | 7011 | 1 | ET IIA,MECH | RANGE A | \$3,698 | \$5,283 | \$5,546 | N | N | Y |
| 9 | 7014 | 1 | ET IIA,S/E | RANGE A | \$3,698 | \$5,283 | \$5,546 | N | N | Y |
| 9 | 7012 | 8 | ET IIC,E/M | RANGE C | \$3,082 | \$4,403 | \$4,622 | N | N | Y |
| 9 | 7013 | 8 | ET IIC,ELEC | RANGE C | \$3,082 | \$4,403 | \$4,622 | N | N | Y |
| 9 | 7011 | 8 | ET IIC,MECH | RANGE C | \$3,082 | \$4,403 | \$4,622 | N | N | Y |
| 9 | 7014 | 8 | ET IIC,S/E | RANGE C | \$3,082 | \$4,403 | \$4,622 | N | N | Y |
| 9 | 7012 | 6 | ET IIE,E/M | RANGE E | \$3,390 | \$4,843 | \$5,084 | N | N | Y |
| 9 | 7013 | 6 | ET IIE,ELEC | RANGE E | \$3,390 | \$4,843 | \$5,084 | N | N | Y |
| 9 | 7011 | 6 | ET IIE,MECH | RANGE E | \$3,390 | \$4,843 | \$5,084 | N | N | Y |
| 9 | 7014 | 6 | ET IIE,S/E | RANGE E | \$3,390 | \$4,843 | \$5,084 | N | N | Y |
| 9 | 7022 | 1 | ET IIIA, E/M | RANGE A | \$4,053 | \$5,792 | \$6,080 | N | N | Y |
| 9 | 7023 | 1 | ET IIIA, ELEC | RANGE A | \$4,053 | \$5,792 | \$6,080 | N | N | Y |
| 9 | 7021 | 1 | ET IIIA, MECH | RANGE A | \$4,053 | \$5,792 | \$6,080 | N | N | Y |
| 9 | 7024 | 1 | ET IIIA, S/E | RANGE A | \$4,053 | \$5,792 | \$6,080 | N | N | Y |
| 9 | 7022 | 8 | ET IIIC, E/M | RANGE C | \$3,378 | \$4,827 | \$5,067 | N | N | Y |
| 9 | 7023 | 8 | ET IIIC, ELEC | RANGE C | \$3,378 | \$4,827 | \$5,067 | N | N | Y |
| 9 | 7021 | 8 | ET IIIC, MECH | RANGE C | \$3,378 | \$4,827 | \$5,067 | N | N | Y |
| 9 | 7024 | 8 | ET IIIC, S/E | RANGE C | \$3,378 | \$4,827 | \$5,067 | N | N | Y |
| 9 | 7022 | 6 | ET IIIE, E/M | RANGE E | \$3,715 | \$5,309 | \$5,573 | N | N | Y |
| 9 | 7023 | 6 | ET IIIE, ELEC | RANGE E | \$3,715 | \$5,309 | \$5,573 | N | N | Y |
| 9 | 7021 | 6 | ET IIIE, MECH | RANGE E | \$3,715 | \$5,309 | \$5,573 | N | N | Y |
| 9 | 7024 | 6 | ET IIIE, S/E | RANGE E | \$3,715 | \$5,309 | \$5,573 | N | N | Y |
| 9 | 8832 | 0 | F/A ENGR10/12 | | \$2,851 | \$4,075 | \$4,278 | N | N | N |
| 9 | 8831 | 0 | F/A ENGR11/12 | | \$3,136 | \$4,483 | \$4,706 | N | N | N |
| 9 | 8830 | 0 | F/A ENGR-12MO | | \$3,421 | \$4,890 | \$5,134 | N | N | N |
| 9 | 0638 | 1 | FARM LABR-A | RANGE A | \$2,400 | \$3,429 | \$3,600 | O | N | N |
| 9 | 0638 | 8 | FARM LABR-C | RANGE C | \$2,000 | \$2,858 | \$3,000 | O | N | N |
| 9 | 0638 | 6 | FARM LABR-E | RANGE E | \$2,200 | \$3,143 | \$3,300 | O | N | N |

CSU SALARY SCHEDULE AS OF SEPTEMBER 2008

| BU | Class | Range | Abbreviated Title | Range Title | Min | SSI Max | Max | FLSA | SISA | Shift Diff |
|-----------|--------------|--------------|--------------------------|--------------------|------------|--------------------|------------|-------------|-------------|-----------------------|
| 9 | 0627 | 1 | FARM SUP IA | RANGE A | \$3,641 | \$5,201 | \$5,460 | E | N | N |
| 9 | 0627 | 8 | FARM SUP IC | RANGE C | \$3,034 | \$4,334 | \$4,550 | E | N | N |
| 9 | 0627 | 6 | FARM SUP IE | RANGE E | \$3,338 | \$4,768 | \$5,005 | E | N | N |
| 9 | 5330 | 1 | FED PRG COR-A | RANGE A | \$3,899 | \$5,573 | \$5,850 | E | N | N |
| 9 | 5330 | 8 | FED PRG COR-C | RANGE C | \$3,249 | \$4,644 | \$4,875 | E | N | N |
| 9 | 5330 | 6 | FED PRG COR-E | RANGE E | \$3,574 | \$5,109 | \$5,363 | E | N | N |
| 9 | 0687 | 1 | FEEDMILL OP-A | RANGE A | \$3,475 | \$4,965 | \$5,214 | O | N | N |
| 9 | 0687 | 8 | FEEDMILL OP-C | RANGE C | \$2,896 | \$4,138 | \$4,345 | O | N | N |
| 9 | 0687 | 6 | FEEDMILL OP-E | RANGE E | \$3,185 | \$4,551 | \$4,780 | O | N | N |
| 9 | 6960 | 1 | FSH HCH MGR-A | RANGE A | \$3,590 | \$5,129 | \$5,385 | E | N | N |
| 9 | 6960 | 8 | FSH HCH MGR-C | RANGE C | \$2,992 | \$4,274 | \$4,488 | E | N | N |
| 9 | 6960 | 6 | FSH HCH MGR-E | RANGE E | \$3,291 | \$4,702 | \$4,936 | E | N | N |
| 9 | 7512 | 1 | GLASSBLOWER-A | RANGE A | \$3,973 | \$5,677 | \$5,959 | N | N | Y |
| 9 | 7512 | 8 | GLASSBLOWER-C | RANGE C | \$3,311 | \$4,731 | \$4,966 | N | N | Y |
| 9 | 7512 | 6 | GLASSBLOWER-E | RANGE E | \$3,642 | \$5,204 | \$5,462 | N | N | Y |
| 9 | 0822 | 1 | GRDSNR10/12/1 | DESIGNER I | \$2,651 | \$3,789 | \$3,978 | N | N | Y |
| 9 | 0822 | 2 | GRDSNR10/12/2 | DESIGNER II | \$3,057 | \$4,368 | \$4,585 | N | N | Y |
| 9 | 0822 | 3 | GRDSNR10/12/3 | DESIGNER III | \$3,375 | \$4,823 | \$5,063 | N | N | Y |
| 9 | 0821 | 1 | GRDSNR11/12/1 | DESIGNER I | \$2,916 | \$4,168 | \$4,376 | N | N | Y |
| 9 | 0821 | 2 | GRDSNR11/12/2 | DESIGNER II | \$3,362 | \$4,804 | \$5,044 | N | N | Y |
| 9 | 0821 | 3 | GRDSNR11/12/3 | DESIGNER III | \$3,713 | \$5,305 | \$5,569 | N | N | Y |
| 9 | 0820 | 1 | GRDSNR-12/1 | DESIGNER I | \$3,181 | \$4,547 | \$4,774 | N | N | Y |
| 9 | 0820 | 2 | GRDSNR-12/2 | DESIGNER II | \$3,668 | \$5,241 | \$5,502 | N | N | Y |
| 9 | 0820 | 3 | GRDSNR-12/3 | DESIGNER III | \$4,050 | \$5,787 | \$6,075 | N | N | Y |
| 9 | 7193 | 0 | HOURLY I/R/C | | \$16 | \$83 | \$135 | N | N | Y |
| 9 | 1577 | 1 | I/S ASST IA | RANGE A | \$2,433 | \$3,477 | \$3,650 | N | N | Y |
| 9 | 1577 | 8 | I/S ASST IC | RANGE C | \$2,028 | \$2,898 | \$3,042 | N | N | Y |
| 9 | 1577 | 6 | I/S ASST IE | RANGE E | \$2,230 | \$3,187 | \$3,346 | N | N | Y |
| 9 | 1578 | 1 | I/S ASST IIA | RANGE A | \$2,719 | \$3,885 | \$4,079 | N | N | Y |
| 9 | 1578 | 8 | I/S ASST IIC | RANGE C | \$2,266 | \$3,238 | \$3,399 | N | N | Y |
| 9 | 1578 | 6 | I/S ASST IIE | RANGE E | \$2,492 | \$3,561 | \$3,739 | N | N | Y |
| 9 | 1579 | 1 | I/S ASST IIIA | RANGE A | \$3,087 | \$4,410 | \$4,632 | N | N | Y |
| 9 | 1579 | 8 | I/S ASST IIIC | RANGE C | \$2,573 | \$3,675 | \$3,860 | N | N | Y |
| 9 | 1579 | 6 | I/S ASST IIIE | RANGE E | \$2,830 | \$4,043 | \$4,246 | N | N | Y |
| 9 | 1619 | 1 | I/S TCH IIIA | RANGE A | \$4,053 | \$5,792 | \$6,080 | N | N | Y |
| 9 | 1619 | 8 | I/S TCH IIIC | RANGE C | \$3,378 | \$4,827 | \$5,067 | N | N | Y |
| 9 | 1619 | 6 | I/S TCH IIIE | RANGE E | \$3,715 | \$5,309 | \$5,573 | N | N | Y |
| 9 | 1615 | 1 | I/S TECH IA | RANGE A | \$3,374 | \$4,820 | \$5,061 | N | N | Y |
| 9 | 1615 | 8 | I/S TECH IC | RANGE C | \$2,812 | \$4,017 | \$4,218 | N | N | Y |
| 9 | 1615 | 6 | I/S TECH IE | RANGE E | \$3,093 | \$4,418 | \$4,639 | N | N | Y |
| 9 | 1617 | 1 | I/S TECH IIA | RANGE A | \$3,698 | \$5,283 | \$5,546 | N | N | Y |
| 9 | 1617 | 8 | I/S TECH IIC | RANGE C | \$3,082 | \$4,403 | \$4,622 | N | N | Y |
| 9 | 1617 | 6 | I/S TECH IIE | RANGE E | \$3,390 | \$4,843 | \$5,084 | N | N | Y |
| 9 | 7169 | 1 | INTERPRTR IIA | RANGE A | \$4,675 | \$7,197 | \$8,421 | N | N | Y |
| 9 | 7169 | 2 | INTERPRTR IIB | RANGE B | \$5,364 | \$8,091 | \$9,358 | N | N | Y |
| 9 | 7170 | 1 | INTRPRTR IA | RANGE A | \$2,483 | \$5,478 | \$7,485 | N | N | Y |
| 9 | 7170 | 8 | INTRPRTR IC | RANGE C | \$2,069 | \$4,565 | \$6,238 | N | N | Y |
| 9 | 7170 | 6 | INTRPRTR IE | RANGE E | \$2,276 | \$5,022 | \$6,861 | N | N | Y |
| 9 | 7169 | 8 | INTRPRTR IIC | RANGE C | \$3,896 | \$5,998 | \$7,018 | N | N | Y |

CSU SALARY SCHEDULE AS OF SEPTEMBER 2008

| BU | Class | Range | Abbreviated Title | Range Title | Min | SSI Max | Max | FLSA | SISA | Shift Diff |
|-----------|--------------|--------------|--------------------------|--------------------|------------|----------------|------------|-------------|-------------|-------------------|
| 9 | 7169 | 9 | INTRPRTR IID | RANGE D | \$4,470 | \$6,743 | \$7,798 | N | N | Y |
| 9 | 7169 | 6 | INTRPRTR IIE | RANGE E | \$4,285 | \$6,597 | \$7,719 | N | N | Y |
| 9 | 7169 | 7 | INTRPRTR IIF | RANGE F | \$4,917 | \$7,417 | \$8,578 | N | N | Y |
| 9 | 7168 | 1 | INTRPRTR LDA | RANGE A | \$4,909 | \$8,353 | \$10,293 | N | N | Y |
| 9 | 7168 | 8 | INTRPRTR LDC | RANGE C | \$4,091 | \$6,961 | \$8,578 | N | N | Y |
| 9 | 7168 | 6 | INTRPRTR LDE | RANGE E | \$4,500 | \$7,657 | \$9,435 | N | N | Y |
| 9 | 7200 | 0 | INTRPTR1 8/12 | | \$1,655 | \$3,652 | \$4,990 | N | N | Y |
| 9 | 7201 | 1 | INTRPTR2A8/12 | RANGE A | \$3,117 | \$4,798 | \$5,614 | N | N | Y |
| 9 | 7201 | 2 | INTRPTR2B8/12 | RANGE B | \$3,576 | \$5,394 | \$6,239 | N | N | Y |
| 9 | 7202 | 0 | INTRPTRLD8/12 | | \$3,273 | \$5,569 | \$6,862 | N | N | Y |
| 9 | 0422 | 2 | ITC-10/12C | CAREER | \$3,595 | \$6,020 | \$7,359 | E | N | N |
| 9 | 0422 | 3 | ITC-10/12E | EXPERT | \$5,138 | \$7,357 | \$8,250 | E | N | N |
| 9 | 0422 | 1 | ITC-10/12F | FOUNDATION | \$2,853 | \$4,073 | \$4,555 | N | N | Y |
| 9 | 0421 | 2 | ITC-11/12C | CAREER | \$3,955 | \$6,622 | \$8,095 | E | N | N |
| 9 | 0421 | 3 | ITC-11/12E | EXPERT | \$5,652 | \$8,092 | \$9,075 | E | N | N |
| 9 | 0421 | 1 | ITC-11/12F | FOUNDATION | \$3,139 | \$4,480 | \$5,011 | N | N | Y |
| 9 | 0420 | 2 | ITC-12C | CAREER | \$4,314 | \$7,224 | \$8,831 | E | N | N |
| 9 | 0420 | 3 | ITC-12E | EXPERT | \$6,166 | \$8,828 | \$9,900 | E | N | N |
| 9 | 0420 | 1 | ITC-12F | FOUNDATION | \$3,424 | \$4,887 | \$5,466 | N | N | Y |
| 9 | 7888 | 1 | LAB AST I-A | RANGE A | \$2,121 | \$3,032 | \$3,182 | N | N | Y |
| 9 | 7888 | 8 | LAB AST I-C | RANGE C | \$1,768 | \$2,527 | \$2,652 | N | N | Y |
| 9 | 7888 | 6 | LAB AST I-E | RANGE E | \$1,944 | \$2,779 | \$2,917 | N | N | Y |
| 9 | 7879 | 1 | LAB AST II-A | RANGE A | \$2,276 | \$3,253 | \$3,414 | N | N | Y |
| 9 | 7879 | 8 | LAB AST II-C | RANGE C | \$1,897 | \$2,711 | \$2,845 | N | N | Y |
| 9 | 7879 | 6 | LAB AST II-E | RANGE E | \$2,086 | \$2,982 | \$3,130 | N | N | Y |
| 9 | 0663 | 1 | LVSTK TCH IA | RANGE A | \$3,171 | \$4,530 | \$4,757 | O | N | N |
| 9 | 0663 | 8 | LVSTK TCH IC | RANGE C | \$2,643 | \$3,775 | \$3,964 | O | N | N |
| 9 | 0663 | 6 | LVSTK TCH IE | RANGE E | \$2,907 | \$4,153 | \$4,361 | O | N | N |
| 9 | 0666 | 1 | LVSTK TCH IIA | RANGE A | \$3,475 | \$4,965 | \$5,214 | O | N | N |
| 9 | 0666 | 8 | LVSTK TCH IIC | RANGE C | \$2,896 | \$4,138 | \$4,345 | O | N | N |
| 9 | 0666 | 6 | LVSTK TCH IIE | RANGE E | \$3,185 | \$4,551 | \$4,780 | O | N | N |
| 9 | 0812 | 1 | MEPRSP10/12/1 | SPECIALIST I | \$2,403 | \$3,410 | \$3,804 | N | N | Y |
| 9 | 0812 | 2 | MEPRSP10/12/2 | SPECIALIST II | \$2,891 | \$4,129 | \$4,334 | N | N | Y |
| 9 | 0812 | 3 | MEPRSP10/12/3 | SPECIALIST III | \$3,375 | \$4,823 | \$5,063 | E | N | N |
| 9 | 0811 | 1 | MEPRSP11/12/1 | SPECIALIST I | \$2,644 | \$3,751 | \$4,185 | N | N | Y |
| 9 | 0811 | 2 | MEPRSP11/12/2 | SPECIALIST II | \$3,180 | \$4,542 | \$4,768 | N | N | Y |
| 9 | 0811 | 3 | MEPRSP11/12/3 | SPECIALIST III | \$3,713 | \$5,305 | \$5,569 | E | N | N |
| 9 | 0810 | 1 | MEPRSP-12/1 | SPECIALIST I | \$2,884 | \$4,092 | \$4,565 | N | N | Y |
| 9 | 0810 | 2 | MEPRSP-12/2 | SPECIALIST II | \$3,469 | \$4,955 | \$5,201 | N | N | Y |
| 9 | 0810 | 3 | MEPRSP-12/3 | SPECIALIST III | \$4,050 | \$5,787 | \$6,075 | E | N | N |
| 9 | 0432 | 2 | NETANL-10/12C | CAREER | \$3,595 | \$6,020 | \$7,359 | E | N | N |
| 9 | 0432 | 3 | NETANL-10/12E | EXPERT | \$5,138 | \$7,357 | \$8,250 | E | N | N |
| 9 | 0432 | 1 | NETANL-10/12F | FOUNDATION | \$2,853 | \$4,073 | \$4,555 | N | N | Y |
| 9 | 0431 | 2 | NETANL-11/12C | CAREER | \$3,955 | \$6,622 | \$8,095 | E | N | N |
| 9 | 0431 | 3 | NETANL-11/12E | EXPERT | \$5,652 | \$8,092 | \$9,075 | E | N | N |
| 9 | 0431 | 1 | NETANL-11/12F | FOUNDATION | \$3,139 | \$4,480 | \$5,011 | N | N | Y |
| 9 | 0430 | 2 | NETANL-12C | CAREER | \$4,314 | \$7,224 | \$8,831 | E | N | N |
| 9 | 0430 | 3 | NETANL-12E | EXPERT | \$6,166 | \$8,828 | \$9,900 | E | N | N |
| 9 | 0430 | 1 | NETANL-12F | FOUNDATION | \$3,424 | \$4,887 | \$5,466 | N | N | Y |

CSU SALARY SCHEDULE AS OF SEPTEMBER 2008

| BU | Class | Range | Abbreviated Title | Range Title | Min | SSI Max | Max | FLSA | SISA | Shift Diff |
|-----------|--------------|--------------|--------------------------|--------------------|------------|----------------|------------|-------------|-------------|-------------------|
| 9 | 0706 | 1 | NURSRY TH IA | RANGE A | \$2,912 | \$4,160 | \$4,367 | N | N | Y |
| 9 | 0706 | 8 | NURSRY TH IC | RANGE C | \$2,427 | \$3,467 | \$3,639 | N | N | Y |
| 9 | 0706 | 6 | NURSRY TH IE | RANGE E | \$2,669 | \$3,813 | \$4,003 | N | N | Y |
| 9 | 0703 | 1 | NURSRY TH IIA | RANGE A | \$3,171 | \$4,530 | \$4,757 | N | N | Y |
| 9 | 0703 | 8 | NURSRY TH IIC | RANGE C | \$2,643 | \$3,775 | \$3,964 | N | N | Y |
| 9 | 0703 | 6 | NURSRY TH IIE | RANGE E | \$2,907 | \$4,153 | \$4,361 | N | N | Y |
| 9 | 0452 | 2 | OPSPEC-10/12C | CAREER | \$2,283 | \$3,319 | \$3,758 | N | N | Y |
| 9 | 0452 | 3 | OPSPEC-10/12E | EXPERT | \$3,196 | \$4,566 | \$4,793 | N | N | Y |
| 9 | 0452 | 1 | OPSPEC-10/12F | FOUNDATION | \$1,998 | \$2,854 | \$2,997 | N | N | Y |
| 9 | 0451 | 2 | OPSPEC-11/12C | CAREER | \$2,512 | \$3,651 | \$4,134 | N | N | Y |
| 9 | 0451 | 3 | OPSPEC-11/12E | EXPERT | \$3,515 | \$5,022 | \$5,273 | N | N | Y |
| 9 | 0451 | 1 | OPSPEC-11/12F | FOUNDATION | \$2,197 | \$3,140 | \$3,296 | N | N | Y |
| 9 | 0450 | 2 | OPSPEC-12C | CAREER | \$2,740 | \$3,983 | \$4,510 | N | N | Y |
| 9 | 0450 | 3 | OPSPEC-12E | EXPERT | \$3,835 | \$5,479 | \$5,752 | N | N | Y |
| 9 | 0450 | 1 | OPSPEC-12F | FOUNDATION | \$2,397 | \$3,425 | \$3,596 | N | N | Y |
| 9 | 0412 | 2 | OSA-10/12C | CAREER | \$3,595 | \$6,020 | \$7,359 | E | N | N |
| 9 | 0412 | 3 | OSA-10/12E | EXPERT | \$5,138 | \$7,357 | \$8,250 | E | N | N |
| 9 | 0412 | 1 | OSA-10/12F | FOUNDATION | \$2,853 | \$4,073 | \$4,555 | N | N | Y |
| 9 | 0411 | 2 | OSA-11/12C | CAREER | \$3,955 | \$6,622 | \$8,095 | E | N | N |
| 9 | 0411 | 3 | OSA-11/12E | EXPERT | \$5,652 | \$8,092 | \$9,075 | E | N | N |
| 9 | 0411 | 1 | OSA-11/12F | FOUNDATION | \$3,139 | \$4,480 | \$5,011 | N | N | Y |
| 9 | 0410 | 2 | OSA-12C | CAREER | \$4,314 | \$7,224 | \$8,831 | E | N | N |
| 9 | 0410 | 3 | OSA-12E | EXPERT | \$6,166 | \$8,828 | \$9,900 | E | N | N |
| 9 | 0410 | 1 | OSA-12F | FOUNDATION | \$3,424 | \$4,887 | \$5,466 | N | N | Y |
| 9 | 0802 | 1 | PA/CS-10/12/1 | SPECIALIST I | \$2,403 | \$3,433 | \$3,603 | N | N | Y |
| 9 | 0802 | 2 | PA/CS-10/12/2 | SPECIALIST II | \$2,891 | \$4,129 | \$4,334 | E | N | N |
| 9 | 0802 | 3 | PA/CS-10/12/3 | SPECIALIST III | \$3,375 | \$4,823 | \$5,063 | E | N | N |
| 9 | 0801 | 1 | PA/CS-11/12/1 | SPECIALIST I | \$2,644 | \$3,777 | \$3,963 | N | N | Y |
| 9 | 0801 | 2 | PA/CS-11/12/2 | SPECIALIST II | \$3,180 | \$4,542 | \$4,768 | E | N | N |
| 9 | 0801 | 3 | PA/CS-11/12/3 | SPECIALIST III | \$3,713 | \$5,305 | \$5,569 | E | N | N |
| 9 | 0800 | 1 | PA/CS-12MO/1 | SPECIALIST I | \$2,884 | \$4,120 | \$4,323 | N | N | Y |
| 9 | 0800 | 2 | PA/CS-12MO/2 | SPECIALIST II | \$3,469 | \$4,955 | \$5,201 | E | N | N |
| 9 | 0800 | 3 | PA/CS-12MO/3 | SPECIALIST III | \$4,050 | \$5,787 | \$6,075 | E | N | N |
| 9 | 0842 | 1 | PATECH10/12/1 | TECHNICIAN I | \$2,651 | \$3,789 | \$3,978 | N | N | Y |
| 9 | 0842 | 2 | PATECH10/12/2 | TECHNICIAN II | \$2,869 | \$4,100 | \$4,304 | N | N | Y |
| 9 | 0842 | 3 | PATECH10/12/3 | TECHNICIAN III | \$3,057 | \$4,368 | \$4,585 | N | N | Y |
| 9 | 0841 | 1 | PATECH11/12/1 | TECHNICIAN I | \$2,916 | \$4,168 | \$4,376 | N | N | Y |
| 9 | 0841 | 2 | PATECH11/12/2 | TECHNICIAN II | \$3,156 | \$4,510 | \$4,735 | N | N | Y |
| 9 | 0841 | 3 | PATECH11/12/3 | TECHNICIAN III | \$3,362 | \$4,804 | \$5,044 | N | N | Y |
| 9 | 0840 | 1 | PATECH-12MO/1 | TECHNICIAN I | \$3,181 | \$4,547 | \$4,774 | N | N | Y |
| 9 | 0840 | 2 | PATECH-12MO/2 | TECHNICIAN II | \$3,443 | \$4,920 | \$5,165 | N | N | Y |
| 9 | 0840 | 3 | PATECH-12MO/3 | TECHNICIAN III | \$3,668 | \$5,241 | \$5,502 | N | N | Y |
| 9 | 5151 | 1 | PERSNL ASST-A | RANGE A | \$3,062 | \$4,376 | \$4,595 | N | N | Y |
| 9 | 5151 | 8 | PERSNL ASST-C | RANGE C | \$2,552 | \$3,647 | \$3,829 | N | N | Y |
| 9 | 5151 | 6 | PERSNL ASST-E | RANGE E | \$2,807 | \$4,011 | \$4,212 | N | N | Y |
| 9 | 6950 | 1 | PIANO TH I-A | RANGE A | \$3,275 | \$4,680 | \$4,913 | N | N | Y |
| 9 | 6950 | 8 | PIANO TH I-C | RANGE C | \$2,729 | \$3,900 | \$4,094 | N | N | Y |
| 9 | 6950 | 6 | PIANO TH I-E | RANGE E | \$3,002 | \$4,290 | \$4,504 | N | N | Y |
| 9 | 6951 | 1 | PIANO TH II-A | RANGE A | \$3,590 | \$5,129 | \$5,385 | N | N | Y |

CSU SALARY SCHEDULE AS OF SEPTEMBER 2008

| BU | Class | Range | Abbreviated Title | Range Title | Min | SSI Max | Max | FLSA | SISA | Shift Diff |
|-----------|--------------|--------------|--------------------------|--------------------|------------|----------------|------------|-------------|-------------|-------------------|
| 9 | 6951 | 8 | PIANO TH II-C | RANGE C | \$2,992 | \$4,274 | \$4,488 | N | N | Y |
| 9 | 6951 | 6 | PIANO TH II-E | RANGE E | \$3,291 | \$4,702 | \$4,936 | N | N | Y |
| 9 | 6726 | 1 | PLANNER-A | RANGE A | \$3,855 | \$5,505 | \$5,781 | N | N | Y |
| 9 | 6726 | 8 | PLANNER-C | RANGE C | \$3,213 | \$4,588 | \$4,818 | N | N | Y |
| 9 | 6726 | 6 | PLANNER-E | RANGE E | \$3,534 | \$5,046 | \$5,299 | N | N | Y |
| 9 | 0697 | 1 | POULTRY TCH-A | RANGE A | \$3,326 | \$4,750 | \$4,990 | N | N | Y |
| 9 | 0697 | 8 | POULTRY TCH-C | RANGE C | \$2,772 | \$3,958 | \$4,158 | N | N | Y |
| 9 | 0697 | 6 | POULTRY TCH-E | RANGE E | \$3,049 | \$4,354 | \$4,574 | N | N | Y |
| 9 | 3801 | 1 | RAD SFTY OF-A | RANGE A | \$5,113 | \$7,308 | \$7,670 | E | N | N |
| 9 | 3801 | 8 | RAD SFTY OF-C | RANGE C | \$4,261 | \$6,090 | \$6,392 | E | N | N |
| 9 | 3801 | 6 | RAD SFTY OF-E | RANGE E | \$4,687 | \$6,699 | \$7,031 | E | N | N |
| 9 | 7191 | 1 | RLTMCAP-A | RANGE A | \$4,769 | \$7,340 | \$8,589 | N | N | Y |
| 9 | 7220 | 1 | RLTMCAPA 8/12 | RANGE A | \$3,179 | \$4,893 | \$5,726 | N | N | Y |
| 9 | 7191 | 2 | RLTMCAP-B | RANGE B | \$5,472 | \$8,252 | \$9,544 | N | N | Y |
| 9 | 7220 | 2 | RLTMCAPB 8/12 | RANGE B | \$3,648 | \$5,501 | \$6,363 | N | N | Y |
| 9 | 7191 | 8 | RLTMCAP-C | RANGE C | \$3,974 | \$6,117 | \$7,158 | N | N | Y |
| 9 | 7191 | 9 | RLTMCAP-D | RANGE D | \$4,560 | \$6,877 | \$7,953 | N | N | Y |
| 9 | 7191 | 6 | RLTMCAP-E | RANGE E | \$4,372 | \$6,728 | \$7,873 | N | N | Y |
| 9 | 7191 | 7 | RLTMCAP-F | RANGE F | \$5,016 | \$7,564 | \$8,749 | N | N | Y |
| 9 | 7221 | 0 | RLTMCAPLD8/12 | | \$3,338 | \$5,681 | \$6,999 | N | N | Y |
| 9 | 7192 | 1 | RLTMCAP-LDA | RANGE A | \$5,007 | \$8,521 | \$10,498 | N | N | Y |
| 9 | 7192 | 8 | RLTMCAP-LDC | RANGE C | \$4,173 | \$7,101 | \$8,748 | N | N | Y |
| 9 | 7192 | 6 | RLTMCAP-LDE | RANGE E | \$4,590 | \$7,811 | \$9,623 | N | N | Y |
| 9 | 5680 | 1 | RSCH TCH IIIA | RANGE A | \$4,417 | \$6,311 | \$6,625 | E | N | N |
| 9 | 5680 | 8 | RSCH TCH IIIC | RANGE C | \$3,681 | \$5,259 | \$5,521 | E | N | N |
| 9 | 5680 | 6 | RSCH TCH IIIE | RANGE E | \$4,049 | \$5,785 | \$6,073 | E | N | N |
| 9 | 5683 | 1 | RSCH TECH IA | RANGE A | \$3,062 | \$4,376 | \$4,595 | N | N | Y |
| 9 | 5683 | 8 | RSCH TECH IC | RANGE C | \$2,552 | \$3,647 | \$3,829 | N | N | Y |
| 9 | 5683 | 6 | RSCH TECH IE | RANGE E | \$2,807 | \$4,011 | \$4,212 | N | N | Y |
| 9 | 5681 | 1 | RSCH TECH IIA | RANGE A | \$3,672 | \$5,247 | \$5,509 | N | N | Y |
| 9 | 5681 | 8 | RSCH TECH IIC | RANGE C | \$3,060 | \$4,373 | \$4,591 | N | N | Y |
| 9 | 5681 | 6 | RSCH TECH IIE | RANGE E | \$3,366 | \$4,810 | \$5,050 | N | N | Y |
| 9 | 2572 | 1 | S&F UTL OFR-A | RANGE A | \$4,848 | \$6,928 | \$7,274 | E | N | N |
| 9 | 2572 | 8 | S&F UTL OFR-C | RANGE C | \$4,040 | \$5,773 | \$6,062 | E | N | N |
| 9 | 2572 | 6 | S&F UTL OFR-E | RANGE E | \$4,444 | \$6,351 | \$6,668 | E | N | N |
| 9 | 3810 | 1 | SERIALS ED-A | RANGE A | \$4,873 | \$6,962 | \$7,309 | E | N | N |
| 9 | 3810 | 8 | SERIALS ED-C | RANGE C | \$4,061 | \$5,802 | \$6,091 | E | N | N |
| 9 | 3810 | 6 | SERIALS ED-E | RANGE E | \$4,467 | \$6,382 | \$6,700 | E | N | N |
| 9 | 5250 | 1 | SPC AST,EOP-A | RANGE A | \$4,028 | \$5,755 | \$6,041 | E | N | N |
| 9 | 5250 | 8 | SPC AST,EOP-C | RANGE C | \$3,357 | \$4,796 | \$5,034 | E | N | N |
| 9 | 5250 | 6 | SPC AST,EOP-E | RANGE E | \$3,692 | \$5,275 | \$5,538 | E | N | N |
| 9 | 6725 | 1 | SR PLANNER-A | RANGE A | \$4,073 | \$5,820 | \$6,109 | E | N | N |
| 9 | 6725 | 8 | SR PLANNER-C | RANGE C | \$3,394 | \$4,850 | \$5,091 | E | N | N |
| 9 | 6725 | 6 | SR PLANNER-E | RANGE E | \$3,734 | \$5,335 | \$5,600 | E | N | N |
| 9 | 1521 | 0 | TECH TRNE | | \$1,387 | \$1,865 | \$2,198 | N | N | Y |
| 9 | 0862 | 1 | VR SP-10/12/1 | SPECIALIST I | \$2,512 | \$3,590 | \$3,770 | N | N | Y |
| 9 | 0862 | 2 | VR SP-10/12/2 | SPECIALIST II | \$2,869 | \$4,100 | \$4,304 | N | N | Y |
| 9 | 0861 | 1 | VR SP-11/12/1 | SPECIALIST I | \$2,763 | \$3,949 | \$4,147 | N | N | Y |
| 9 | 0861 | 2 | VR SP-11/12/2 | SPECIALIST II | \$3,156 | \$4,510 | \$4,735 | N | N | Y |

CSU SALARY SCHEDULE AS OF SEPTEMBER 2008

| BU | Class | Range | Abbreviated Title | Range Title | Min | SSI Max | Max | FLSA | SISA | Shift Diff |
|-----------|--------------|--------------|--------------------------|--------------------|------------|--------------------|------------|-------------|-------------|-----------------------|
| 9 | 0860 | 1 | VR SP-12/1 | SPECIALIST I | \$3,014 | \$4,308 | \$4,524 | N | N | Y |
| 9 | 0860 | 2 | VR SP-12/2 | SPECIALIST II | \$3,443 | \$4,920 | \$5,165 | N | N | Y |

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