

July 19, 2016 – June 30, 2019

Unit 13 –
English Language
Program Instructors,
CSU, Los Angeles

CSUEU

Collective Bargaining Agreement

between the

***BOARD OF TRUSTEES OF
THE CALIFORNIA STATE UNIVERSITY***

and the

CALIFORNIA STATE UNIVERSITY EMPLOYEES UNION



California State University Employees Union
1108 "O" Street, 5th Floor
Sacramento, CA 95814



The California State University
Office of the Chancellor
401 Golden Shore
Long Beach, CA 90802-4210

THE 23 OUTSTANDING CAMPUSES OF THE CSU



Table of Contents

ARTICLE 1	RECOGNITION	1
ARTICLE 2	DEFINITIONS	2
ARTICLE 3	MANAGEMENT RIGHTS	5
ARTICLE 4	EFFECT OF AGREEMENT	6
	SAVINGS CLAUSE	7
ARTICLE 5	UNION RIGHTS	8
	USE OF FACILITIES	8
	CAMPUS COMMUNICATION	8
	BULLETIN BOARDS	8
	UNION BUSINESS	9
	ELP INSTRUCTOR LISTS	9
	RELEASE TIME FOR UNION BUSINESS	9
	UNION LEAVE	10
	UNION ORIENTATION	11
	UNION SECURITY	11
ARTICLE 6	CONCERTED ACTIVITIES	13
ARTICLE 7	GRIEVANCE PROCEDURE	14
	DEFINITIONS	14
	LEVEL I	15
	LEVEL II	16
	LEVEL III – OFFICE OF THE CHANCELLOR	16
	LEVEL IV - ARBITRATION	17
	MEDIATION	19
	MEDIATION/ARBITRATION PROCEDURE	20
	GENERAL PROVISIONS	22
ARTICLE 8	EMPLOYEE STATUS	24
	APPOINTMENT	24

ARTICLE 9	PERFORMANCE EVALUATIONS	29
	ADMINISTRATIVE REVIEWS	29
	PROCESS FOR STUDENT EVALUATIONS OF TEACHING PERFORMANCE	31
ARTICLE 10	PERSONNEL FILES	33
	REBUTTAL	34
	REQUEST FOR CORRECTION	35
ARTICLE 11	CORRECTIVE ACTION	36
	REPRIMANDS.....	36
	INVESTIGATORY INTERVIEWS (WEINGARTEN RIGHTS)	37
ARTICLE 12	RESIGNATIONS.....	39
	AUTOMATIC RESIGNATION	39
	VOLUNTARY RESIGNATION.....	40
ARTICLE 13	HOLIDAYS AND LEAVES OF ABSENCE WITH PAY	41
	HOLIDAYS.....	41
	JURY DUTY	42
	LEAVE TO VOTE.....	43
	ABSENCE AS A WITNESS	43
	MILITARY LEAVE.....	44
	BEREAVEMENT/FUNERAL LEAVE.....	44
	ORGAN DONOR AND BONE MARROW LEAVE.....	44
	PARENTAL LEAVE.....	45
	PERSONAL TIME OFF	45
	REPORTING ABSENCES.....	46
ARTICLE 14	LEAVES OF ABSENCE WITHOUT PAY	47
ARTICLE 15	SALARY AND SCHEDULE	49
	CORE ELP INSTRUCTORS	49
	TERM ELP INSTRUCTORS.....	50
	SUBSTITUTE INSTRUCTORS	52

	ADDITIONAL EMPLOYMENT	52
	FINAL PAYMENT FOR ELP INSTRUCTORS.....	53
	EMERGENCY PAY	53
	UNDERPAYMENT OF WAGES	54
ARTICLE 16	BENEFITS.....	55
	HEALTH PLAN; DENTAL PLAN; VISION CARE; LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE AND ELIGIBILITY	55
	FLEX CASH PLAN	56
	RETIREMENT	56
	PARKING FEES	56
	TRAVEL REIMBURSEMENT	57
	EMPLOYEE ASSISTANCE PROGRAMS	57
	PART-TIME EMPLOYEES RETIREMENT PLAN.....	57
	PUBLIC TRANSPORTATION INCENTIVES	58
ARTICLE 17	PROFESSIONAL DEVELOPMENT.....	59
ARTICLE 18	HEALTH AND SAFETY.....	60
ARTICLE 19	NON-DISCRIMINATION.....	62
	NON-DISCRIMINATION.....	62
	WHISTLEBLOWING	62
ARTICLE 20	LABOR MANAGEMENT COMMITTEES.....	63
ARTICLE 21	FAMILY AND MEDICAL LEAVE AND PREGNANCY DISABILITY LEAVE	64
	ELIGIBILITY	64
	FML ENTITLEMENT	64
	MILITARY LEAVE.....	65
	REQUEST AND APPROVAL	66
	RETURN TO WORK	66
ARTICLE 22	INSTRUCTIONAL MATERIALS, SERVICES AND SUPPORT	68

ARTICLE 23	LAYOFF	69
	DETERMINATION OF THE NECESSITY TO LAY OFF	69
	UNION NOTICE.....	69
	EMPLOYEE NOTICE OF LAYOFF.....	70
	REEMPLOYMENT RIGHTS AND OPPORTUNITIES.....	70
ARTICLE 24	DURATION AND IMPLEMENTATION	71
SIDE LETTERS OF AGREEMENT	72

ARTICLE 1
RECOGNITION

- 1.1 The Trustees of The California State University (CSU) recognize the California State University Employees Union (CSUEU), SEIU Local 2579, as the sole and exclusive representative of Bargaining Unit 13 in accordance with Public Employment Relations Board (PERB) Case number LA-RR-1123-H.
- 1.2 The classifications included in this unit are:
- Core English Language Program Instructor (Exempt)(Classification Code 1350)
 - Core English Language Program Instructor (Non-Exempt)(Classification Code 8575)
 - Term English Language Program Instructor (Classification Code 1351)
 - English Language Program Substitute Instructor (Classification Code 1360)
 - Additional Employment (Special Projects) (Classification Code 1365)
- 1.3 The recognized unit may be modified by agreement of the parties pursuant to the rules and regulations of the PERB.

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 Appropriate Administrator - The term "appropriate administrator" as used in this Agreement refers to the immediate supervisor who is not in any bargaining unit or manager to whom the employee is normally accountable, or who has been designated by the President.
- 2.3 Bargaining Unit - The term "bargaining unit" as used in this Agreement refers to Bargaining Unit 13, as defined in Article 1, Recognition.
- 2.4 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.
- 2.5 Calendar Year - The term "calendar year" as used in this Agreement refers to the period of time from January 1 through December 31.
- 2.6 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.
- 2.7 Chancellor - The term "Chancellor" as used in this Agreement refers to the chief executive officer of the CSU or his/her designee.
- 2.8 CSU - The term "CSU" as used in this Agreement refers collectively to the Trustees, the Office of the Chancellor, and the universities and colleges.

- 2.9 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.
- 2.10 English Language Program – The term "English Language Program (ELP)" as used in this Agreement refers to an intensive English as a second language program in the College of Professional and Global Education at CSU Los Angeles.
- 2.11 Employee - The term "employee" as used in this Agreement refers to a bargaining unit member who is an ELP Instructor.
- 2.12 Fiscal Year - The term "fiscal year" as used in this Agreement refers to the period of time from July 1 through June 30.
- 2.13 Instructor – The term "Instructor" refers to an English Language Program Instructor at CSU Los Angeles.
- Core ELP Instructor – The term "Core ELP Instructor" as used in this Agreement refers to an employee appointed into Classification Code 1350 or 8575.
- Term ELP Instructor - The term "Term ELP Instructor" as used in this Agreement refers to an employee appointed into Classification Code 1351.
- Substitute ELP Instructor – The term "Substitute ELP Instructor" as used in this Agreement refers to an employee appointed into Classification Code 1360.
- 2.14 Notice - The term "notice" or "notification" as used in this Agreement in Articles 4, 8, 16, and 23 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.
- 2.15 Parties - The term "parties" as used in this Agreement refers to the California State University (CSU) and the California State University Employees Union (CSUEU).
- 2.16 Personal Time Off (PTO) – The term "personal time off" as used in this Agreement refers to the personal time off described in Article 13.

- 2.17 President - The term "President" as used in this Agreement refers to the chief executive officer of California State University, Los Angeles or his designee. The term "President" shall also refer to the Chancellor or his/her designee, when appropriate.
- 2.18 Term – The term "term" as used in this Agreement refers to the period of academic instruction at California State University, Los Angeles, such as a semester, or summer session.
- 2.19 Trustees - The term "Trustees" as used in this Agreement refers to the Board of Trustees of the CSU.
- 2.20 Union - The term "Union" as used in this Agreement refers to the California State University Employees Union (CSUEU) exclusive bargaining representative.
- 2.21 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.
- 2.22 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.
- 2.23 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 to itself, whether exercised or not, all powers, rights, authorities, duties and responsibilities which have not been specifically abridged, delegated or modified by this Agreement. Except as otherwise provided in this Agreement, the Union agrees that the CSU has the right to establish, plan, direct and control the CSU's missions, programs, objectives, activities, resources, assets and priorities.
- 3.2 Decisions regarding what teaching and other services are provided, and how they are provided, shall be made at the sole discretion of the CSU.
- 3.3 When practical, management will consult with the ELP Instructors, upon request.

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 ELP Instructors during non-worktime.
- 5.2 The Union shall bear the cost of all campus materials and supplies incidental 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 with ELP Instructors. 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. ELP Instructor mailboxes, if any, may be utilized by the Union for purposes of union communication to bargaining unit Core and Term ELP Instructors. The campus shall provide email accounts to Core and Term ELP Instructors.

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 ELP Instructors, and in areas frequented by ELP Instructors.
- 5.5 A copy of union material posted on bulletin boards and union material intended for general distribution to ELP Instructors 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 ELP Instructors shall be conducted during non-worktime except as provided for elsewhere in this Agreement. Union business shall not interfere with the English Language Program or operations.
- 5.7 As a courtesy, the appropriate administrator shall be notified of the presence of a Union Representative who is not an ELP Instructor 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 Two (2) Bargaining Unit 13 Representatives shall be designated by the Union to officially represent the Union.

ELP Instructor Lists

- 5.9 The campus Human Resources Office shall provide to the person(s) designated by the Union, upon written request, a quarterly list of all ELP Instructors in Bargaining Unit 13. Such lists shall include names, bargaining unit, classification, date of hire, division name or division code and campus mailing address and shall be provided at no cost to the Union. An ELP Instructor's home address shall be released to the Union unless the ELP Instructor has officially informed the CSU that he/she wishes the home address withheld. If any ELP Instructor terminates or is hired more than thirty (30) days prior to the issuance of the next quarterly report, CSUEU may request an updated report. Upon request of CSUEU, these quarterly lists shall be provided in electronic format.
- 5.10 Upon written request of the Union, ELP Instructor 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 ELP Instructor 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 two (2) ELP Instructors employed by the English Language Program for each scheduled meet and confer session. In addition, one (1) additional union representative from Bargaining Units 2, 5, 7 or 9 shall be provided with release time upon request and at no cost to College of

Professional and Global Education. Normally, the Union shall provide the Office of the Chancellor with the names of the ELP Instructors for whom release time is being requested at least five (5) working days prior to the commencement of the meet and confer session(s). The parties may mutually agree to provide release time for bargaining unit members to caucus upon request by CSUEU.

- b. One Bargaining Unit 13 ELP Instructor may be designated by CSUEU to attend Board of Trustees meetings provided CSUEU reimburses the English Language Program for the total compensation paid to the ELP Instructor for the period of absence. Such requests shall be submitted to the Office of the Chancellor at least five working (5) days 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 appropriate administrator may authorize an unpaid leave of absence for any ELP Instructor who is a Union Representative for up to one term for union business. Such leave shall not be unreasonably denied and, if granted, shall conform to Article 14, Leaves of Absence Without Pay.
- d. A former ELP Instructor appointed by CSUEU to represent CSUEU under provision 5.11 is not entitled to compensation from the University.

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 to any Union Representative as described below:
- a. Such a leave shall not be less than one (1) day. No leave may extend beyond the end of the ELP Instructor's appointment. Such a leave shall not constitute a break in the ELP Instructor's continuous service.
 - b. The ELP Instructor shall be paid by CSU for the period of the leave and the CSU shall be reimbursed by the Union for total compensation paid the ELP Instructor on account of such leave.

- c. Such a union leave in accordance with this Article shall also be provided to a Bargaining Unit ELP Instructor upon becoming a Statewide CSUEU Officer, to a maximum of three Statewide Officers for CSUEU systemwide in Units 2, 5, 7, 9, and 13.

5.14 An ELP Instructor shall not suffer reprisals for participation in union activities, including, but not limited to, filing and processing grievances under Article 7 of this Agreement.

Union Orientation

5.15 The Human Resources Office on the campus shall make available to new ELP Instructors' Union membership material provided by the CSUEU.

Union Security

5.16 The CSU/SCO agrees to deduct from ELP Instructors' pay warrants and transmit to CSUEU all authorized deductions from all CSUEU members within Bargaining Unit 13 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 ELP Instructor 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 ELP Instructor out of the bargaining unit, the ELP Instructor may elect to withdraw from CSUEU. Such withdrawal shall not be permitted if the ELP Instructor 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 ELP Instructors 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

- 7.1 This grievance procedure shall be the sole and exclusive method of resolving disputes regarding allegations by employees and/or the Union that the CSU has violated this Agreement. Nothing herein precludes employees and/or the Union from pursuing allegations the CSU has violated constitutional, statutory or regulatory obligations in the appropriate forum as provided by law.

Definitions

- 7.2 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.
- 7.3 Grievant - The term "grievant" as used in this Article refers to:
- a. a CSUEU-represented individual employee who alleges that he/she has been directly wronged by a violation, misapplication, or misinterpretation of a specific term of this Agreement; or
 - b. a group of CSUEU-represented employees that alleges that it has been directly wronged by a violation, misapplication, or misinterpretation of a specific term of this Agreement; or
 - c. the Union when it alleges that an individual employee, a group of employees, or the Union has been directly wronged by a violation, misapplication, or misinterpretation of a specific term of this Agreement.
- 7.4 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.
- 7.5 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 email. . The Union and the CSU shall endeavor to use email whenever practicable.

- 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 email 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 an email or a facsimile number, the grievant may be served by U.S. mail.

Level I

- 7.6 A grievant shall have the right to present a grievance and to have that grievance considered in good faith.
- 7.7 A 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. 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.

- 7.8 Failure to provide the required information in items 7.7 (a) through (h) 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.
- 7.9 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 filing 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

- 7.10 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 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.

Level III – Office of the Chancellor

- 7.11 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.
- 7.12 Within twenty-one (21) days 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.

- 7.13 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.
- 7.14 Amendments and/or modifications to the grievance shall not be made by the grievant after the Level III filing date, except by mutual agreement.
- 7.15 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 IV - Arbitration

- 7.16 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 email or certified mail, return receipt requested, directed to the Office of the Vice Chancellor for Human Resources.
- 7.17 The parties shall use the same arbitration panel used for Bargaining Units 2, 5, 7 and 9.
- 7.18 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 7.20 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 7.18 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.
- 7.19 The arbitrator may conduct the hearing as mediation-arbitration upon the mutual agreement of the parties and the arbitrator.
- 7.20 The arbitrator's award shall be in writing and shall set forth his/her findings, reasoning, and conclusions on the issue(s) submitted.
- 7.21 The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply at Level IV.
- 7.22 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.
- 7.23 The arbitrator's award shall be final and binding on both parties.
- 7.24 A witness who is the Grievant shall be excused from worktime to appear at an arbitration hearing with no loss of pay. Other witnesses called by CSUEU who are employees shall be excused from worktime to appear at any arbitration hearing at no cost to the University. Expenses of any witness called before the arbitrator shall be borne by the party calling the witness.
- 7.25 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.
- 7.26 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 7.17. 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 III 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.
- 7.27 Upon mutual agreement, the parties may agree to use the expedited AAA arbitration procedures for Health and Safety grievances.

Mediation

- 7.28 The parties agree to participate in 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 II or III.

- 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 use the same mediation panel used for Bargaining Units 2, 5, 7 and 9.
- e. The procedures set forth in California Evidence Code Section 1119 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

- 7.29 “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.
- 7.30 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 parties shall use the same mediators/arbitrators used for Bargaining Units 2, 5, 7, and 9.

- 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 7.16.

7.31 “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 7.22 through 7.25 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

- 7.32 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.
- 7.33 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.
- 7.34 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.
- 7.35 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.
- 7.36 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.
- 7.37 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.
- 7.38 A grievance settled prior to arbitration shall not be precedent setting.
- 7.39 A grievant may withdraw a grievance at any time. The grievant shall not file any subsequent grievance on the same alleged incident.

- 7.40 The parties, by mutual agreement, may consolidate grievances on similar issues at any level.
- 7.41 By mutual agreement, a grievance may be filed at the level at which the authority to resolve the grievance resides.
- 7.42 The grievant or potential grievant and the representative may meet on University property to prepare and present grievances provided such activity does not conflict with any scheduled courses.
- 7.43 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.
- 7.44 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.

ARTICLE 8

EMPLOYEE STATUS

Appointment

- 8.1 The University may appoint those who teach in the ELP as ELP Instructors as defined in Article 2. It is the University's intent to fill the teaching schedule in the English Language Program to the maximum extent feasible first, with Core ELP Instructors and then second, with Term ELP Instructors consistent with programmatic needs. If, after appointing the Core and Term ELP Instructors, management determines the need to hire additional teaching staff to work a less than complete schedule (as described in Article 15), or if management chooses to pilot a new course for the English Language Program, then a Substitute ELP Instructor, as defined in Article 2 may be hired.

The Additional Employment (Special Programs) classification shall be used when the College is offering an English as a Second Language (ESL) course outside of the Intensive English Language Program as additional employment to Bargaining Unit members.

- 8.2 Vacancies for Core ELP Instructor and Term ELP Instructor positions in the English Language Program in the College of Professional and Global Education all be posted for a minimum of fourteen (14) days on the Divisional website. Such announcements shall include the classification title, description of duties, desirable experience, minimum qualifications (when applicable), salary range, employment non-discrimination statement, specialized skills (if any), and procedures to be followed by applicants applying for such vacancies.
- 8.3 At the discretion of the campus, open positions may be posted only on the campus for campus applicants.
- 8.4 Core and Term ELP Instructors who have held an appointment during the previous 12 months shall submit a letter of interest, and any other information required on the job vacancy announcements pursuant to Article 8.2, in order to be considered for a subsequent appointment.

- 8.5 Every effort shall be made to finalize conditional appointments, based on budget and enrollment, prior to the commencement of the academic term, or the commencement of the period of appointment. The following statement shall be inserted on all confirmation of employment forms: “The terms and conditions of this position are covered by a collective bargaining agreement between the CSU Employees Union and the CSU.”
- 8.6 A Core ELP Instructor who completed a 12-month appointment and received a satisfactory administrative evaluation, and who submitted a letter of interest in accordance with Section 8.4, will be given preferential consideration for a subsequent appointment. Preferential consideration means that there will be a presumption for reappointment absent documented serious conduct problems, and where there is sufficient work available for which the applicant is qualified to support a subsequent reappointment in the classification.
- 8.7 A Term ELP Instructor who completed an appointment in the prior 12-months, and who submitted a letter of interest in accordance with Section 8.4, shall be considered for a subsequent appointment before appointing any external candidates.
- 8.8 When the need arises to appoint additional Core ELP Instructors, consideration shall be given to appointing Term Instructor(s) who have submitted a letter of interest in accordance with Section 8.4.
- 8.9 Consideration for appointments under 8.7 or 8.8, will be based on factors that include, but are not limited to, the instructor’s educational background, administrative evaluation, professional training, expertise in a program area, years of service teaching, stated preferences, student evaluation, and years of teaching in the ELP.
- 8.10 A Core or Term ELP Instructor may appeal a non-reappointment decision to the Associate Dean of the College of Professional and Global Education within ten (10) days of the notice of non-appointment. Upon request of the employee, the employee, the Associate Dean, and the employee’s union representative, if any, shall meet to discuss the appeal. Such a meeting shall take place within fourteen (14) work days of the request at a mutually agreeable time and location.

- 8.11 If the decision of the Associate Dean is unacceptable, the ELP Instructor may appeal to the Dean of the College of Professional and Global Education within ten (10) days of the notice of non-appointment. Upon request of the employee, the employee, the Dean, and the employee's union representative, if any, shall meet to discuss the appeal. Such a meeting shall take place within fourteen (14) work days of the request at a mutually agreeable time and location.
- 8.12 The decision of the Dean is final and not subject to further appeal, and is not subject to Article 7, Grievance Procedure. Any grievance filed pursuant to Article 7 shall be limited to alleging a violation, misinterpretation, or misapplication of a procedural requirement of this Article.
- 8.13 Term ELP Instructors shall have the option of opting out of one (1) appointment during a 12-month period and shall have the ability to voluntarily reduce the number of courses they teach per term.
- 8.14 The Dean of the College of Professional and Global Education or his/her designee will select Substitute ELP Instructors from the list of qualified applicants who applied for a Substitute ELP Instructor position.
- 8.15 If a CSU employee applicant is not selected for a position for which he/she submitted a letter of interest in accordance with Article 8.4, the employee shall be notified in writing that he/she was not selected.
- 8.16 Appointments as ELP Instructors shall be made by the Dean of the College of Professional and Global Education. Appointments of Core ELP Instructors shall be temporary and for 12 months. Appointments of Term ELP Instructors shall be temporary for periods of a semester or parts of a year. Appointments to vacant positions shall be made through official written notification by the Office of the Dean of the College of Professional and Global Education. Such notification shall be provided upon employment or as soon as possible thereafter. Notification shall include the beginning and ending dates of appointment, the dates of the terms during which he/she will be employed and assigned work, classification title, courses to which the ELP Instructor is being assigned, salary, time base, and the employment status of the ELP Instructor. Each new Core ELP Instructor shall be advised no later than fourteen (14) days after the effective date of his/her appointment of the CSU benefits program. No ELP Instructor shall be deemed to

be appointed in the absence of such official prior written notification from the Dean of the College of Professional and Global Education.

- 8.17 Appointment shall be made on a fractional time base with a teaching component of seven (7) classes per semester being the equivalent of a 1.0 time base, which is a full-time equivalency (FTE). For the summer session, a teaching component of six (6) classes is the equivalent of a 1.0 time base, which is full-time equivalency. Core ELP Instructors may be assigned additional employment pursuant to Article 15 not to exceed a .25 time base to ensure that the total time base does not exceed a 1.25 FTE per term. Employment assigned above a 1.0 FTE shall not be included in the calculation of retirement benefits pursuant to Provision 16.7.
- 8.18 A temporary appointment for a Core ELP Instructor may expire prior to the ending date of appointment. Term ELP Instructors shall be given a minimum of fourteen (14) days notice if the appointment is to be terminated prior to the specified ending date of appointment, unless circumstances prohibit giving such notice, except as provided in 8.19.
- 8.19 The appointment letter for Core ELP Instructors shall indicate that appointments automatically expire at the end of the period stated.
- 8.20 Offers of appointment are at the discretion of management, are conditioned upon budget and/or enrollment, and shall be specified in the appointment letter.
- 8.21 The College of Professional and Global Education has the right to rescind an ELP Instructor's appointment or reduce the ELP Instructor's time base at any time based upon budget and/or enrollment conditions, as determined by the College of Professional and Global Education. If an appointment is rescinded or time base reduced, the employee shall be paid for all courses taught.
- a. If, during the course of the Core ELP Instructor's appointment, no work is available to support the employee's initial time base, the employee's appointment may be reduced to a time base consistent with work available. A reduction of the employee's time base to .5 or greater may be accomplished pursuant to this provision. A reduction to the employee's time base below .5 will constitute the layoff of the employee pursuant to Article 23.

- b. Where a Core ELP instructor has received a reduction in time-base during the course of a 12-month appointment pursuant to Provision 8.19a and work subsequently becomes available during the period of his/her appointment for which the Core ELP instructor possesses both of the following:
 - 1. the qualifications needed for the program
 - 2. competency in relation to program need

as determined by the Dean of the College of Professional and Global Education, then the available work shall first be offered to the Core ELP Instructor. Where there are more qualified Core ELP Instructors under this provision than there is additional work available, then appointment within the pool of qualified Core ELP Instructors shall be at the discretion of the Dean.

The partial or complete reduction in the number of courses assigned to a Term ELP Instructor may be accomplished pursuant to this provision and does not require the layoff of the employee pursuant to Article 23.

- 8.22 Core and Term ELP Instructors are required to report absences either electronically via Absence Management Self Service or via time sheets depending on campus practice. Substitute ELP Instructors shall submit time sheets pursuant to campus policies.

ARTICLE 9
PERFORMANCE EVALUATIONS

- 9.1 Performance Evaluations shall consist of a minimum of the following reviews:
- a. student evaluations of teaching performance; and
 - b. an administrative review based on classroom evaluation of the Instructor by ELP Administration or its designee(s); and
 - c. the personnel file. Administrative Reviews

Administrative Reviews

- 9.2 A performance evaluation is a review of the ELP Instructor's performance and should be based upon job-related criteria. ELP Instructor performance evaluations are for the purpose of evaluating individual ELP Instructor performance and for providing guidance for performance development and improvement. ELP Instructor evaluations should acknowledge changes affecting the ELP Instructor's position that have occurred since the last evaluation. ELP Instructors shall be notified at least one week in advance of an upcoming evaluation.
- 9.3 ELP Instructors with one (1) year or less of service shall be evaluated each academic term. An ELP Instructor with more than one (1) year of service shall thereafter be evaluated at least annually.
- 9.4 The evaluator shall be familiar with the regular duties of the ELP Instructor, as well as the pedagogy of Teachers of English to Speakers of Other Languages (TESOL).
- 9.5 There shall be no changes in criteria and procedures used to evaluate the ELP Instructor during the appointment period, unless there is a change in the assignment of the ELP Instructor in which case notice of new criteria, schedule and procedures for written employment evaluations shall be provided in accordance with the above provisions.
- 9.6 The performance evaluation of an individual with an overall performance evaluation rating of below satisfactory shall include specific information regarding the areas of

concern and specific recommendations for means of improvement. It is a recommended practice that the appropriate administrator counsel an ELP Instructor 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.

- 9.7 An ELP Instructor's performance evaluation shall not be negatively influenced by the failure of ELP management to provide necessary books and office equipment in a timely manner, provided that requests for such materials are submitted in a timely manner in accordance with College policy.
- 9.8 The ELP Instructor shall be given five (5) work days to review a draft evaluation and provide input, if any, to the evaluator.
- 9.9 The evaluator shall consider input provided in the five (5) work day review period in preparing the final performance evaluation, and prior to placing it in the ELP Instructor's personnel file.
- 9.10 Upon request of the ELP Instructor or the evaluator, the evaluator and the ELP Instructor shall meet to discuss the evaluation. Such a meeting shall take place within seven (7) work days of the request.
- 9.11 The written performance evaluation shall be placed in the ELP Instructor's personnel file. The ELP Instructor shall be provided with a copy of the written 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.
- 9.12 Upon request of the ELP Instructor and subsequent to the meeting between the ELP Instructor and the evaluator, the appropriate administrator, the evaluator, the ELP Instructor, and the ELP Instructor'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.

- 9.13 If an ELP Instructor disagrees with a performance evaluation which has been placed in his/her personnel file, the ELP Instructor may submit a rebuttal statement that 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.
- 9.14 ELP instructors may submit suggestions for improving the performance evaluation form used for ELP instructor evaluations.

Process for Student Evaluations of Teaching Performance

- 9.15 a. Written student questionnaire evaluations shall be required for all ELP Instructors. Student evaluations of ELP instructors shall be used for providing guidance for performance development and improvement.
- b. A minimum of two (2) courses annually for each ELP Instructor shall have such written student evaluations.
- c. A summary of the results of these evaluations shall be placed in the ELP Instructor's personnel file and given to the Instructor as soon as the results are tabulated.
- d. Instructors shall receive copies of the evaluations as soon as possible after the results are tabulated.
- e. If student evaluations are not tabulated by the time the administrative review is prepared, they cannot be used in that evaluation but can be used in the next evaluation.
- f. Either the appropriate administrator or the Instructor of record may request a meeting to discuss any concerns regarding the results of the student evaluations.
- g. Upon request of either party, a meeting shall be held within two (2) weeks.
- h. If an Instructor believes there is an error in the calculation of the ratings, upon presentation of the reason for that belief, the ELP administration will have the ratings reviewed and recalculated, if necessary.

- 9.16 Student evaluations collected as part of the regular student evaluation process shall be anonymous and identified only by course and/or section.
- 9.17 Student evaluations shall not take place any earlier than the seventh (7th) week of instruction.
- 9.18 Any student communications or evaluations provided outside of the regular evaluation process must be identified by name to be included in the personnel file.

ARTICLE 10

PERSONNEL FILES

- 10.1 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.
- 10.2 Copies of all appointment documents shall be placed in each employee's personnel file.
- 10.3 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

Employee Access

- 10.4 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.
- 10.5 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.
- 10.6 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, 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.).

- 10.7 Personnel recommendations or decisions relating to any personnel action(s) during the term of an appointment 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.
- 10.8 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.
- 10.9 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.
- 10.10 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 10, Personnel File.
- 10.11 Employees may submit commendations, copies of college degrees, certifications and special licenses, and may submit an updated resume to the appropriate administrator annually for placement as soon as possible in the personnel file.

Rebuttal

- 10.12 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

- 10.13 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.
- 10.14 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 11

CORRECTIVE ACTION

Reprimands

- 11.1 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.
- 11.2 Reprimands shall be provided in a timely and confidential manner.
- 11.3 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 a Union Representative.
- 11.4 A written reprimand shall be placed in the official personnel file of the affected employee and shall be subject to Article 10, 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 Dean within five (5) days after the conference held pursuant to 11.3 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 Dean shall provide a written response to the employee.

Rebuttal to Reprimand

- 11.5 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

- 11.6 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

- 11.7 The President may temporarily suspend with pay an employee for reasons related to (a) the safety of persons or property, (b) the prevention of disruption to programs and/or operations, or (c) investigation for formal notice of disciplinary action.
- 11.8 The President shall notify the employee of the immediate effect of a temporary suspension.
- 11.9 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.
- 11.10 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)

- 11.11 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 12

RESIGNATIONS

Automatic Resignation

- 12.1 An ELP Instructor who is absent for five (5) consecutive workdays without securing authorized leave from the President or designee 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 ELP Instructor's scheduled work hours on the fifth (5th) consecutive day of unauthorized absence.
- 12.2 The President or designee shall notify the ELP Instructor that the University will be separating him/her by automatic resignation under this Article unless the ELP Instructor 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 ELP Instructor has failed to request a review. Notification shall be in person or by certified mail to the ELP Instructor's last known address, and may additionally be provided by fax, electronic mail or regular mail.
- 12.3 If the ELP Instructor responds to the notification from the President or designee by requesting an administrative review within seven (7) work days of such notification, the ELP Instructor will be provided with the opportunity to respond, either orally or in writing, to a campus reviewing officer designated by the President or designee. 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 ELP Instructor was absent for five (5) consecutive workdays;
 - b. whether the ELP Instructor had proper authorized leave to be absent;
 - c. whether the ELP Instructor 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 ELP Instructor should be separated by automatic resignation.
- 12.4 Any ELP Instructor who is reinstated by the President or designee under this provision shall not be paid salary for the period of unauthorized absence. The ELP Instructor shall adhere to all other reinstatement requirements set forth in writing by the President or designee.

Voluntary Resignation

- 12.5 An ELP Instructor who resigns from his/her position shall be terminated as of the effective date of the resignation.
- 12.6 No later than thirty (30) days after a termination pursuant to Provision 12.5 above, the ELP Instructor or former ELP Instructor may request to rescind his/her resignation. Such requests shall be made in writing to the President or designee. The President or designee shall respond to such requests indicating denial, acceptance, or qualified acceptance within fourteen (14) days.

ARTICLE 13

HOLIDAYS AND LEAVES OF ABSENCE WITH PAY

Holidays

- 13.1 The holidays designated in this Article are intended to be a day off of a regularly scheduled workday. The ELP Instructor will receive his/her regular pay for any holiday falling on a day the ELP Instructor was scheduled to teach, but courses were not scheduled due to the holiday.
- 13.2 The following paid holidays, except as provided in provision 13.4 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.
- 13.3 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. February 12 (Lincoln's Birthday)
 - b. Third Monday in February (Washington's Birthday)
 - c. Last Monday in May (Memorial Day)
 - d. Admission Day
 - e. Second Monday in October (Columbus Day)

13.4 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.

13.5 An ELP Instructor scheduled to work on the day a holiday is officially observed shall be entitled to the holiday in accordance with provision 13.1.

ELP Instructors not scheduled to work on the day the holiday is observed are not entitled to the holiday.

13.6 An ELP Instructor 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.

13.7 Sections 13.1 through 13.6 apply to Core ELP Instructors and Term ELP Instructors. They are not applicable to Substitute ELP Instructors.

13.8 A campus yearly calendar shall be posted on the Divisional website at least thirty (30) days before its effective date.

Jury Duty

13.9 An ELP Instructor who serves on jury duty shall receive his/her base salary and is permitted to keep any mileage payments made by the court only if he/she remits certification of the completion of jury duty. Employees are not entitled to juror pay for jury duty.

13.10 An ELP Instructor shall be eligible for time off with pay for jury duty only for those courses he/she was scheduled to work.

13.11 An ELP Instructor who receives initial notification that he/she is subject to jury duty shall notify the appropriate administrator.

- 13.12 The ELP Instructor 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 ELP Instructor when requested by the appropriate administrator.

Leave to Vote

- 13.13 An ELP Instructor 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.

- 13.14 An ELP Instructor shall be required to request such leave time in writing from the appropriate administrator at least five (5) working days prior to the election.

Absence as a Witness

- 13.15 ELP Instructors serving as court-subpoenaed witnesses or expert witnesses in the interest of the CSU shall seek the payment of witness fees. Whenever possible, ELP Instructors 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.

- 13.16 An ELP Instructor 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 ELP Instructor'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 ELP Instructor does not remit such fees, an amount equal to the fees shall be deducted from the ELP Instructor's salary.

- 13.17 An ELP Instructor 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 ELP Instructor while on leave. If the ELP Instructor retains the entire fee, the ELP Instructor shall be docked for the period of absence.

- 13.18 An ELP Instructor serving as a court-subpoenaed witness on a holiday shall serve on his/her own time.

13.19 An ELP Instructor 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 ELP Instructor shall be docked for the period of absence.

Military Leave

13.20 Emergency military leave, temporary military leave, and indefinite military leave shall be granted to eligible ELP Instructors in accordance with state and federal laws.

Bereavement/Funeral Leave

13.21 “Immediate family” as used in this Article shall mean:

- a. the Instructor’s spouse or registered domestic partner;
- b. the Instructor’s, spouse’s or registered domestic partner’s parent, step-parent, grandparent, great-grandparent, sibling, child, grandchild (including foster, adopted, and step), aunt, uncle;
- c. the Instructor’s son-in-law, daughter-in-law;
- d. a person who is living in the immediate household of the employee, except domestic employees, roomers, boarders, and/or roommates.

13.22 For each death of an immediate family member as defined in Provision 13.21, upon request to the President, the Core ELP Instructor or Term ELP Instructor shall be granted five (5) days leave with pay. Substitute ELP Instructors are not eligible for bereavement leave.

13.23 Upon request, bereavement/funeral leave may be supplemented with an ELP Instructor’s PTO.

Organ Donor and Bone Marrow Leave

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

- a. A paid leave of absence not exceeding thirty (30) consecutive calendar days in any one-year period to any employee who is donating his or her organ to another person.
- b. A paid leave of absence not exceeding five (5) consecutive calendar days in any one-year period to any employee who is donating his or her bone marrow to another person.

Parental Leave

13.25 Parental Leave shall refer to a leave for the purpose of a parent preparing for the arrival of, or a parent or legal guardian caring for, a new child, up to his/her eighteenth (18th) birthday, to the employee's immediate family due to the birth, adoption, foster care assignment, or legal guardianship of the minor child with the employee.

An employee shall be entitled to a maximum of thirty (30) workdays Parental Leave (as defined above, and subject to the requirements of Provision 21.9) 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. Paid Parental Leave runs concurrently with any other related leaves for which the employee is eligible.

Personal Time Off

13.26 Each Core ELP Instructor shall receive eight (8) days of Personal Time Off (PTO) per appointment, and each Term ELP Instructor shall receive two (2) days of PTO per semester term, and one (1) day per summer term. The PTO shall be available following completion of three (3) days of classroom instruction. Substitute ELP Instructors will not receive PTO.

13.27 PTO can be used for any reason, at any time.

13.28 There shall be no accumulation of Personal Time Off. At the end of each appointment, the Core ELP Instructors will be paid for PTO that has not been used during that appointment. At the end of each term, Term ELP Instructors will be paid for one (1) day of PTO if the PTO has not been used.

Reporting Absences

- 13.29 Core ELP Instructors and Term ELP Instructors shall submit, in advance, a request to the appropriate administrator to use PTO for reasons other than illness or injury.
- 13.30 An ELP Instructor 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 Instructor from calling in before the start of his/her class, but the Instructor will make every effort to call in as far in advance as possible.
- 13.31 An ELP Instructor 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.
- 13.32 An ELP Instructor 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 ELP Instructor shall not normally be required to provide such a statement or verification for an absence of five (5) consecutive days or less.
- 13.33 Substitute ELP Instructors will be required to complete time sheets in accordance with departmental policy.

ARTICLE 14

LEAVES OF ABSENCE WITHOUT PAY

- 14.1 A Core ELP Instructor or Term ELP instructor may be granted a leave of absence without pay for up to one (1) term 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.
- 14.2 ELP instructors shall also be given the opportunity to extend their leave of absence for an additional term.
- 14.3 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 appropriate administrator no later than fifteen (15) calendar days prior to the start of the term. The appropriate administrator shall determine if such a leave shall be granted and the conditions of such a leave, and shall respond to the application within five (5) days of the request. Subject to operational considerations, applications for leaves of absence will not be unreasonably denied.
- 14.4 ELP Instructors may apply for a Leave of Absence, without pay, or an extension of a Leave of Absence, without pay, without loss of consideration for reappointment.
- 14.5 An ELP Instructor 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 appropriate administrator.

- 14.6 A leave of absence granted pursuant to Section 14.3 for less than a term assures the ELP Instructor a right to return prior to the end of the term to the same courses he/she was teaching, unless the parties mutually agree otherwise.
- 14.7 A leave of absence granted pursuant to section 14.3 for a full term or the remainder of the term in which the leave begins, assures the ELP Instructor consideration for reappointment with the same number of courses subject to operational needs.
- 14.8 When requested by the appropriate administrator, an ELP Instructor granted a leave of absence without pay shall provide verification that the conditions of the leave were met.
- 14.9 A Core ELP Instructor on a leave of absence without pay for more than 30 days may opt to continue his/her health benefits at his/her own expense; otherwise, such benefits may be cancelled.
- 14.10 The campus leave of absence procedure that applies to employees in bargaining units 2, 5, 7, and 9 will also apply to ELP Instructors.
- 14.11 The granting or denial of leaves of absence without pay pursuant to Provisions 14.1 through 14.7 shall not be subject to Article 7, Grievance Procedure.
- 14.12 The leave of absence of Core ELP Instructors and Term ELP Instructors eligible for such leave pursuant to this Article shall terminate upon the expiration of that ELP Instructor's remaining appointment.
- 14.13 This article does not apply to Substitute ELP Instructors.

ARTICLE 15
SALARY AND SCHEDULE

Core ELP Instructors

- 15.1 A twelve (12) month Core ELP Instructor's teaching schedule shall consist of two (2) sixteen (16) week semesters (fall and spring) and an eleven (11) week summer session. Salary payments will be allocated over a twelve (12) consecutive month period, adjusted as appropriate, for any non-compensable periods or salary adjustments that may occur.
- 15.2 Core ELP Instructors shall be assigned one of the following four (4) semester teaching schedules:
- a. Four courses (.57 time base) per semester and three (3) courses in summer, or
 - b. Five courses (.71 time base) per semester and four (4) courses in summer, or
 - c. Six courses (.86 time base) per semester and five (5) courses in summer, or
 - d. Seven Courses (1.0 time base) per semester and six (6) courses in summer

Core ELP Instructors appointed at either a 1.0 or .86 time base shall be appointed into classification code 1350 (Exempt). All other Core Instructors will be appointed into classification code 8575 (Non-Exempt).

For non-exempt Core Instructors (8575), the appointment letter will state the maximum number of hours per week the Dean or his representative and the prospective employee agree will be spent in conjunction with the course assignment.

- a. The maximum number of hours per week specified in the appointment letter cannot be increased without mutual agreement.
 - b. The appointment letter and the agreed upon number of hours are not subject to Article 7, Grievance Procedure.
- 15.3 Core Instructors:
- a. For 2016/17, the salary for a full-time Core Instructor (1.0) shall be \$58,749 for forty-three (43) weeks instruction paid over twelve (12) months.
 - b. For 2017/2018, the salary for a full-time Core Instructor (1.0) shall be \$59,924 for forty-three (43) weeks instruction paid over twelve (12) months.

- c. For 2018/2019, the salary of a full-time Core Instructor shall be \$61,122 for forty-three (43) weeks instruction paid over twelve (12) months.

Core Instructors with less than a 1.0 time base will be paid pro-rata.

Core ELP Instructor Assignment Responsibility

15.4 The above salary is all inclusive of regularly assigned course-related activities and program-related activities as follows:

- a. Course-related activities: preparation, meetings, production of syllabus or course teaching plan, maintaining accurate and complete course records, student evaluation and assessment, inputting student attendance, reporting grades, and holding office hours (two (2) hours per week).
- b. Program-related activities:
 - 1. Participation in planning, developing, and evaluating the program's curricular and instructional goals;
 - 2. Service on and attendance at program committees as assigned. Service on College and University committees shall be on a volunteer basis only;
 - 3. Participation in professional development activities;
 - 4. Assistance with registration day;
 - 5. Participation in initial and final term activities and attendance at other required program, college, and university meetings and activities including instructor meetings, Convocation (College & University), and spring business meetings;
 - 6. Assistance with mid-term ELP Institutional TOEFL.
Program-related activities scheduled outside the forty-three (43) week instructor period shall not be mandatory.

Term ELP Instructors

15.5 Term instructors given a semester appointment will be appointed as follows:

- a. Three (3) courses (.43 time base) for sixteen (16) weeks instruction

- b. Two (2) Courses (.29 time base) for sixteen (16) weeks instruction
- c. One (1) Course (.14 time base) for sixteen (16) weeks instruction

Term Instructors given a summer appointment will be appointed as follows:

- a. Two (2) courses (.33 time base) for eleven (11) weeks instruction
- b. One (1) course (.17 time base) for eleven (11) weeks instruction Term ELP
Instructor Assignment Responsibility

15.6 The above salary is all inclusive of regularly assigned course-related activities as follows:

- a. Course-related activities: preparation, production of syllabus or course teaching plan, maintaining accurate and complete course records, student evaluation and assessment, inputting student attendance, reporting grades, and holding office hours (one (1) hour per week).

15.7 Term Instructors will be paid pro-rata with the time base of their appointment and the length of that appointment.

(For example only using 2016/17 rates: a term instructor with a .14 semester appointment would receive $16/43$ of $\$58,749 \times 0.14 = \$3,060$ (rounded). A term instructor with a .17 summer appointment would receive $11/43$ of $\$58,749 \times 0.17 = \$2,555$ (rounded)). These numbers are approximations only. Actual salaries are determined using established payroll and/or State Controller's Office methodologies.

- a. Instructors who work less than a full semester or summer term will receive a pro-rated amount.

15.8 Prior to the date of hire, the Dean or his representative shall meet with the applicant for the Term ELP Instructors position to discuss the course to be taught, the hours of the course, and the number of hours the Term ELP Instructors will teach, attend required meetings, prepare for the course, and perform other related duties. The appointment letter will state the maximum number of hours per week the Dean or his representative and the prospective employee agree will be spent in conjunction with the course assignment.

- a. The maximum number of hours per week specified in the appointment letter cannot be increased without mutual agreement.

- b. The appointment letter and the agreed upon number of hours are is not subject to Article 7, Grievance Procedure.

Substitute Instructors

- 15.9 Substitute ELP Instructors may be hired to teach one course when last-minute scheduling needs arise, when a new course is being piloted in the English Language Program, or to replace an instructor who must be absent for a class, a day, or other short period of time.
- 15.10 Substitute ELP Instructors shall be paid \$38.00 per hour.
- 15.11 Substitute ELP Instructors must submit time sheets on the form and dates specified by the Dean or his designee.
- 15.12 Prior to the date of hire, the Dean or his representative shall meet with the applicant for the Substitute ELP Instructor position to discuss the course to be taught, the hours of the course, and the number of hours the Substitute ELP Instructors will teach, attend required meetings, prepare for the course, and perform other related duties. The appointment letter will state the maximum number of hours the Dean or his representative and the prospective employee agree will be spent in conjunction with the teaching assignment.
 - a. The number of hours specified in the appointment letter cannot be increased without mutual agreement.
 - b. The appointment letter and the agreed upon number of hours are not subject to Article 7, Grievance Procedure.

Additional Employment

15.13 Additional Employment

Additional employment is employment that is substantially different to the primary or normal employment of an ELP Instructor as defined in Provisions 15.4 (a) and (b). Additional employment shall not exceed a total of twenty-five (25) percent of the Core ELP Instructor's full-time equivalency (1.0 FTE) pursuant to Provision 8.14. The applicable time-period for calculating the limitation on additional employment for Core ELP Instructors shall be the fiscal year. The following duties may be assigned to Core ELP Instructors as additional employment:

- a. Program leadership roles in program skill areas at a rate of \$1200 per term, including but not limited to:
 - 1. Grammar and Writing;
 - 2. Reading and Multi Skills Language and Test Preparation;
 - 3. Listening and Speaking.
- b. Instructors assigned to assist in placing students at the appropriate course level (“leveling”) shall be paid \$275 per term.
- c. Special projects as assigned. A forty-hour special project will be compensated at the rate equal to that paid for a single summer course. Compensation for special projects less than forty hours will be pro-rated based on the preceding formula.

(For example only, a ten (10) hour special project at 2016/17 rates = $\$2,555/4 = \639)
These numbers are approximations only. Actual salaries are determined using established payroll and/or State Controller’s Office methodologies.

Final Payment for ELP Instructors

15.14 The CSU shall pay ELP Instructors their final pay upon separation from the University in accordance with applicable law.

Emergency Pay

15.15 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, ELP Instructors shall receive informal time off as agreed upon by the employee(s) and the appropriate administrator provided those employees:

- a. would, subject to the approval of the University, otherwise have been able to use administrative leave; and
- b. were required to work on a day or days declared as a state of emergency at a campus.

Underpayment of Wages

- 15.16 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 manager within ten (10) workdays of receipt of the written request. If the appropriate administrator and the payroll manager 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 practical, 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.

ARTICLE 16

BENEFITS

Health Plan; Dental Plan; Vision Care; Life, Accidental Death and Dismemberment Insurance and Eligibility

- 16.1 Core ELP Instructors and their 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 these benefits shall be based on rates established by the CalPERS for participating members. The employee shall contribute a minimum of 20% of the overall plan premium. Where the employee contribution in the plan for which the employee is enrolled is greater than 20%, the employee shall be responsible for the full employee portion of the premium.
- 16.2 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 Core ELP Instructors and their eligible family members as defined in Provision 16.5. The CSU Delta Enhanced Level I Indemnity Dental Plan and the CSU DeltaCare Basic Plan shall be offered to Core ELP Instructors and their eligible family members. For the duration of the agreement, the Employer's contribution to such plans shall equal one hundred percent (100%) of the monthly premium.
- 16.3 Core ELP Instructors and their eligible family members as defined in Provision 16.5 shall be entitled to receive vision care benefits. Such benefits shall be provided by the CSU through a carrier selected by the CSU, and the CSU hereby agrees the Employer contribution shall equal one hundred percent (100%) of the monthly premium for the duration of the agreement.
- 16.4 The CSU shall provide Core ELP Instructors 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.
- 16.5 The term "eligible family member(s)" as used in this Article shall mean the Core ELP Instructor's legal spouse or registered domestic partner as defined pursuant to California

Family Code Section 297 et seq. and subject to the Secretary of State's registration process, and children from birth to the end of the month in which the dependent children reach age twenty-six (26). An adopted child, step-child, natural child recognized by the parent, or a child living with the Core ELP Instructor in a parent-child relationship who is economically dependent upon the Core ELP Instructor is also eligible.

Flex Cash Plan

- 16.6 Core ELP Instructors shall be entitled to participate in the CSU Flex Cash Plan. A Core ELP Instructor may waive health coverage in exchange for the current Flex Cash rate. In order to participate in the Plan, a Core ELP Instructor will be required to request participation and certify that s/he 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.

Retirement

- 16.7 Pursuant to California Government Code Section 20380, or any successor(s) or substitute provision(s), all Core ELP Instructors are designated as state miscellaneous members under CalPERS.

Parking Fees

- 16.8 Employees wishing to park at CSU Los Angeles shall pay the parking fees currently paid by other CSUEU-represented employees.
- 16.9 CSUEU-represented employees shall be entitled to park in any faculty, staff and student parking lots on campus that are 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 reserved lot/space fee may park in reserved lots/spaces.
- 16.10 The CSU shall provide payroll deductions for this purpose for Core and Term ELP Instructors.

- 16.11 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.

Travel Reimbursement

- 16.12 Employee expenses incurred as a result of travel on official CSU business shall be reimbursed in accordance with CSU travel regulations. Such travel shall be pre- approved and authorized in writing prior to its undertaking by the Office of the Dean, College of Extended Studies and International Programs.

Employee Assistance Programs

- 16.13 Employees shall have access to any campus Employee Assistance Program (EAP). Records pertaining to an employee's participation in the Employee Assistance Program shall remain confidential.
- 16.14 Leaves of absence without pay may be granted by the Dean of the College of Extended Studies and International Programs upon the recommendation of the Human Resources Office.
- 16.15 The Dean of the College of Extended Studies and International Programs 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.

Part-Time Employees Retirement Plan

- 16.16 Term ELP Instructors 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 contribution, in accordance with section 414(h) of the Internal Revenue Code, from a participating employee's gross 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.

Public Transportation Incentives

- 16.17 CSULA 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. Tax Sheltered Annuity
- 16.18 All ELP Instructors 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.

ARTICLE 17

PROFESSIONAL DEVELOPMENT

- 17.1 Professional development opportunities shall include, but are not limited to:
- Training directly of benefit to the campus;
 - Continuing education (e.g. attending seminars, workshops, or conferences);
 - Purchase of relevant books and materials.
- 17.2 Professional Development Reimbursement: Core ELP Instructors shall be reimbursed actual costs up to \$400 per appointment to use toward the cost of professional development activities. Term ELP Instructors shall be reimbursed actual costs up to \$150 per semester, and \$100 per summer, to use toward the cost of professional development activities. Reimbursement shall be subject to prior written approval by ELP Administration of the proposed activity or purchase, for which approval shall not be unreasonably withheld after presentation of an acceptable receipt. This reimbursement shall not be subject to carryover from one appointment to another, and shall expire at the end of a term if not approved for use in that particular term.
- 17.3 Section 17.2 is not applicable to Substitute Instructors.

ARTICLE 18

HEALTH AND SAFETY

- 18.1 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.
- 18.2 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.
- 18.3 An employee shall endeavor to maintain safe working conditions and shall adhere to CSU established safety rules, regulations, and practices.
- 18.4 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.
- 18.5 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.
- 18.6 When an employee in good faith believes that he/she is being required to work under unhealthy or unsafe conditions, 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.

- 18.7 An employee may request a temporary classroom reassignment when he/she believes in good faith that his/her present classroom 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 classroom 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.
- 18.8 A representative from Bargaining Unit 13 shall be appointed by the Union to serve on the campus-wide health and safety committee at CSU Los Angeles. Release time shall be provided for the Bargaining Unit 13 representative to attend committee meetings or activities for the class or courses the representative is scheduled to teach on the day and during the time when the committee meets for one (1) day each quarter.
- 18.9 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.
- 18.10 New employees shall be provided safety training as appropriate for their position as determined by the CSU. 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.
- 18.11 It is hereby recognized that the CSULA campus has established a workplace violence policy.

ARTICLE 19

NON-DISCRIMINATION

Non-Discrimination

- 19.1 The CSU prohibits discrimination on the basis of Age, Disability (physical and mental), Race or Ethnicity (including color or ancestry), Gender, Gender Identity or Expression, Nationality, Religion, Religious Creed, Sexual Orientation, Genetic Information, Medical Condition, and Veteran or Military Status. All terms used herein are consistent with the definitions provided in Executive Order 1096 Revised, Technical Letters HR 2004-12, HR EEO 2011-02 or its successors.
- 19.2 An employee, who alleges discrimination in violation of a CSU systemwide non-discrimination and/or anti-harassment policy, shall file his/her complaint under the procedure described in Executive Order 1096 Revised, 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 in accordance with state and federal law.

Whistleblowing

- 19.3 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.
- 19.4 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 1058, or in any superseding executive order, if applicable.

ARTICLE 20

LABOR MANAGEMENT COMMITTEES

- 20.1 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 both parties agree to a Labor Management Committee (LMC), it shall be composed of representatives appointed by their respective parties. Additionally, CSUEU staff may participate in such meetings.
- 20.2 This committee shall meet on an ad hoc basis, at times and dates mutually agreeable to the parties and surrounding a campus specific issue that impacts Bargaining Unit 13 employees. The parties shall notify each other of the issues that they desire to discuss at least five (5) days prior to a scheduled meeting date. Minutes will be maintained for each meeting.
- 20.3 The committee's agenda shall be limited to discussing matters that the English Language Program has the authority to resolve and is related to the interpretation and application of the contract or policy to Bargaining Unit 13 employees.
- 20.4 LMC meetings will be scheduled so as not to interfere with classroom teaching assignments. Release time shall be provided to members of the LMC for the purpose of participating on the committee if necessary.
- 20.5 A representative of Bargaining Units 2, 5, 7 or 9 shall be provided with release time to participate on the LMC at CSUEU's expense, provided they meet the requirements of Article 5 of the CSUEU 2, 5, 7, 9 contract.
- 20.6 Committee recommendations, if any, will be presented to the Dean of the College of Professional and Global Education and the Associate Vice President for Human Resources and shall be advisory in nature.

ARTICLE 21

FAMILY AND MEDICAL LEAVE AND PREGNANCY DISABILITY LEAVE

- 21.1 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

- 21.2 An ELP Instructor who has at least twelve (12) months of service is entitled to a family and medical leave without pay. The months do not have to be consecutive.
- 21.3 An eligible ELP Instructor who is the spouse, registered domestic partner, son, daughter, parent or “next of kin” of an injured, covered service member is eligible for Service Member Care Leave, pursuant to the Fiscal Year 2010 National Defense Authorization Act and related laws.
- 21.4 An eligible ELP Instructor with family members in the regular Armed Forces or National Guard or Reserves is entitled to Military Exigency Leave, pursuant to the Fiscal Year 2010 National Defense Authorization Act and related laws.

FML Entitlement

- 21.5 Eligible ELP Instructors shall be granted up to a total twelve (12) weeks of family and medical leave (FML) in a twelve (12) month period for the birth of a child of the ELP Instructor; the placement of a child with an ELP Instructor in connection with the adoption or foster care of the child by the ELP Instructor; to care for a child, parent, spouse or registered domestic partner of the ELP Instructor who has a serious health condition; or for the ELP Instructor’s own serious health condition. FML is unpaid leave; however, employees shall utilize their personal time off, if available, prior to being placed on any unpaid portion of FML.
- 21.6 If the leave is due to the ELP Instructor’s own serious health condition or is work-related and also qualifies as Temporary Disability leave, the FML will track with workers’ compensation and workers’ compensation regulations will apply.

21.7 If an ELP Instructor asks to use paid time off without reference to a FML-qualifying purpose, the CSU may not ask the ELP instructor if the leave is for a FML-qualifying purpose.

21.8 If the employer denies the instructor's request to use paid time off and the ELP instructor then provides information that the requested time off is or may be for a FML- qualifying purpose, the employer may inquire further into the reasons for the absence.

If the absence is FML-qualifying, ELP instructors shall utilize appropriate leave credits in accordance with this Article.

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

21.10 FML is separate and distinct from the right of a female ELP Instructor to take a pregnancy disability leave under Government Code Section 12945. If a female ELP Instructor 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 shall not run concurrently with pregnancy disability leave under Government Code Section 12945.

21.11 The amount of family care and medical leave that may otherwise be granted under Article 14 may be reduced by the amount of FML granted to an ELP Instructor for reasons set forth in this Article.

Military Leave

21.12 Military Exigency Leave is FML for the purpose of addressing issues which may arise from a covered military member's deployments or call to active duty to a foreign country. Length of time off from work varies under Military Exigency Leave based on type of leave taken and shall be deducted from the twelve (12) week entitlement.

Request and Approval

- 21.13 When the appropriate administrator becomes aware that an ELP Instructor has taken or intends to take time off for an FML qualifying reason pursuant to provision 21.3, the ELP Instructor 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.
- 21.14 An ELP Instructor shall provide the appropriate administrator with written notice of the need for FML as soon as the event necessitating the leave becomes known to the ELP Instructor. 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.
- 21.15 If the ELP Instructor's need for family and medical leave is foreseeable due to the ELP Instructor's planned medical treatment or planned supervision of a child, parent, spouse, or domestic partner with a serious health condition, the ELP Instructor shall provide the appropriate administrator with not less than fourteen (14) days notice of the need for the leave. The ELP Instructor 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.
- 21.16 Before granting FML for the serious health condition of a child, parent, spouse, or domestic partner, the appropriate administrator may require certification of the serious health condition from the health care provider.
- 21.17 Upon expiration of the period that the health care provider originally estimated that the ELP Instructor needed to care for the child, parent, spouse, or domestic partner, the President may require the ELP Instructor to obtain recertification if additional leave is requested.

Return to Work

- 21.18 Approved FML assures the ELP Instructor a right to return to his/her former position or an equivalent position upon expiration of the family and medical leave, provided the ELP Instructor's appointment has not ended. FML shall not continue beyond the expiration of the ELP Instructor's appointment.

- 21.19 The leave of absence shall terminate upon the expiration of the ELP Instructor's appointment, but an additional term of leave may be granted pursuant to Article 14.
- 21.20 An ELP Instructor on FML shall retain status as an ELP Instructor for the period of the FML until the expiration of the ELP Instructor's appointment. ELP Instructors do not accrue fringe benefits.
- 21.21 The granting of an FML shall not impact the ELP Instructor's eligibility for future appointment.

ARTICLE 22

INSTRUCTIONAL MATERIALS, SERVICES AND SUPPORT

- 22.1 The English Language Program shall provide all bargaining unit employees, without charge, access to the workspace, texts, facilities, services and instructional support the appropriate administrator deems required to perform their instructional duties. Such support may include, but is not limited to:
- a. Library, copy, bookstore and email privileges;
 - b. Timely access to photocopies, when appropriate;
 - c. Office supplies;
 - d. Computer with internet access, free printing, and instruction-related software;
 - e. Mailbox located in a restricted area;
 - f. Texts/reading materials; and,
 - g. Office/work space if available.
- 22.2 The English Language Program shall develop procedures as necessary regarding the use and access of the workspace, texts, facilities, services and instructional support. Any procedures written and finalized by the appropriate administrator and approved by the Dean of the College of Extended Studies and International Programs or his/her designee shall be distributed to all Instructors.
- 22.3 The ELP website shall have a link to the ELP Instructor pay scales and collective bargaining agreement.

ARTICLE 23

LAYOFF

Determination of the Necessity to Lay Off

- 23.1 A layoff shall refer to an involuntary separation or reduction in time base of a Core ELP Instructor to a time base below .5 pursuant to this Article. The partial or complete reduction in time base for a Term ELP Instructor may be accomplished pursuant to Provision 8.19 and does not require the layoff of the employee pursuant to this Article.
- 23.2 The necessity for layoff of Core ELP Instructors shall be determined by the CSU on the basis of whether there exists a lack of work or lack of funds. Upon such determination, the procedures of this Article shall apply.
- 23.3 Considerations in making such a determination shall include, but not be limited to, student enrollment data and projections, available funds, and scheduled curricular and program changes.
- 23.4 Prior to initiating a layoff, CSULA will first reduce the hours of Term ELP Instructors pursuant to Article 8.

Union Notice

- 23.5 When the CSU determines that a layoff is necessary, the CSU will notify the CSUEU headquarters immediately. CSUEU may submit a written request to the Office of the Chancellor to meet and confer on the bargaining unit impact.
- 23.6 The President shall establish the order of layoff for Core ELP Instructors by considering only the following factors:
- a. Qualifications needed for the program;
 - b. Competency in relation to program needs

The Dean of the College of Extended Studies and International Programs shall determine the qualifications needed for the program.

Employee Notice of Layoff

- 23.7 An employee who is to be laid off shall receive notice of such layoff in writing to be mailed by certified mail, return receipt requested, to the employee's last known address.

Reemployment Rights and Opportunities

- 23.8 The President shall maintain a reemployment list of laid-off Core ELP Instructors with effective dates of layoff. An employee's name shall remain on the reemployment list until he/she returns to a time base of .5 or greater. In no case shall a name remain on the reemployment list for more than five (5) years.
- 23.9 Vacancies shall not be filled without first making an offer of reemployment to those on this list. Such offer must be accepted in writing within five (5) days. If an individual on the reemployment list declines two (2) such offers, he/she waives these reemployment rights. An individual on a reemployment list may request inactive status for up to one (1) year.
- 23.10 Core ELP Instructors who possess the qualifications needed for the vacancy shall be recalled in the reverse order that they were placed on the list.
- 23.11 A Core ELP Instructor reemployed under the conditions of this Article shall retain service credit subject to Public Employees' Retirement System (PERS) regulations and seniority he/she held at the date of layoff.

ARTICLE 24

DURATION AND IMPLEMENTATION

- 24.1 This Agreement shall become effective upon ratification by both parties and shall remain in full force and effect up to and including June 30, 2019.
- 24.2 Negotiations for a successor agreement shall commence when one of the parties delivers to the other its proposals, in writing, no earlier than January 1, 2019, and no later than February 1, 2019. Initial proposals shall be exchanged in accordance with HEERA Section 3595.

CSU/1

July 13, 2016

2:15 pm

SIDE LETTER OF AGREEMENT #1
MEMORANDUM OF UNDERSTANDING

Within sixty (60) days of the ratification of the Unit 13 CBA, the CSU shall commence a classification study for all classifications covered by the Unit 13 CBA. CSU will provide CSUEU with a draft copy of the proposed classification and qualification standards. The parties will meet and confer over the impacts.

CSU/1
July 13, 2016

2:03pm

SIDE LETTER OF AGREEMENT #2
MEMORANDUM OF UNDERSTANDING

CSU and CSUEU agree to create a performance evaluation form, as referenced in Article 9 of the Unit 13 Collective Bargaining Agreement. The CSU will create a form within sixty (60) days and submit a draft to CSUEU for review. The parties will meet and confer on the matter.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives have executed this 2016-2019 Collective Bargaining Agreement on this 16th Day of November 2016.

The California State University

**California State University
Employees Union – Unit 13**

By: _____
Adam Day, Chair
Trustees' Committee on Collective Bargaining

By: _____
G. Andrew Jones, Interim Vice Chancellor
Human Resources

By: _____
John Swatbrick, Associate Vice Chancellor
Labor Relations

By: _____
Neha Shah, Labor Relations Manager
Labor Relations

By: _____
Susan Varela
CSU Negotiations Team

By: _____
Eric Bullard
CSU Negotiations Team

By: _____
Susan Smith
Vice President for Representation

By: _____
Joseph Jelencic
Senior Labor Relations Representative

By: _____
Brian Bennitt
Bargaining Team

By: _____
Nairi Issoghlian
Bargaining Team