

*October 28, 2016 – June 30, 2019*

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Unit 14 –  
American Language  
and Culture Program  
Instructors,  
*CSU Monterey Bay*

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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



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**ARTICLE 1**  
**RECOGNITION**

- 1.1 The Trustees of The California State University (CSU) recognize the California State University Employees Union (CSUEU), SEIU Local 2579, as the sole and exclusive representative of Bargaining Unit 14 in accordance with Public Employment Relations Board (PERB) Case number LA-RR-1234-H.
- 1.2 The classifications included in this unit are:
- American Language and Culture Program Instructor, hourly intermittent (Classification Code 1485)
- 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 the 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 14, as defined in Article 1, Recognition.
- 2.4 Calendar Year - The term "calendar year" as used in this Agreement refers to the period of time from January 1 through December 31.
- 2.5 Campus - The term "campus" as used in this Agreement refers to the California State University, Monterey Bay 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.
- 2.6 Chancellor - The term "Chancellor" as used in this Agreement refers to the chief executive officer of the CSU or his/her designee.
- 2.7 CSU - The term "CSU" as used in this Agreement refers collectively to the Trustees, the Office of the Chancellor, and the universities and colleges.
- 2.8 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 Campus is not regularly open for business, and then it is also excluded.
- 2.9 Emergency Appointment – The term “emergency appointment” as used in this Agreement is an appointment where the start date does not allow for the normal fourteen (14) day posting period due to unforeseen circumstances. Emergency appointments do not require notice to be posted and shall not exceed ninety (90) days.
- 2.10 Employee - The term "employee" as used in this Agreement refers to a bargaining unit position.

- 2.11 Fiscal Year - The term "fiscal year" as used in this Agreement refers to the period of time from July 1 through June 30.
- 2.12 Instructor – The term “Instructor” as used in this Agreement refers to all American Language and Culture Program (ALCP) Instructors, pursuant to Article 1.
- 2.13 Notice - The term "notice" or "notification" as used in this Agreement in Article(s) 5 refer(s) 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.
- 2.14 Parties - The term "parties" as used in this Agreement refers to the California State University (CSU) and the California State University Employees Union (CSUEU).
- 2.15 President - The term "President" as used in this Agreement refers to the chief executive officer of California State University, Monterey Bay or the President’s designee. The term "President" shall also refer to the Chancellor or the Chancellor’s designee, when appropriate.
- 2.16 Trustees - The term "Trustees" as used in this Agreement refers to the Board of Trustees of the CSU.
- 2.17 Union - The term "Union" as used in this Agreement refers to the California State University Employees Union (CSUEU) exclusive bargaining representative.
- 2.18 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.
- 2.19 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.
- 2.20 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.

**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.
- a. 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.
  - b. 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 the Union use facilities for union meetings at no cost to the Union. Instructors may attend such meeting 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 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. Instructor mailboxes, if any, may be utilized by the Union for purposes of union communication to bargaining unit Instructors. The campus shall provide email accounts to Instructors.

**Bulletin Boards**

- 5.4 The Union shall have the use of a designated bulletin board for the posting of union material. The bulletin board shall be visible, accessible and in an area frequented by Instructors.
- 5.5 A copy of union material posted on the bulletin board and union material intended for general distribution to 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 Instructors shall be conducted during non-worktime except as provided for elsewhere in this Agreement. Union business shall not interfere with campus programs or operations.
- 5.7 As a courtesy, the appropriate administrator shall be notified of the presence of a Union Representative who is not a campus employee either upon his/her arrival at the campus or by telephone in advance of arrival. As a courtesy, upon such notification, the appropriate administrator shall provide such a Union Representative with a daily parking pass at no cost to the Union.
- 5.8 One (1) Campus Bargaining Unit 14 Representative shall be designated by the Union to officially represent the Union. The name of this Campus Bargaining Unit Representative shall be provided in writing to the President.

### Release Time for Union Business

- 5.9 The CSU shall provide paid release time for one (1) Instructor for each scheduled meet and confer session. Normally, the Union shall provide the Office of the Chancellor with the name of the Instructor 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.

### Union Leave

- 5.10 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 Instructor's appointment. Such a leave shall not constitute a break in the Instructor's continuous service.
  - b. The CSU shall pay the Instructor for the course hours assigned during the period of the leave and the Union shall reimburse the CSU for total compensation paid the Instructor on account of such leave.
  - c. Such a union leave in accordance with this Article shall also be provided to an ACLP Instructor upon becoming a Statewide CSUEU Officer, to a maximum of three Statewide Officers for CSUEU Systemwide in Units 2, 5, 7, 9, 13 and 14.

- 5.11 An 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

- 5.12 The Department shall make available to the Union (1) a list of new hires within fourteen (14) days of the start of the term, (2) make available to new ACLP Instructors' Union membership material provided by the CSUEU, and (3) provide CSUEU the opportunity to address employees during or immediately following any employee orientation provided for bargaining unit 14 employees.

#### Union Security

- 5.13 The CSU/SCO agrees to deduct from Instructors' pay warrants and transmit to CSUEU all authorized deductions from all CSUEU members within Bargaining Unit 14 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.
- 5.14 The written authorization for CSUEU deduction shall remain in full force and effect during the life of this Agreement provided, however, that any Instructor may withdraw from CSUEU by sending a withdrawal letter to CSUEU within thirty (30) calendar days prior to the expiration of this Agreement.
- 5.15 Upon movement of an Instructor out of the bargaining unit, the Instructor may elect to withdraw from CSUEU. Such withdrawal shall not be permitted if the Instructor moves to another bargaining unit in which CSUEU is the exclusive representative and in which the Agreement contains a provision such as 5.14 above.
- 5.16 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.
- 5.17 Instructors shall be free to join or not to join the Union.

#### General Provisions

- 5.18 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. The Union shall bear such costs. When the meeting request is submitted and the Union inquires, the CSU shall inform the Union whether or not costs shall be charged.

**ARTICLE 6**  
**CONCERTED ACTIVITIES**

- 6.1 Instructors 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 Instructor from participating in any such concerted activity and shall notify Instructors 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 Instructor(s) during the life of the Agreement.

**ARTICLE 7**  
**GRIEVANCE PROCEDURE**

- 7.1 A grievant shall have the right to present a grievance and to have that grievance considered in good faith. An effective grievance process is one that facilitates the resolution of the grievance in a timely manner.

**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 CSUEU-represented employee who is a:
- a. an 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 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 email 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 facsimile number, the grievant may be served by U.S. mail.

#### Informal Level (Optional)

- 7.6 If an informal meeting is requested, it shall be held within fourteen (14) days of the request.
- 7.7 The grievant and one representative, if any, may discuss the grievance with the immediate non-bargaining unit supervisor no later than thirty (30) days after the event giving rise to the potential grievance, or no later than thirty (30) days after the grievant knew or reasonably should have known of the event giving rise to the potential grievance. The grievant or his/her representative must identify the meeting as an Informal Grievance meeting. If the employee chooses to have an additional representative present during this informal discussion, then the immediate non-bargaining unit supervisor may also have an additional University administrator present during the discussions.
- 7.8 The grievant may attempt to resolve the grievance informally with the immediate non-bargaining unit supervisor. The immediate non-bargaining unit supervisor shall provide a written response to the grievant within fourteen (14) days after the Informal meeting. The immediate non-bargaining unit supervisor who conducted the informal meeting shall not serve as the designated administrator for any subsequent levels or render any subsequent level decisions.
- 7.9 A resolution of a grievance at the informal level shall not be precedent setting.

#### Level I – Appropriate Administrator

- 7.10 If the potential grievance is not resolved at the Informal level or if the informal step is not invoked by the grievant, the grievant may file a Level I grievance with human resources no later than thirty (30) days after the event giving rise to the grievance or after the grievant knew or reasonably should have known of the event giving rise to the potential grievance or twenty-one (21) days after the informal response. Human

resources will refer the grievance to the appropriate administrator. Notification of the designated administrator will be provided in writing to the grievant and his/her representative. The grievant shall state on a grievance form agreed to by the parties and provided by CSUEU:

- a. 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 email addresses, if any, of the grievant and/or representative.

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

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

## Level II – Campus President

- 7.13 In the event the grievance is not settled at Level I, the grievant may file the Level II grievance with the President no later than twenty-one (21) days after the Level I response. If a settlement is proposed at the Level I response, the grievant should include a written statement relevant to the settlement proposal.
- 7.14 Within twenty-one (21) days of the Level II filing, the President 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 additional representatives to the meeting by advising the appropriate administrator President in advance. If the grievant(s) has/have additional representatives, the appropriate administrator President may have an equivalent number of additional representatives of management present at the meeting. If there are multiple grievant, the appropriate administrator President may have an additional representative. The President shall respond to the grievant no later than twenty-one (21) days after the Level II meeting.
- 7.15 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 I 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.
- 7.16 Amendments and/or modifications to the grievance shall not be made by the grievant after the Level III filing date, except by mutual agreement.
- 7.17 The parties may, by mutual agreement between the system-level representatives of both parties, expedite the grievance to Level III. Level III time limits shall commence on the date the agreement to expedite was reached.

## Level III – Office of the Chancellor

- 7.18 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 filings and responses together with any documents presented at those levels.
- 7.19 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 CSUEU Headquarters and to the grievant (as long as the grievant provides an address on the grievance form). A copy of the response shall be sent to CSUEU Headquarters. If the grievant has not provided an address, the grievant's copy shall be sent to CSUEU Headquarters and CSUEU will deliver it to the grievant.

#### Level IV - Arbitration

- 7.20 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. A grievance not submitted to arbitration by the union within forty (40) days from the date of the Level III response shall be considered as having been withdrawn.
- 7.21
- a. The parties hereby designate mutually agreed upon arbitrators to be members of the Arbitration Panel under this Agreement. The panel members shall be designated to serve in an order of rotation provided the panel member reached has an available day within one hundred and twenty (120) days of notification, or the parties mutually agree to a later date.
  - b. Either party to the Agreement may peremptorily challenge one panel member at any time during the term of this Agreement and such panel member shall be removed from the panel and replaced with a mutually acceptable replacement.
  - c. When a party peremptorily challenges an arbitrator, that arbitrator shall continue to hear and determine all cases where there has been a hearing, including a hearing on arbitrability issues. In cases where an assignment has been made, but no hearing has taken place, then the case shall be reassigned to the next arbitrator on the rotation. If the challenge is made at a time when the parties are subject to a cancellation fee, then the cost of any such cancellation shall be paid by the party who has made the challenge. Notice to the arbitrator as to his/her removal from the panel shall only be given once he/she has issued final awards in respect of all outstanding grievances over which he/she is exercising jurisdiction.
- 7.22 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 7.25 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. This provision 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.
- 7.23 The arbitrator's award shall be in writing and shall set forth the arbitrator's findings, reasoning, and conclusions on the issue(s) submitted.
- 7.24 The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply at Level IV.
- 7.25 It shall be the function of the arbitrator to rule on the specific grievance. The arbitrator shall be subject to the following limitations:
  - a. The arbitrator's award shall be based solely upon the evidence and arguments appropriately presented in the hearing and upon any post-hearing briefs.
  - b. The arbitrator shall have no power to alter, add to, detract from, or amend the provisions of this Agreement.
  - c. The arbitrator shall not consider any issue not raised by the parties prior to Level IV of this Article. The arbitrator shall not consider any evidence which was known or reasonably should have been known and not raised by the parties prior to Level IV of this Article.
  - d. Under no circumstances may an arbitrator make an award which will supersede the President's judgment on subjective business decisions.
  - e. The award of the arbitrator may or may not include back pay. Any back pay award shall be less any compensation that the employee received, including unemployment compensation. Under no circumstances may interest be included in an award.
  - f. The standard of review for the arbitrator is whether the CSU violated, misapplied, or misinterpreted a specific term (s) of this Agreement.
- 7.26 The arbitrator's award shall be final and binding on both parties.
- 7.27 A witness who is an employee shall be excused from worktime to appear at an arbitration hearing with no loss of pay. Other expenses of any witness called before the arbitrator shall be borne by the party calling the witness. If more than one employee from a department is a witness and such appearances may disrupt department operations, the arbitrator will resolve the scheduling of the witnesses.

- 7.28 Each party shall bear the expense of preparing and presenting its own case. The cost of arbitration, excluding advocate, unilateral withdrawal, postponement, or cancellation fee, shall be borne equally by the parties.
- 7.29 The process to schedule a grievance for an arbitration hearing shall be initiated by a written request from the representative of the Union to the designated individual in the Office of the Chancellor. The request shall be for the parties to select an arbitrator pursuant to Provision 7.21. Any grievance filed into arbitration shall be considered withdrawn by the Union if it has not been scheduled within twelve (12) months of the filing to arbitration from Level IV or rescheduled within six (6) months of a previously scheduled or canceled arbitration date, whichever is later. Within the twelve (12) months of the request for arbitration, the parties shall confirm with an arbitrator that a hearing date has been set.
- 7.30 Upon mutual agreement, the parties may agree to use the expedited AAA arbitration procedures for Health and Safety grievances.

### Mediation

- 7.31 The parties may agree to participate in mediation for the purpose of compromising, settling, or resolving a grievance. Mediation may be invoked at any stage of the grievance process, including the informal level. Grievances may be subject to mediation in accordance with the following:
- a. Grievances shall not proceed to mediation except by the mutual agreement of both parties.
  - b. The mediator shall be selected through the mutual agreement of the parties. The mediator may be a member of the panel established in (d) below, or it may be a person identified by the parties as someone who it is believed could assist the parties in facilitating a resolution of the grievance, and who is willing to serve in that role.
  - c. The timelines and order of the scheduling of grievances for arbitration pursuant to this Article shall not be affected by the parties' desire to invoke mediation.
  - d. The parties shall establish a panel of mediators by mutual agreement, to serve in the north and in the south and who shall serve in alphabetical rotation. Members of the arbitration panel established pursuant to this Article shall not be eligible to serve on this mediation panel. The parties may also agree to use a mediator from the State Mediation and Conciliation Service (SMCS).

- 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

- 7.32 “Med/Arb” is a process under which the mediator begins the hearing by attempting to mediate a settlement. If unable to settle the grievance, the mediator assumes the role of arbitrator and the hearing changes from a mediation to an arbitration.
- 7.33 Grievances may be subject to “Med/Arb” for the purpose of compromising, settling, or resolving a grievance in accordance with the following guidelines:
  - a. Either party may request “Med/Arb” at any time following the Level III response and prior to the grievance being scheduled for arbitration.
  - b. Both parties must agree to use the “Med/Arb” procedure.
  - c. Should a settlement not be reached during the mediation portion of the “Med-Arb” hearing, the award of the mediator/arbitrator from the arbitration portion of the “Med-Arb” shall be final and binding on both parties and is not subject to arbitration under Level IV of the Grievance Procedure.
  - d. The parties shall establish a panel of mediators/arbitrators by mutual agreement, to serve in alphabetical rotation.
  - 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 7.20.

- 7.34 “Med/Arb” hearings shall be conducted in accordance with the following procedure:
- a. The parties shall submit to the arbitrator any joint stipulations and exhibits agreed upon. Each side may also submit its own exhibits.
  - b. The parties shall make opening statements during which they will describe the facts and evidence they intend to submit should the hearing become an arbitration.
  - c. The mediator/arbitrator will then assist the parties to pursue a resolution. If the mediator/arbitrator concurs, witnesses may be called during the mediation phase of the hearing.
  - d. If the parties are unable to reach agreement, the mediator/arbitrator shall end the mediation phase of the hearing and begin the arbitration phase of the hearing.
  - e. During the arbitration phase, both sides may call witnesses and enter evidence into the record.
  - f. Each side is limited to no more than three (3) witnesses, unless they mutually agree to additional witnesses.
  - g. At the conclusion of the hearing the parties shall present oral arguments. Unless the parties mutually agree or the mediator/ arbitrator so requests, the parties will not submit written briefs.
  - h. The provisions of 7.25 through 7.28 apply to “Med/Arb” hearings.
  - i. The arbitrator shall issue a decision without any supporting opinion or analysis within thirty (30) calendar days of the “Med-Arb” hearing.

#### General Provisions

- 7.35 Failure of the grievant to comply with the time limitations of this Article shall render the grievance null and void and bar subsequent filing of this grievance. Failure by the appropriate administrator, President, or designated individual in the Office of the Chancellor to timely respond under this Article shall permit the grievance to be filed at the next level.
- 7.36 Time limits set forth in this Article may be extended by mutual agreement. If the grievant, grievant’s representative, if any, or appropriate administrator, President or

designated individual in the Office of the Chancellor 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. The parties must give advance notice of the need to extend time limits, whenever possible.

- 7.37 In cases where it is necessary for the grievant or the grievant's representative to have access to information for the purpose of investigating a grievance, the grievant or the grievant's representative shall make a written request for such information to human resources. The grievant or the grievant's representative shall have access to all necessary and relevant information within the policies and procedures defining confidentiality which would assist in adjusting the grievance.
- 7.38 To ensure the integrity of the grievance process, at every level a different administrator shall hear and respond to the grievant with the exception of Level IV, arbitration.
- 7.39 The processing of grievances filed and unresolved prior to the effective date of the Agreement may continue under the grievance procedure in effect at the time of the initial filing.
- 7.40 A decision by the Union to submit a grievance to arbitration shall automatically be a waiver of all other remedies except as provided otherwise by statute.
- 7.41 A grievance settled prior to arbitration shall not be precedent setting.
- 7.42 A grievant may withdraw a grievance at any time. The grievant shall not file any subsequent grievance on the same alleged incident.
- 7.43 The parties, by mutual agreement, may consolidate grievances on similar issues at any level.
- 7.44 By mutual agreement, a grievance may be filed at the level at which the authority to resolve the grievance resides.
- 7.45 Prior to filing a grievance, the potential grievant and representative, if any, shall each be provided with one (1) hour release time for grievance preparation and reasonable time for grievance presentation at the informal level.
- 7.46 After the grievance has been filed, a representative and the grievant shall be provided reasonable release time for the purpose of preparation and presentation of the grievance.
- 7.47 The procedures for securing release time for grievance processing shall be:
  - a. Representatives and potential grievants shall notify the appropriate administrator or their designee if release time is required to prepare and present a grievance.

Such notification shall be made with enough advance notice to prevent the grievant's class session from being cancelled prior to leaving the work area whenever possible. Notification shall include, but not be limited to, personal contact, written notification, text message, or email. The representative and potential grievant shall be required to cite only Provision 7.45 or 7.46 as a statement of need.

- b. The appropriate administrator shall grant the contractually specified release time after considering the needs of the operation of the University. If the requested release time is denied for operational need, the deadline for the grievance shall be extended until such time as the release time is provided.
- c. Requests for release time shall include:
  - (1) at what time and location; and
  - (2) the anticipated duration of the meeting.

7.48 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.

7.49 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.

#### Release Time for State Personnel Board (SPB)

7.50 CSU shall provide release time without loss of compensation for appellants to attend hearings conducted by the State Personnel Board (SPB).

**ARTICLE 8**  
**EMPLOYEE STATUS**

- 8.1 Appointments shall be made by the President through written notification. Such notification shall be provided upon appointment or soon thereafter. No employee shall be deemed appointed in the absence of such written notification from the President.
- 8.2 Vacancies for Instructor positions will normally be posted for a minimum of fourteen (14) days on the Campus website. Such announcements shall include the classification title, description of duties, desirable experience, minimum qualifications, salary, employment non-discrimination statement, specialized skills (if any), and procedures to be followed. The President may make emergency appointments, as defined in Article 2, where the appointment period begins in less than fourteen (14) days.
- 8.3 All applicants shall submit letters of interest and any other information required on the job vacancy announcements in order to be considered for a position.
- 8.4 Appointments may be made at any time and for any duration. Appointments shall be made for a maximum number of hours to be worked each week for the duration of the appointment.
- 8.5 Instructors shall be appointed as hourly intermittent employees. Appointments to vacant positions shall be made through official written notification. Notification shall include the beginning and ending dates of appointment, classification title, maximum number of hours to be worked each week, courses to which the Instructor is being assigned, salary, and a statement that the position is covered by a collective bargaining agreement between the parties. No Instructor shall be deemed to be appointed in the absence of such official prior written notification by the campus and the bargaining unit employee's acceptance within the timelines established by the notification.
- 8.6 Consideration for appointments and assignments will be based on factors that include, but are not limited to, the instructor's educational background, performance evaluations, and years of teaching in the ALCP.
- 8.7 The appointment letter for an Instructor shall indicate that appointments automatically expire at the end of the period stated and do not establish consideration for subsequent appointments. No other notice shall be provided.
- 8.8 The President has the right to reduce the length of the appointment and/or the maximum number of hours to be worked by the Instructor.

- 8.9 The Dean of the College or his/her designee will select substitute Instructors from a list of qualified applicants.
- 8.10 Instructors shall submit time sheets pursuant to campus policies.

**ARTICLE 9**  
**PERFORMANCE EVALUATIONS**

- 9.1 A “Performance Evaluation” is an Appropriate Administrator’s written assessment of an Instructors’ employment performance. This evaluation will include consideration of student teaching evaluations (where available) and the classroom evaluations of the Instructor.
- 9.2 Instructors with one (1) year or less of service shall be evaluated by the end of each assignment. An Instructor with more than one (1) year of service, and who has received at least two consecutive satisfactory (or greater) evaluations, shall thereafter be evaluated at least annually.
- 9.3 Prior to a performance evaluation taking place, the evaluator shall communicate in writing the evaluation criteria, schedule, and procedures for written performance evaluations.
- 9.4 An Instructor shall be given a draft evaluation at least five (5) work days to review a draft evaluation and provide input, if any, to the evaluator.
- 9.5 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 Instructor’s personnel file.
- 9.6 If an Instructor disagrees with the content of the final evaluation, within fourteen (14) days of receipt of the evaluation, the Instructor may submit a rebuttal statement that the University shall attach to the performance evaluation.
- 9.7 The content of a performance evaluation of an Instructor shall not be subject to the grievance procedure, but the procedural requirements of the provisions of this Article shall be subject to the grievance procedure.

**ARTICLE 10**  
**PERSONNEL FILES**

- 10.1 One (1) official personnel file shall be maintained for each Instructor 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 If a campus decides to convert 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 Instructor'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.

**Instructor Access**

- 10.3 The contents of an Instructor'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 Instructor.
- 10.4 An Instructor or his/her Union Representative may request an appointment for the purpose of reviewing the Instructor'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 Instructor and/or a union representative shall be notified when the Instructor and/or his/her Union Representative shall have access. The manner of access to the official personnel file shall be subject to reasonable conditions.
- 10.5 Within fourteen (14) days of his/her written request, the Instructor shall be provided an exact copy of all or any portion of materials officially maintained in the campus personnel file. The Instructor 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 March 2016, the amount is ten (10) cents per page.).
- 10.6 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

Instructor's official personnel file and open to the Instructor's review. If a personnel recommendation or decision is based on any reasons not contained in the Instructor'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 Instructor's official personnel file.

- 10.7 An Instructor 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.
- 10.8 Upon request by an Instructor, attendance and payroll records maintained separately from the personnel file may be reviewed by the Instructor or a representative when authorized in writing by the Instructor. Such attendance and payroll records shall be excluded from provisions of this Article.
- 10.9 Instructors may submit commendations, copies of college degrees, certifications and special licenses, and may submit an updated resume to the Appropriate Administrator annually for placement in the Instructor's personnel file.

#### Rebuttal

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

#### Request for Correction

- 10.11 If, after review of his/her records, an Instructor believes that any portion of the material is not accurate, the Instructor may request in writing to the President correction of the record.
- 10.12 Within twenty-one (21) days of an Instructor's request for correction of the record, the President shall notify the Instructor 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 Instructor.
  - b. If the President grants the request for correction of the record, the record shall be corrected. The Instructor 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 Instructor'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 Instructor that criticizes or otherwise comments negatively upon the personal/professional conduct and/or job performance of the Instructor 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 Instructor 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 Instructor may be represented at such a conference by a Union Representative. If a written response is to be provided, the date of such a response will be conveyed by the end of this meeting.
- 11.4 A written reprimand shall be placed in the official personnel file of the affected Instructor and shall be subject to Article 10, Personnel File. The Instructor shall be provided with a copy of a written reprimand. An Instructor may appeal the decision to place a written reprimand in his/her personnel file to the Dean within five (5) days of receiving a response to the conference held pursuant to 11.3 above. The Dean may hold a meeting with the Instructor and his/her representative, if any. Within ten (10) days of receipt of the appeal, the Dean shall provide a written response to the Instructor.

**Rebuttal to Reprimand**

- 11.5 An Instructor 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 Instructor'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 Instructor. Neither the Instructor's request for such a removal, nor the statement verifying the removal, shall be placed in the Instructor's personnel file. If a notice of disciplinary action has been served on the Instructor 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 Instructor 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 Instructor of the immediate effect of a temporary suspension.
- 11.9 The President may terminate or extend a temporary suspension and shall notify the Instructor 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 the Instructor's request, the Instructor may be represented at an investigatory interview if the Instructor reasonably believes that disciplinary action may result. Prior to the interview, the Instructor shall be informed of the general nature of the matter being investigated. The Instructor may request to consult with a representative, if any. The right to representation does not apply to meetings held exclusively to inform an Instructor of a previously made disciplinary decision unless the CSU proposes to discuss or modify the disciplinary decision. If the representative that an Instructor requests is unavailable, the Instructor may request alternate representation. The CSU is not obliged to postpone the interview, nor to suggest or secure the alternate representation; however, the Instructor shall not be required to answer any questions without a representative present, unless the Instructor voluntarily chooses to do so. At its discretion, the CSU may decline to hold any interview if the Instructor requests representation.

## **ARTICLE 12**

### **RESIGNATIONS**

#### **Automatic Resignation**

- 12.1 An Instructor who is absent for five (5) consecutive workdays without securing authorized leave from the President shall be considered to have automatically resigned from CSU employment as of the last day worked. All unauthorized absences, whether voluntary or involuntary, shall apply to the five (5) consecutive workday limitation. The five (5) day period referred to above shall commence at the beginning of the first shift of such absence and shall be deemed to have been completed at the end of the Instructor's scheduled work hours on the fifth (5<sup>th</sup>) consecutive day of unauthorized absence.
- 12.2 The President shall notify the Instructor that the University will be separating him/her by automatic resignation under this Article unless the 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 Instructor has failed to request a review. Notification shall be in person or by certified mail to the Instructor's last known address, and may additionally be provided by fax, electronic mail or regular mail.
- 12.3 If the Instructor responds to the notification from the President by requesting an administrative review within seven (7) work days of such notification, the Instructor will be provided with the opportunity to respond, either orally or in writing, to a campus reviewing officer designated by the President. Either party may present evidence at any review meeting. The reviewing officer's decision, which shall be rendered within fourteen (14) days of the administrative review, shall state:
- a. whether the Instructor was absent for five (5) consecutive workdays;
  - b. whether the Instructor had proper authorized leave to be absent;
  - c. whether the 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 Instructor should be separated by automatic resignation.
- 12.4 Any Instructor who is reinstated by the President under this provision shall not be paid salary for the period of unauthorized absence unless it is determined that such absence

may be appropriately charged to accrued leave. The Instructor shall adhere to all other reinstatement requirements set forth in writing by the President.

- 12.5 This Article shall not supersede Section 89541 of the California Education Code or any substitute or successor provision of that code section. Provisions 12.1 through 12.4 shall not limit an employee's right to a State Personnel Board appeal.

#### Voluntary Resignation

- 12.6 An Instructor who resigns from his/her position shall be terminated as of the effective date of the resignation.
- 12.7 Provision 12.6 shall not supersede Section 89542 of the California Education Code, or any substitute or successor provision of that code section. Provision 12.6 shall not limit an employee's right to a State Personnel Board appeal.

**ARTICLE 13**  
**HOLIDAYS AND VACATION**

**Holidays**

- 13.1 The CSU observes the following holidays, 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.
- 13.2 The holidays listed in this provision shall be observed on the day specific 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)
- 13.3 Any holiday listed in this Article which falls on a Saturday shall be observed on the preceding Friday. Any holiday in this which falls on a Sunday shall be observed the following Monday.
- 13.4 An Instructor scheduled to work on the day a holiday is officially observed shall be entitled to the holiday pay at one and a half times the rate of the Instructors hourly

- rate of pay, in accordance with provision 13.1. Instructors not scheduled to work on the day the holiday is observed are not entitled to the holiday.
- 13.5 An Instructor is entitled to one (1) personal holiday per calendar year based on the number of hours worked in accordance with HR/Leaves 2014-02, or in any superseding or controlling Technical Letter.
- 13.6 A campus yearly calendar shall be posted on the University website at least thirty (30) days before its effective date.

#### Vacation

- 13.7 Vacation shall be credited in accordance with HR Technical Letter HR/Leaves 2014-02 or in any superseding or controlling Technical Letter.
- 13.8 Based upon the operational needs of the campus, vacation requests shall be considered by the appropriate administrator. Vacations shall be scheduled and taken only as authorized by the appropriate administrator, provided that operational needs are met.

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

Requests for scheduling vacation shall be submitted in writing to the appropriate administrator as soon as practicable.

In all cases the appropriate administrator shall respond in writing, either approving or denying the request. The response shall be provided as soon as possible.

**ARTICLE 14**  
**LEAVES OF ABSENCE WITH PAY**

**Sick Leave**

- 14.1 Sick Leave shall be credited in accordance with HR Technical Letter HR/Leaves 2014-02, or in any superseding or controlling Technical Letter.
- 14.2 The use of sick leave may be authorized by the appropriate administrator only when an employee is absent because of:
- a. illnesses, injury, or disability related to pregnancy;
  - b. exposure to contagious disease;
  - c. dental, eye, other physical or medical examinations or treatments by a licensed practitioner;
  - d. family care, meaning illness or injury in the immediate family.
  - e. death of a person in the immediate family.

Upon written request, the appropriate administrator may authorize the use of accrued sick leave for bereavement.

The granting or denial of such additional use of sick leave in provisions 14.2 (d) and (e) shall be the prerogative of the appropriate administrator and shall not be subject to Article 7, Grievance Procedure.

- 14.3 The President may direct an employee to take sick leave if he/she determines that the employee has restricted ability to carry out his/her duties due to illness.
- 14.4 An employee may be required to undergo a medical examination as directed by the President to ascertain the employee's ability to perform his/her required duties. If such an examination is by the physician selected by the employer, the CSU shall bear the costs of such medical examination.

In cases where an employee has a written full medical release without restriction to return to work and the appropriate administrator believes that the employee is unable to perform the duties of the position, the appropriate administrator shall consult with

the Human Resources Director. If the employee is unable to be at work while the decision is being reviewed, the employee must be placed on paid administrative leave.

- 14.5 Under no circumstances may an employee be granted sick leave for days during a leave of absence without pay. An employee may not be granted sick leave during periods when the campus or department is closed unless the employee was on sick leave prior to the time of the campus or department closure.
- 14.6 “Immediate family” as used in this Article shall mean:
- a. The employee’s spouse or domestic partner;
  - b. The employee, spouse or domestic partner’s: parent, step-parent, grandparent, great-grandparent, sibling, child or grandchild (including foster, adopted and step), aunt, uncle;
  - c. The employee’s son-in-law, daughter-in-law;
  - d. A person living in the immediate household of the employee, except domestic employees, roomers, boarders, and/or roommates.

#### Absence as a Witness

- 14.7 Instructors serving as court-subpoenaed witnesses or expert witnesses in the interest of the CSU shall seek the payment of witness fees. Whenever possible, 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.
- 14.8 An Instructor who is absent as a court-subpoenaed witness or expert witness in the interest of the CSU shall be paid the Instructor’s hourly rate for the corresponding period of absence. No portion of the Instructor’s hourly rate 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 Instructor does not remit such fees, an amount equal to the fees shall be deducted from the Instructor’s wages.
- 14.9 An 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 Instructor while on leave. If the Instructor retains the entire fee, the Instructor shall be docked for the period of absence.

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

#### Bereavement/Funeral Leave

- 14.12 For each death of an immediate family member, upon request to the President, the employee shall be granted two (2) days leave with pay for those hours the Instructor was scheduled to work.
- 14.13 Upon request, bereavement/funeral leave may be supplemented with an employee's own leave credits.

#### Jury Duty

- 14.14 An hourly employee shall be eligible for time off with pay for jury duty only for those hours the Instructor was scheduled to work.
- 14.15 An employee who receives initial notification that the Instructor is subject to jury duty shall notify the first level administrator.
- 14.16 The employee is required to notify the appropriate administrator in writing prior to taking leave for jury duty. Verification of actual service for jury duty shall be provided by the employee when requested by the appropriate administrator. If any employee's jury service is for more than fifty percent (50%) of their assigned work shift, employees do not need to report for work following the completion of jury service.

#### Military Leave

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

#### Reporting Absences

- 14.18 An 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.

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

**ARTICLE 15**  
**LEAVES OF ABSENCE WITHOUT PAY**

- 15.1 An Instructor may be granted a leave of absence without pay for the duration of an appointment for the following purposes/reasons:
- a. loan of an employee to another governmental agency;
  - b. family leave;
  - c. temporary incapacity due to illness or injury or periods of disability related to pregnancy;
  - d. student teaching, as required, for employees enrolled in credential programs;
  - e. other satisfactory reasons.
- 15.2 A written application for a leave of absence without pay or an extension of a leave of absence without pay shall be submitted to the President no later than fifteen (15) calendar days, or as soon as practicable, prior to the start of the appointment. The President shall determine if such a leave shall be granted and the conditions of such a leave, and shall respond to the application within five (5) days of the request. Subject to operational considerations, applications for leaves of absence will not be unreasonably denied.
- 15.3 An 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 President.
- 15.4 A leave of absence granted pursuant to Section 15.2 for less than the period of appointment assures the Instructor a right to return prior to the end of the Instructor's appointment to the same courses the Instructor was teaching, unless the parties mutually agree otherwise.
- 15.5 When requested by the appropriate administrator, an Instructor granted a leave of absence without pay shall provide verification that the conditions of the leave were met.
- 15.6 The campus leave of absence procedure that applies to staff employees will also apply to Instructors.
- 15.7 The granting or denial of leaves of absence without pay pursuant to Provisions 15.1 through 15.4 shall not be subject to Article 7, Grievance Procedure, unless it is alleged that the terms of this Article have been violated, misinterpreted, or misapplied.

- 15.10 The leave of absence of Instructors eligible for such leave pursuant to this Article shall terminate upon the expiration of that Instructor's remaining appointment.

**ARTICLE 16**  
**WAGES AND RESPONSIBILITIES**

**Wages**

- 16.1 For each hour of classroom instruction, the instructor will be given one (1) hour of time for:
- a. grading,
  - b. course preparation and course administration (i.e. production of syllabus or course teaching plan, maintaining accurate and complete course records, student evaluation and assessment, inputting student attendance, reporting grades, and mandatory systemwide training requirements).
  - c. office hours.
- 16.2 Instructors shall be paid \$31.00 (thirty-one dollars) per hour.
- Effective July 1, 2017, the hourly rate shall be increased by two percent 2%.
- Effective July 1, 2018, the hourly rate shall be increased by two percent 2%.
- 16.3 Instructors must submit time worked in the form and dates specified by the University.
- 16.4 Prior to hire, the Appropriate Administrator or representative shall meet with the candidate for the Instructor position to discuss the course to be taught, the hours of the course, and the dates and times the Instructor will teach, attendance at required meetings, preparation for the course, and performance of other related duties. The appointment letter will state the maximum number of hours the Instructor will spend 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.

**Instructor Responsibility**

- 16.5 The above wage is all inclusive of regularly assigned course-related activities. Instructors shall be paid separately for program related activities. Program-related activities include:

- a. Participation in planning, developing, and evaluating the program's curricular and instructional goals;
- b. Service on and attendance at program-committees;
- c. Participation in professional development activities;
- d. Assistance with program orientation;
- e. Participation in initial and final term activities and attendance at other required program, college, and university meetings and activities including instructor meetings.

16.6 Participation in Program-related activities must be approved in advance.

- a. The number of hours specified cannot be increased without mutual agreement.
- b. The agreed upon number of hours are not subject to Article 7, Grievance Procedure.

## **ARTICLE 17**

### **BENEFITS**

#### **Parking Fees**

- 17.1 Employees wishing to park at CSU Monterey Bay shall pay the parking fees currently paid by other CSUEU-represented employees in Bargaining Unit 2, 5, 7 and 9.
- 17.2 CSUEU-represented employees shall be entitled to park in any faculty, staff and student parking lots on campus.
- 17.3 The CSU shall provide payroll deductions for this purpose for Instructors, where possible. The implementation and terms of this program shall be determined by the CSU.

#### **Travel Reimbursement**

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

#### **Part-Time Employees Retirement Plan**

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

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

### Direct Deposit

- 17.6 Employees who meet the eligibility criteria established by CSU policies shall be provided the option of direct deposit of their pay.

**ARTICLE 18**  
**HEALTH AND SAFETY**

- 18.1 The CSU recognizes the importance of procedures and policies for the protection of health and safety of Instructors and shall endeavor to maintain such conditions conducive to the health and safety of the Instructors.
- 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 Instructor shall endeavor to maintain safe working conditions and shall adhere to CSU established safety rules, regulations, and practices.
- 18.4 An Instructor 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 Health and Safety Officer.
- 18.5 Recommendations and suggestions regarding safety presented by an Instructor or the Union shall be considered. When such recommendations and suggestions are submitted to the appropriate administrator and to the Health and Safety Officer in writing, the Instructor shall receive a response in writing giving the disposition of such a recommendation or suggestion.
- 18.6 When an Instructor in good faith believes that the Instructor is being required to work under unhealthy or unsafe conditions, the Instructor shall notify the appropriate administrator. The appropriate administrator shall investigate as soon as possible the alleged unhealthy or unsafe conditions, notify the Health and Safety Officer where appropriate, and shall immediately communicate with the Instructor 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 Instructor may request a temporary classroom reassignment when the Instructor believes in good faith that the Instructor's present classroom assignment presents a clear danger to the Instructor's 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 Instructor still believes the unsafe or unhealthy condition exists, the Instructor may contact the Health and Safety Officer. The Health and Safety Officer shall respond to the Instructor as soon as possible.

- 18.8 A representative from Bargaining Unit 14 may be appointed by the Union to serve on the campus-wide health and safety committee. Paid release time shall be provided for the Bargaining Unit 14 representative to attend committee meetings in the event the representative is scheduled to teach on the day and during the time when the committee meets.
- 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 the Instructor, and/or to which the Instructor is exposed. Where available, other similar information, such as an Injury and Illness Prevention Program, shall be provided to the Union or an Instructor, upon written request and within the requirements of the law.
- 18.10 New Instructors 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 Instructors.

**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 their successors.
- 19.2 An Instructor, who alleges discrimination in violation of a CSU systemwide non-discrimination and/or anti-harassment policy, shall file a complaint under the procedure described in Executive Order 1096 (Revised), or in any superseding executive order, if applicable. An Instructor 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.
- 19.3 CSUEU and CSU agree that the intent of Article 19, Section 19.2, is that Instructors who allege discrimination in violation of CSU's systemwide nondiscrimination policy shall file complaint(s) under the procedure set forth in Executive Order 1096 (Revised), or any succeeding Executive Order. It is understood that such discrimination complaints are not grievable under Article 7, Grievance Procedure.

**Whistleblowing**

- 19.4 An Instructor, who wishes to file a disclosure of an improper governmental activity and/or a significant health or safety threat, shall file a complaint under the procedure described in Executive Order 929, or in any superseding executive order, if applicable.
- 19.5 An Instructor, who alleges suffering of retaliation for making a protected disclosure of an improper governmental activity and/or a significant health or safety threat, shall file a complaint under the procedure described in Executive Order 1058, or in any superseding executive order, if applicable.

## **ARTICLE 20**

### **LABOR MANAGEMENT COMMITTEE**

- 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 one representatives each appointed by their respective parties. More representatives may participate, subject to mutual agreement. CSUEU staff may participate in such meetings as representatives of Bargaining Unit 14.
- 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 14 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.
- 20.3 The committee's agenda shall be limited to discussing matters that the campus has the authority to resolve and are related to the interpretation and application of this Agreement or policy affecting Bargaining Unit 14 employees.
- 20.4 LMC meetings will be scheduled so as not to interfere with classroom teaching assignments. Paid release time shall be provided to the member of the LMC for the purpose of participating on the committee if the meeting occurs during the Instructor's assigned course time.
- 20.5 A representative of Bargaining Unit 2, 5, 7 or 9 shall be provided with release time to participate on the LMC at CSUEU's expense, as appropriately noticed per Article 5 (Union Rights) of the CSUEU 2, 5, 7, 9 Agreement.
- 20.6 Committee recommendations, if any, will be presented to the Dean of the College and the Associate Vice President for University Personnel and shall be advisory in nature.

## ARTICLE 21

### INSTRUCTIONAL MATERIALS, SERVICES, AND SUPPORT

- 21.1 The University shall provide all Instructors, without charge, access to the workspace (including keys and keycards if applicable), 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.
- 21.2 The College 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 or designee shall be distributed to all Instructors.
- 21.3 The Department will give consideration to professional development opportunities for Instructors, upon request, and at the Appropriate Administrators discretion.

## **ARTICLE 22**

### **DURATION AND IMPLEMENTATION**

- 22.1 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.
- 22.2 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.

**SIDE LETTER OF AGREEMENT #1**  
**MEMORANDUM OF UNDERSTANDING**

Within ninety (90) days of the ratification of the Unit 14 CBA, the CSU shall commence a classification study for all classifications covered by the Unit 14 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.