

## ARTICLE 13

### APPOINTMENT

- 13.1 Notices of campus position vacancies in the Academic Support Unit except for emergency temporary positions as defined in Article 2.10, substitute temporary positions as defined in 2.22, and temporary positions of sixty (60) or fewer days<sup>1</sup>, shall be posted for fourteen (14) days in the campus Human Resources Office and on the campus website in any listing of campus position vacancies, and on other appropriate bulletin boards. Upon request, copies of such notices shall be provided to the union steward on each campus.
- 13.2 Such announcements shall include the classification title, description of duties, desirable experience, minimum qualifications, salary range, and procedures to be followed by applicants applying for such vacancies.
- 13.3 An employee who believes they are qualified for such a vacant position may apply within the specified application period. Such an application, together with the applications of other qualified persons, shall be considered.
- 13.4 When utilizing a search or interview committee to fill a vacancy in the bargaining unit, at least one (1) bargaining unit member shall be included on the committee.
- 13.5 Appointments shall be made by the President. Appointments may be temporary, probationary, or permanent. Appointments shall be made through official written notification by the President. No employee shall be deemed to be appointed in the absence of such official written notification. Such notification shall include the classification title and time base to which the employee is being appointed, the initial salary, the employment status of the employee, and the effective date of the appointment.
- 13.6 Temporary appointments shall be for periods of time determined by the President and may be extended by the President except as limited by this Article. Temporary appointments shall specify in writing the expiration date of the appointment and that the appointment may expire prior to that date. Such an early separation shall normally require a fifteen (15) work-day notification. Temporary appointments automatically expire at the end of the period stated and do not establish consideration for subsequent

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<sup>1</sup> Temporary positions of sixty (60) days or fewer are intended to fill the short term non-recurring needs of the campus. At the end of the sixty (60) day period the position must be vacated for a period of not less than sixty (60) days.

appointments or any further appointment rights except as provided for in this Article. No other notice shall be provided.

#### Full-Time Temporary Employees

- 13.7
- a. No full-time temporary employee may be appointed or employed for a period exceeding four (4) years of consecutive full-time temporary service in a classification series at the campus.
  - b. Full-time incumbent temporary employees with four (4) or more years of consecutive full-time temporary service in a classification series on the campus as of the date of the tentative agreement shall be awarded permanency at a one hundred percent (100%) time base in the classification held at the time permanency is granted.
  - c. In the event that a full-time temporary employee exceeds four (4) years of consecutive full-time temporary service in a classification series on the campus, they shall be granted permanency at a one hundred percent (100%) time-base in the classification held at the time permanency is granted.
  - d. When a full-time temporary employee has achieved three (3) years of consecutive full-time temporary service in a classification series on a campus, any reduction of the duration or time base of their appointment in the year preceding a grant of permanency pursuant to 13.7 (C) shall be by mutual agreement, or as a direct consequence of the demonstrable operational needs of the campus.

#### Part-Time Temporary Employees with a Time Base of 50% or More

- 13.8
- a. No part-time temporary employee with a time-base of fifty percent (50%) or more may be appointed or employed as a temporary employee for a period exceeding four (4) consecutive years at a time base of fifty percent (50%) or more in a classification series on the campus.
  - b. A part-time temporary employee who has been employed for at least four (4) consecutive years with a time base of fifty percent (50%) or more in a classification series on the campus as of the date of the tentative agreement shall be awarded permanency at the time base held at the time of the granting of permanency and in the classification held at that time.
  - c. A part-time temporary employee who has been employed as a temporary employee for at least three (3) consecutive years, but less than four (4) consecutive years, with a time base of fifty percent (50%) or more in a

classification series on the campus as of the date of the tentative agreement, shall be awarded permanency upon completion of four (4) consecutive years of temporary service in that series on the campus, regardless of their time base in the last two (2) of those years.

- d. Permanency shall be granted to a part-time temporary employee upon completion of four (4) years of consecutive temporary service with a time base of fifty percent (50%) or more in a classification series on the campus.
- e. Permanency granted a part-time temporary employee under provisions 13.8.C or 13.8.D, above, shall be granted at the time base and in the classification held at the time permanency is granted. Neither the time base nor duration of an appointment shall be reduced in the appointment immediately preceding the grant of permanency pursuant to Article 13.8 (D) unless by mutual agreement, or as a direct consequence of the demonstrable operational needs of the campus.

#### Miscellaneous Provisions

- 13.9
  - a. “Year,” as used in these provisions 13.7 through 13.8, shall be a period of three hundred sixty-five (365) days commencing on the date of appointment or anniversary date during which a temporary employee is in compensable status for two hundred seventy-five (275) days or more.
  - b. Nothing in these provisions shall result in temporary service being credited toward the probationary period except as provided for in provisions 14.4 and 14.5.
  - c. These provisions shall not apply to hourly intermittent employees.
  - d. The parties intend for the above provisions to supersede any statute on matters specifically covered in these provisions.
- 13.10 An employee may apply for a vacant position at any CSU campus for which they are qualified. Such applications, along with applications of other qualified persons, shall be considered by the President.
- 13.11 An employee appointed to a position at another campus shall transfer their accumulated sick leave and retirement credit, and may transfer earned vacation credit.

- 13.12 Employees who believe they are misclassified may request a classification review in accordance with campus procedure. APC may also request a classification review in accordance with the campus procedure if the Union believes employee(s) are misclassified. The decision or outcome of the classification review cannot be appealed to the grievance or arbitration procedures contained in the agreement.

If the results of the classification review result in a material, substantive change to the position description as defined in Article 8.10, or the posting of a new Unit 4 position, the CSU will notify APC as outlined in Article 8.8, 8.11 and 8.12.