

ARTICLE 1

RECOGNITION

- 1.1 The Trustees of the California State University recognize the Academic Professionals of California, the Union, as the sole and exclusive bargaining representative for bargaining Unit 4, as defined by PERB. As presently constituted, this includes the employees in classifications described in Appendix A of this Agreement.
- 1.2 The parties further agree that employees in classifications described in Appendix B of this Agreement and all other management, supervisory, and confidential employees as defined in the HEERA are excluded from the bargaining unit.
- 1.3 If the parties disagree as to the inclusion of a new classification in the bargaining unit, either party may seek a unit modification pursuant to the procedures established by the PERB.

For Academic Professionals of California:

For the California State University:

Lee O. Norris



Lee O. Norris
Labor Relations Manager
Bargaining

Joseph J. Jelincic III
Assistant Vice Chancellor, Collective

APPENDIX A

UNIT 4 - ACADEMIC SUPPORT

Shall INCLUDE:

Class

Code

Classification Title

2680 Academic Support Student Employee I

2681 Academic Support Student Employee I – On Campus Work Study

2627 Credential Analyst Trainee

2628 Credential Analyst I

2630 Credential Analyst II

2632 Evaluator I

2633 Evaluator II

2634 Evaluator Trainee

2635 Student Personnel Technician, Financial Aid

~~**2802 Educational Television Program Director, SDSU**~~

2896 Lead Library Assistant III

2891 Lead Library Assistant IV

3078 Student Services Professional I - 10-month

3079 Student Services Professional I - 12-month

3080 Student Services Professional I - Academic Year

3081 Student Services Professional II - 10-month

3082 Student Services Professional II - 12-month

3083 Student Services Professional II - Academic Year

3084 Student Services Professional III - 12-month

3085 Student Services Professional III - Academic Year

3086 Student Services Professional IV - 12-month

3087 Student Services Professional IV - Academic Year

3088 Student Services Professional III - 10 month

3089 Student Services Professional IV - 10 month
5181 Extended Education Specialist I
5182 Extended Education Specialist II
~~8518 Educational Television Program Director - NE~~
8519 Extended Education Specialist I - NE
8520 Extended Education Specialist II - NE
8521 Student Services Professional II - NE
8522 Student Services Professional II - Academic Year - NE
8523 Student Services Professional II - 10-Month - NE
8524 Student Services Professional III - NE
8525 Student Services Professional III - Academic Year - NE
8526 Student Services Professional III - 10-Month - NE
8527 Student Services Professional IV - NE
8528 Student Services Professional IV - Academic Year - NE
8529 Student Services Professional IV - 10-Month - NE
~~9164 Placement Interviewer~~

APPENDIX B

UNIT 4 - ACADEMIC SUPPORT

Shall EXCLUDE:

All employees found to be managerial, supervisory, or confidential within the meaning of Government Code Section 3560 et seq.

APPENDIX C

Employees in the following classifications are not eligible for overtime compensation.

<u>Class Code</u>	<u>Classification Title</u>
3081	Student Services Professional II - 10-month
3082	Student Services Professional II - 12-month
3083	Student Services Professional II - Academic Year
3084	Student Services Professional III - 12-month
3085	Student Services Professional III - Academic Year
3086	Student Services Professional IV - 12-month
3087	Student Services Professional IV - Academic Year
3088	Student Services Professional III - 10 month
3089	Student Services Professional IV - 10 month
5181	Extended Education Specialist I
5182	Extended Education Specialist II
2802	Educational Television Program Director, SDSU

APPENDIX D

Employees in the following classifications are eligible for overtime compensation.

Class

Code Classification Title

2680 Academic Support Student Employee I

2681 Academic Support Student Employee I – On Campus Work Study

2627 Credential Analyst Trainee

2628 Credential Analyst I

2630 Credential Analyst II

2632 Evaluator I

2633 Evaluator II

2634 Evaluator Trainee

2635 Student Personnel Technician, Financial Aid

2896 Lead Library Assistant III

2891 Lead Library Assistant IV

3078 Student Services Professional I - 10-month*

3079 Student Services Professional I - 12-month*

3080 Student Services Professional I - Academic Year*

~~8518 Educational Television Program Director – NE~~

8519 Extended Education Specialist I – NE

8520 Extended Education Specialist II – NE

8521 Student Services Professional II – NE

8522 Student Services Professional II – Academic Year – NE

8523 Student Services Professional II – 10-Month – NE

8524 Student Services Professional III – NE

8525 Student Services Professional III – Academic Year – NE

8526 Student Services Professional III – 10-Month – NE

- 8527 Student Services Professional IV – NE
- 8528 Student Services Professional IV – Academic Year – NE
- 8529 Student Services Professional IV – 10-Month - NE
- 9164 ——— Placement Interviewer**

* With the exception of FLSA mandated overtime, SSP I will remain covered by all provisions of the Agreement which cover classifications listed in Appendix C of the Agreement.

ARTICLE 5

RECONSIDERATION PROCEDURE

Definitions

- 5.1 Request for Reconsideration - The terms "request for reconsideration" or "request" as used in this Article refer to a request filed by an employee for reconsideration of an alleged violation, misapplication, or misinterpretation of a specific written CSU policy governing working conditions or work rules.
- 5.2 Employee - The term "employee" as used in this Article refers to a:
- a. permanent employee
 - b. probationary employee
 - c. temporary employee
- who alleges that they have been directly wronged by a violation of a specific written CSU policy governing working conditions or work rules.
- 5.3 Appropriate Administrator - The term "appropriate administrator" as used in this Article refers to the immediate non-bargaining unit supervisory or management person to whom the employee is normally accountable or who has been designated to respond to the request for reconsideration.
- 5.4 Representative - The term "representative" as used in this Article refers to an employee or an individual within the bargaining unit or representative of the Union who, at the employee's request, may be present at Levels through Level III.
- 5.5 Respond and File - The terms "respond" and "file" as used in this Agreement refer to personal delivery, ~~or~~ deposit in the U.S. mail, or electronic mail ("e-mail"). ~~If mail delivery is used, it shall include a proof of service by mail which shall establish the date of response or filing. The Union and the CSU shall endeavor to use email whenever practicable. If mail delivery is used, the postmark 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. ~~(See Appendix H for Proof of Service form.)~~

Reconsideration Procedure for Campus Policy/Work Rule

- 5.6 A request for reconsideration filed by an employee alleging a violation, misapplication, or misinterpretation of a specific written campus policy governing working conditions or work rules shall be processed pursuant to provisions 5.7 - 5.15.

Informal Level

- 5.7 An employee shall have the right to present an informal request for reconsideration and to have such request considered in good faith by an appropriate administrator.
- 5.8 An employee, whenever possible, shall attempt to resolve an alleged policy violation with the appropriate administrator. A resolution of the alleged policy violation shall not be precedent-setting.
- 5.9 If the issue is not resolved through informal discussions, the employee may file a Level I formal request for reconsideration with the appropriate administrator no later than twenty-one (21) days after the event giving rise to the request, or no later than twenty-one (21) days after the employee knew or reasonably should have known of the event giving rise to the request.

Level I - Formal

- 5.10 The formal request for reconsideration shall state clearly and concisely on a form, an example of which appears as Appendix F:
- a. the specific written CSU policy or rule alleged to have been violated, misapplied, or misinterpreted;
 - b. a detailed description of the reasons for the request, including names, dates, places and times necessary for a reasonable understanding;
 - c. the remedy sought;
 - d. the name, classification, address, telephone number, and signature of the employee;
 - e. the name, address, and telephone number of the representative, if any; and

- f. the date of submission at each level.
- 5.11 An appropriate administrator shall hold a meeting with the employee at a mutually acceptable time and location. At this meeting, pertinent information may be presented, orally or in writing, to the appropriate administrator. The appropriate administrator shall respond to the employee in writing no later than twenty-one (21) days after the Level I meeting.
- 5.12 In the event the reconsideration request is not settled at Level I, the employee may file with the President, no later than fourteen (14) days after the Level I response, a Level II request for reconsideration. The employee shall include in the request a written statement indicating the reason that any proposed settlement at Level I was unsatisfactory.

Level II - Presidential Review

- 5.13 The President may hold a meeting with the employee at a mutually acceptable time and location. At this meeting, pertinent information may be presented, orally or in writing, to the President. The President shall respond to the employee in writing no later than twenty-one (21) days after the filing of the Level II request or twenty-one (21) days after a Level II meeting, if such a meeting occurs.
- 5.14 No amendments and/or modifications to the request shall be made by the employee after the Level II filing date.
- 5.15 The Level II response shall be a final decision.

Reconsideration Procedure for Systemwide Policy/Work Rule

- 5.16 A request for reconsideration filed by an employee alleging a violation, misapplication, or misinterpretation of a specific written systemwide policy governing working conditions or work rules shall be processed pursuant to provisions 5.7 - 5.15 above.
- 5.17 In the event such a request for reconsideration is not settled at Level II, the employee may file a Level III request for reconsideration with the Office of the Chancellor no later than fourteen (14) days after the Level II response.

Level III - Chancellor's Office

5.18 A designated individual in the Office of the Chancellor may hold a meeting with the employee at a mutually acceptable time and location. The designated individual in the Office of the Chancellor shall respond to the employee in writing no later than twenty-one (21) days after the filing of the Level III request, or twenty-one (21) days after a Level III meeting if such a meeting is held. This response shall be a final decision.

General Provisions

5.19 Failure of the employee to comply with the time limitations of this Article shall render the request null and void and bar subsequent filing of the request.

5.20 Failure by the appropriate administrator, or the President, to respond in a timely manner under this Article shall permit the request to be filed at the next level.

5.21 Prior to filing a request, the employee and representative, if any, shall each be provided with one (1) hour release time for preparation and reasonable time for presentation of the request for reconsideration at the Informal Level.

5.22 After the request has been filed, a representative and the employee shall be provided reasonable release time for the purpose of preparation and presentation of the request.

5.23 Both parties agree that files pertaining to a request for reconsideration shall be confidential.

5.24 The parties, by mutual agreement, may consolidate requests on similar issues at any level.

5.25 A decision by an employee to submit a request for reconsideration pursuant to the terms of this Article shall constitute a waiver of all other remedies and access to procedures provided for anywhere else in this Agreement.

5.26 Time limits set forth in this Article may be extended by mutual agreement.

5.27 An employee may withdraw a Request for Reconsideration at any time. The employee shall not file any subsequent request on the same alleged incident.

- 5.28 The procedure (Article 10, Grievance Procedure, or Article 5, Reconsideration Procedure) utilized by the employee at the Level I filing of the grievance procedure or the Level II filing of the reconsideration procedure shall indicate a final and binding selection of procedures. Prior to the Level II reconsideration request filing, the employee may convert to the alternative procedure without interruption of time limits or sequence of levels.
- 5.29 Except as provided in the paragraph above, an employee may not utilize both Article 10, Grievance Procedure, and Article 5, Reconsideration Procedure, to adjust the allegations arising from a single set of circumstances.
- 5.30 An employee may present Requests for Reconsideration and have such requests adjusted without the intervention of the Union provided that the Employer will not agree to a resolution of the request until the Union has received a copy of the request and the proposed resolution and has been given the opportunity to file a response.
- 5.31 An employee shall not suffer reprisals for participation in the processing of a Request for Reconsideration filed pursuant to this Article.
- 5.32 When the employee alleges a violation, misapplication or misinterpretation of a CSU policy which prohibits sexual harassment and/or discrimination on the basis of race, religion, ancestry, color, sex, sexual orientation, gender identity, gender expression, genetic information, sexual orientation, marital status, age (40 and over), disability, veteran status, marital status, pregnancy, medical condition, and/or national origin, the employee shall file their complaint exclusively pursuant to the procedures in Article 21 (Non-discrimination).

For Academic Professionals of California:

For the California State University:

Lee O. Norris

Lee O. Norris
Labor Relations Manager



Joseph J. Jelincic III
Assistant Vice Chancellor, Collective Bargaining

ARTICLE 21

NON-DISCRIMINATION

- 21.1 The CSU prohibits discrimination on the basis of Age, Ancestry, Color, Disability, Ethnicity, Gender, Gender Expression, Gender Identity, Genetic Information, Marital Status, Medical Condition, Military Status, Nationality, Pregnancy, Race, Religion, Religious Creed, Sex, Sexual Orientation, Sex Stereotype, and Veteran Status as used herein are consistent with the definitions provided in the ~~Interim~~ CSU Policy Prohibiting Discrimination, Harassment, Sexual Misconduct, Sexual Exploitation, Dating Violence, Domestic Violence, Stalking, and Retaliation (“Non-Discrimination Policy”) or its successors¹. The Non-Discrimination Policy is formerly known as Executive Order 1096.
- 21.2 An employee, who alleges discrimination, harassment, retaliation or sexual misconduct in violation of the CSU systemwide policy, shall file their complaint under the procedure described in the Non-Discrimination Policy or its successors, 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~~ California Civil Rights Department.

For Academic Professionals of California:

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¹ References to “successor” or “superseding” Executive orders and/or Technical Letters in this article shall not be taken as a waiver of APC’s right to request to meet and confer over proposed changes to matters within the scope of representation, and/or on proposed changes that have reasonably foreseeable impacts on matters within the scope of representation.

ARTICLE 22

LEAVES OF ABSENCE WITHOUT PAY

- 22.1 A full-time employee or a less than full-time permanent employee may be granted a full or partial leave of absence without pay. Leaves of absence without pay shall normally be limited to one (1) year.
- 22.2 Leaves of absence without pay may be granted in accordance with this Article for the following purposes or reasons:
- a. loan of an employee to another governmental agency;
 - b. outside employment that would lessen the impact of a potential layoff or a layoff;
 - c. temporary incapacity due to illness or injury;
 - d. Parental leave;
 - e. Military leave;
 - f. Pregnancy Disability leave;
 - g. to care for a “significantly close person” as defined in provision 20.11 with a serious health condition; and/or
 - h. other satisfactory reasons.

Leaves of absence without pay granted for C., D., E. and F. above shall also be subject to Article 19, Sick Leave. Leaves under G. above to care for a “significantly close person” other than a child, parent, registered domestic partner, or spouse of the employee shall not be considered a family care and medical leave.

- 22.3 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 President. The President shall determine if such a leave shall be granted and the conditions of such a leave. The applicant shall receive a written response regarding granting or denial of the leave within thirty (30) days.
- 22.4 Family and medical leave (“FML”) shall refer to a leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, or to care for a child, parent,

registered domestic partner, spouse, sibling, grandparent, or grandchild of the employee who has a serious health condition, or for the employee's own serious health condition. Family care leave shall be pursuant to this Article.

22.5 Parental leave shall refer to a leave for the purpose of a parent preparing for the arrival of a new infant and the care of a new infant.

A permanent employee is entitled to a parental leave without pay of up to twelve (12) months upon their written request, subject to the conditions of provision 22.12 of this Article. This leave shall satisfy the family care leave requirements of permanent employees for reason of the birth of a child of the employee, the placement of an infant child with an employee in connection with the adoption or foster care of the child by the employee, or to care for an infant child who has a serious health condition. At least thirty (30) days prior to the ending date of the leave, the employee shall inform the appropriate administrator in writing of their intention to return from leave. Changes in the terms of the leave may be made by mutual agreement of the appropriate administrator and the employee.

22.6 The amount of parental leave that may otherwise be granted under Article 22 may be reduced by the amount of FML granted to an eligible employee for reasons set forth in this Article.

Family Care or Medical Leave

22.7 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. An employee who has at least one (1) academic year or twelve (12) months of service is entitled to FML.

22.8 Eligible employees may take up to twelve (12) weeks of FML for an FML qualifying event within a twelve (12) month period.

22.9 An FML-qualifying event is the birth of a child of the employee; the placement of a child with an employee in connection with the adoption or foster care of the child by the employee; to care for a child, parent, spouse, registered domestic partner, sibling, grandparent, ~~or~~ grandchild, or Designated Person of the employee who has a serious health condition; or for the employee's own serious health condition.

As set forth in Government Code Section 12945.2, a Designated Person is any “individual related by blood or whose association with the employee is the equivalent of a family relationship.” A Designated Person is identified at the time the employee requests the leave and is limited to one Designated Person per 12-month period.

- 22.10 When the appropriate administrator becomes aware that an employee has taken or intends to take time off for an FML-qualifying event as defined in Article 22.9, the employee may be asked to provide documentation from a medical professional asserting that there is an FML-qualifying reason. FML-qualifying leaves may be designated as FML.
- 22.11 For family care or medical leave taken for reason of the birth of a child or adoption/foster care of a child by an employee, any leave taken shall be initiated within one (1) year of the birth of a child or placement of a child with the employee in the case of adoption/foster care.
- 22.12 Before granting a family leave for the serious health condition of a child, parent, registered domestic partner, spouse, sibling, grandparent, ~~or~~ grandchild **or Designated Person** the President may require certification of the serious health condition from the health care provider.
- 22.13 Upon expiration of the period which the health care provider originally estimated that the employee needed to care for the child, parent, registered domestic partner, spouse, sibling, grandparent, ~~or~~ grandchild **or Designated Person** the President may require the employee to obtain re-certification if additional leave is requested.
- 22.14 FML is unpaid leave; however, employees shall utilize appropriate leave credits prior to being placed on any unpaid portion of FML.
- 22.15 If an employee asks to use vacation or other paid time off without reference to an FML-qualifying purpose, the CSU may not ask the employee if the leave is for an FML-qualifying purpose.
- 22.16 If the employer denies the employee’s request to use vacation or other paid time off and the employee then provides information that the requested time off is or may be for an FML-qualifying purpose, the employer may inquire further into the reasons for the absence. If the absence is FML-qualifying, employees shall utilize appropriate leave credits in accordance with this Article.

- 22.17 When FML is granted for an eligible employee's own serious health condition, an employee shall use applicable leave credits, including sick leave, vacation, compensatory time off (CTO) and Personal Holiday before going on any unpaid portion of FML. However, if the leave is due to the employee's own serious health condition and also qualifies as an Industrial Disability Leave (IDL) Temporary Disability, or Non-Industrial Disability Leave (NDI), the appropriate guidelines shall apply.
- 22.18 When FML is taken by an employee to care for an eligible family member **or Designated Person**, employees must utilize all accrued vacation, personal holiday, compensating compensatory time off (CTO) that they are eligible to take prior to utilizing any unpaid period of FML.
- 22.19 An employee may use sick leave for the care of the immediate family as defined in provision 19.11 **or Designated Person** during the period of family leave upon mutual agreement between the employee and appropriate administrator, and the use of such sick leave during the period of family leave shall not be limited to forty (40) hours as required in provision 19.12 of this Agreement. The use of sick leave shall be in accordance with the appropriate provisions of Article 19 of this Agreement.
- 22.20 Family and medical leave are separate and distinct from the right of a female employee to take a pregnancy disability leave under Government Code Section 12945, subdivision (b) (2). If a female employee takes part or all of the maximum four (4) months of pregnancy disability leave, she may request up to twelve (12) weeks additional family care or medical leave for reason of the birth of her child, or due to her own serious medical condition. Any combination of family care or medical leave and pregnancy disability leave shall run concurrently with the period of parental leave available to a permanent employee pursuant to provision 22.5 of this Article.
- 22.21 An employee shall provide the President with reasonable written notice of the need for family leave as soon as the event necessitating the leave becomes known to the employee. In general, as much advance notice as possible will be provided. In cases of emergency, when no advance notice is possible, written notice of the need for leave shall be provided within five (5) working days of learning of the need for the leave.
- 22.22 If the employee's need for family leave is foreseeable due to the planned medical treatment or planned supervision of a child, parent, registered domestic partner, ~~or~~ spouse **or Designated Person** with a serious health condition, the employee shall provide the President with not less than fourteen (14) days' notice of the need for the leave. The employee shall consult with the appropriate administrator regarding the

scheduling of the treatment or supervision so as to minimize disruption of the operations of the University.

- 22.23 The granting of a family care or medical leave assures to the employee a right to return to their former position or a comparable position upon expiration of the family leave. If the former position and any comparable position have ceased to exist due to legitimate business reasons unrelated to the leave, the University shall make reasonable accommodation by alternative means only if such alternative means would not cause an undue hardship on the campus. Such alternative means shall include, but not be limited to, offering the employee any other position which is available and for which the employee is qualified. The University is not required, however, to create additional employment which would otherwise not be created, discharge or lay off another employee, transfer another employee, or promote another employee who is not qualified to perform the job. The family care or medical leave shall not constitute a break in service for the purposes of length of service and/or seniority under this Agreement.
- 22.24 An employee on family care or medical leave shall retain employee status and shall continue to accrue seniority points pursuant to Article 33 of the Agreement during the period of the family care or medical leave. During a family care or medical leave an employee may continue to participate in benefits to the same extent and under the same conditions as would apply to any other personal leave of absence without pay pursuant to this Agreement. However, if any paid portion of the family care or medical leave is less than twelve (12) weeks, upon request of the employee to continue coverage, the CSU shall continue to make Employer contributions toward health, dental and vision coverage for the unpaid remainder of the twelve (12) week period. If an employee fails to return at the end of the family care or medical leave, the CSU may require repayment of insurance premiums paid during the unpaid portion of the leave. The CSU shall not require repayment of premiums if the employee's failure to return is due to their serious health condition or due to circumstances beyond the employee's control.
- 22.25 The leave of absence of a temporary employee eligible for such leave pursuant to this Article shall terminate upon the expiration of that employee's temporary appointment.
- 22.26 Upon the expiration of an authorized leave of absence without pay, an employee has the right to return to their former position or an equivalent position within their classification and the time lost shall not constitute a break in service.
- 22.27 An employee who is on a leave of absence without pay shall not return to active pay status prior to the expiration of such a leave without written approval of the President.

- 22.28 Service credit shall not be granted to an employee on a leave of absence without pay, except when the leave is granted pursuant to provision 8.17, Article 8, Union Rights, or when the President determines that the purpose of the leave is of benefit to the campus and expressly grants such service credit.
- 22.29 When requested by the President, an employee granted a leave of absence without pay shall provide verification that the conditions of the leave were met.
- 22.30 An employee on a leave of absence without pay for more than fifteen (15) working days may opt to continue their benefits at their own expense. An employee on a leave of absence without pay for fifteen (15) working days or less shall receive benefits only if the employee earns a sufficient amount to cover their share of any benefit costs.

Military Leave

- 22.31 An eligible employee who is the spouse, registered domestic partner, child, 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. Employees eligible for Service Member Care Leave are eligible for a total of twenty-six (26) work weeks of leave without pay, which includes Service Member Care Leave and the twelve (12) weeks of leave available for any other FML-qualifying event within a twelve (12) month period.
- 22.32 An eligible employee with family members in the regular Armed Forces, National Guard or Reserves is entitled to Military Exigency Leave pursuant to the Fiscal Year 2012 National Defense Authorization Act and related laws. 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. The 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 FML entitlement.

For Academic Professionals of California:

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