Implementation of Health Care Support Classification Series

(Unit 2, Phase 2)

This Memorandum of Understanding (MOU) constitutes the entire agreement between the California State University (CSU) and the California State University Employees' Union (CSUEU) and satisfies all bargaining obligations resulting from meeting and conferring pursuant to HEERA and Article 17 of the parties Collective Bargaining Agreement (Agreement) on the issue regarding impact of CSU’s implementation of updated classification standards for the:

- Health Information Technician (former title Health Records Technician) (1140);
- Health Education Assistant (8145);
- Health Educator (8147);
- Licensed Vocational Nurse I (8134);
- Registered Nurse I (8151);
- Registered Nurse II (8154);
- Registered Nurse III (8157);
- Radiologic Technologist I (7995);
- Radiologic Technologist II (7996);
- Registered Dietitian (former title Nutritionist) (8130);
- Physical Therapist I (7980);
- Physical Therapist II (7981);
- Speech Pathologist (7976);

and the following new classifications in Unit 2:
- Phlebotomist/Clinical Laboratory Assistant
- Orthopedic Technician
- Licensed Vocational Nurse II.

The CSUEU was provided copies of the classification standards used as the subject of discussion between the parties pursuant to provision 17.14 of the Agreement.
In accordance with the foregoing the parties hereby agree as follows:

1. **Salary Schedule**
   a) The subject classifications will be implemented effective February 1, 2010. The salary ranges effective on the implementation date are attached.
   b) Twelve month, 11/12, and 10/12 pay plans will be available for the subject classifications.

2. **Implementation of the Updated Classification Standards**
   a) Implementation of the updated classification standards will not result in any adverse impact to incumbent employees and will not impact any employee’s employment status (probationary, permanent, temporary), anniversary dates or seniority points.
   b) Implementation of these updated classification standards and the corresponding salary ranges will not require campuses to grant the incumbents salary increases. Campus management may elect to provide these employees with in-range progressions.

3. **Implementation of the New Classifications**
   a) Effective with the February 2010 pay period, all newly hired Phlebotomist/Clinical Laboratory Assistant, Orthopedic Technician, or Licensed Vocational Nurse II’s shall be placed into the appropriate Unit 2 classification and will follow the existing provisions of the CSUEU agreement.
   
   b) Licensed Vocational Nurse IIs and current employees who have been identified as Phlebotomist/Laboratory Assistant or Orthopedic Technician shall be provided a website link or copies of the Classification and Qualification Standards for the relevant classifications within thirty (30) days of the execution of this agreement.

   c) If the position description of an incumbent in the classifications covered by this Agreement is not current, the Appropriate Administrator shall work with the employee to update the position description.

   d) The appropriate administrator in the Health Center shall make the initial recommendation of the appropriate classification for those employees in in-lieu classifications performing the work of Phlebotomist/Clinical Laboratory Assistant or Orthopedic Technician, as well as incumbent Licensed Vocational Nurses. Human Resources will review the recommendation following the campus classification review procedure and provisions 9.26 – 9.28.
e) In accordance with campus classification review and approval process and consistent with the Qualification and Classification Standards and requirements, the CSU shall consider an employee’s job duties, skills, experience, and competencies outlined in the classification standards and under California State law and regulations pertaining to the positions to determine his/her placement in the appropriate classification.

f) Pursuant to provision 9.30 of the contract, any appeal of the classification decision must be made by the employee and submitted to Human Resources within thirty (30) days of the employee’s receipt of the classification decision.

g) Classification reviews under this Agreement will be completed no later than one hundred eighty (180) days after Human Resources receives the request. Any reclassification resulting from the classification review process will be retroactive to the implementation date of this Agreement.

h) Employees whose base salary is below the new salary range minimum will automatically be moved to the applicable salary range minimum for their classifications. Pursuant to Article 20, campus management may elect to provide employees in-range progressions above their new minimum salary rates.

i) Employees in “in-lieu” classifications who are reclassified to one of the new classifications will receive at least a 5% increase up to the salary range maximum if the salary range maximum of the new classification is at least 2.5% above the salary range maximum of the employee’s current classification after being adjusted for the 60% salary range spread.

j) In cases where an employee is in an in-lieu of classification with a higher SSI Maximum or Salary Range Maximum than that of the new classification, the employee may be grandfathered in the current classification to ensure no adverse impact; however, an employee may voluntarily elect to be reclassified. The decision by an employee to make such an election pursuant to this paragraph must be made no later than 60 days after the notice of eligibility to be reclassified.

k) There shall be no demotion of any incumbent as a result of the implementation of this Agreement.

l) Employees reclassified as a result of the implementation of the new classifications will not have any change to their temporary, probationary or permanent status.
m) Employee Status

(1) Any permanent employee reclassified as Phlebotomist/Clinical Laboratory Assistant, Orthopedic Technician, or Licensed Vocational Nurse II, within six (6) months of the execution of this Agreement, shall not have to serve a new probationary period.

(2) Probationary employees performing the work of Phlebotomist/Clinical Laboratory Assistant, Orthopedic Technician, or Licensed Vocational Nurse II shall receive credit toward permanency in the appropriate new classification for time served in a prior classification.

(3) The time temporary employees have spent performing the work of Phlebotomist/Clinical Laboratory Assistant, Orthopedic Technician, or Licensed Vocational Nurse I shall be counted for the purpose of qualifying for permanent status.

n) Seniority points for incumbents in in-lieu classifications will be transferred to the new classification. Seniority points for those employees otherwise reclassified/promoted into the new classifications will be handled according to existing provisions in the Agreement.

4. Anniversary Dates

a) Anniversary dates for employees who do not currently have anniversary dates and who meet the following criteria will be set to the month of the employee’s initial appointment into any CSU classification at the campus combined with the current fiscal year:

1. If as of January 31, 2010 the employee’s base salary is at or above the SSI Maximum; and,

2. If on implementation of the new salary ranges effective February 1, 2010 the employee’s base salary is below the new SSI Maximum.

b) In accordance with provision 20.30 g. of the contract, employees reclassified to a classification that resulted in at least a five percent (5%) increase, will have their anniversary date reset.
<table>
<thead>
<tr>
<th>Class</th>
<th># of Incum</th>
<th>Proposed Salary Range Minimum</th>
<th>Proposed SSI Max</th>
<th>Proposed Salary Range Maximum</th>
<th>Proposed Range Spread</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phlebotomist/Clinical Laboratory Assistant (new)</td>
<td>n/a</td>
<td>31,704</td>
<td>47,868</td>
<td>50,724</td>
<td>60%</td>
</tr>
<tr>
<td>Orthopedic Technician (new)</td>
<td>n/a</td>
<td>31,704</td>
<td>47,868</td>
<td>50,724</td>
<td>60%</td>
</tr>
<tr>
<td>Health Information Technician (former title Health Records Technician)</td>
<td>24</td>
<td>36,336</td>
<td>54,864</td>
<td>58,140</td>
<td>60%</td>
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<tr>
<td>Health Education Assistant</td>
<td>15</td>
<td>43,860</td>
<td>66,228</td>
<td>70,176</td>
<td>60%</td>
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<tr>
<td>Health Educator</td>
<td>37</td>
<td>48,072</td>
<td>72,588</td>
<td>76,920</td>
<td>60%</td>
</tr>
<tr>
<td>Registered Dietitian (former title Nutritionist)</td>
<td>4</td>
<td>43,752</td>
<td>66,072</td>
<td>70,008</td>
<td>60%</td>
</tr>
<tr>
<td>Licensed Vocational Nurse I (former title Licensed Vocational Nurse)</td>
<td>40</td>
<td>34,416</td>
<td>51,972</td>
<td>55,068</td>
<td>60%</td>
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<tr>
<td>Licensed Vocational Nurse II (new)</td>
<td>n/a</td>
<td>40,080</td>
<td>60,516</td>
<td>64,128</td>
<td>60%</td>
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<tr>
<td>Registered Nurse I</td>
<td>3</td>
<td>45,144</td>
<td>68,160</td>
<td>72,228</td>
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<tr>
<td>Registered Nurse II</td>
<td>16</td>
<td>48,348</td>
<td>72,996</td>
<td>77,352</td>
<td>60%</td>
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<tr>
<td>Registered Nurse III</td>
<td>6</td>
<td>53,040</td>
<td>80,088</td>
<td>84,864</td>
<td>60%</td>
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<tr>
<td>Radiologic Technologist I</td>
<td>4</td>
<td>42,024</td>
<td>63,456</td>
<td>67,236</td>
<td>60%</td>
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<tr>
<td>Radiologic Technologist II</td>
<td>8</td>
<td>45,084</td>
<td>68,076</td>
<td>72,132</td>
<td>60%</td>
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<tr>
<td>Physical Therapist I</td>
<td>1</td>
<td>47,616</td>
<td>71,904</td>
<td>76,188</td>
<td>60%</td>
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<tr>
<td>Physical Therapist II</td>
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<td>53,844</td>
<td>81,300</td>
<td>86,148</td>
<td>60%</td>
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<tr>
<td>Speech Pathologist</td>
<td>8</td>
<td>59,592</td>
<td>89,988</td>
<td>95,352</td>
<td>60%</td>
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</tbody>
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