


THE CALIFORNIA STATE UNIVERSITY
Office of the Chancellor
401 Golden Shore
Long Beach, California 90802-4210
(562) 951-4411

Date: April 19, 2004 **Code:** TECHNICAL LETTER
HR/Salary 2004-06

To: Human Resources Directors
Payroll Managers 

From: Cathy Robinson, Assistant Vice Chancellor
Human Resources Administration

Subject: Clarification and Update on the Long Term Satisfactory Service (LTSS) Bonus Program for Academic Professionals of California (APC-Unit 4) Employees

This technical letter clarifies eligibility criteria for the Long Term Satisfactory Service (LTSS) bonus program and provides an update on campus actions taken in response to a June 2003 arbitration ruling concerning the LTSS bonus program.

The arbitration ruling specified that “qualified monthly service” criteria is satisfied when an employee works eleven (11) or more days in a month (a pay period), regardless of time base. Specific to part time employees, the arbitrator ruled that time base should not play a role in the calculation of the years of service when determining eligibility for the (bonus) payments, e.g., as long as the employee works eleven days in a pay period, that pay period counts towards continuous credited service.

The eligibility criteria for fiscal year 2003/04 and forward is as follows:

- For permanent, probationary and temporary employees – A year of continuous service on the campus means 12 consecutive months in which the employee was in pay status for 11 or more days, regardless of the number of hours of work each day.
- For intermittent employees – Any month in which an intermittent employee works at least 42 hours will be counted as a month of qualifying service. Any month in which an employee has an intermittent appointment but does not work 42 hours will not be counted as a qualifying month, but will not constitute a break in service. Any month in which the employee does not have an intermittent, temporary, probationary or permanent appointment will constitute a break in service.
- Complete a 5-year anniversary of continuous employment, beginning on the 10th anniversary.

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Attached is copy of the signed procedural agreement between the California State University and APC to determine whether any employee failed to receive a LTSS bonus to which he/she was entitled and to determine whether any remedy was due for LTSS bonuses already issued. Remedial actions are summarized below.

Remedial Actions

- √ A notification from systemwide Human Resources was distributed to campus Human Resource departments in September 2003 to survey whether or not the campus definition of “qualified monthly service” differed from that provided by the arbitration ruling.
- √ If a different definition was used, campuses were instructed to provide the definition and explain how their campus calculated years of service for part time employees.
- √ Resulting information has been furnished to the union, whose responsibility it is to advise members of the definition change and to request employees to self-identify (to APC) if they believed they were improperly denied a bonus for either fiscal year 2000/01, 2001/02, or 2002/03.
- √ Campuses concurring with the union’s findings are instructed to process bonus payments at the employee’s current rate of pay from fiscal year 2003/04 bonus pool funds.

Clarification of the LTSS bonus program service requirements has been updated and is available on Human Resource Administration’s Web site at <http://www.calstate.edu/HRAdm/SalaryProgram/Unit4/index.shtml>.

Questions regarding this technical letter should be directed to Human Resources Administration at (562) 951-4411. Thank you.

CR/dth
Attachment



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OFFICE OF THE CHANCELLOR
HUMAN RESOURCES (562) 951-4400

FAX (562) 951-4890

February 20, 2004

Dr. Charles Goetzl
President
Academic Professionals of California
5040 Parkridge Dr.
Oakland, CA 94619

Re: LTSS Bonuses & Hourly Intermittent Employment
Grievance 4-02-001

Dear Dr. Goetzl:

After reviewing your letter dated February 16, 2004 regarding intermittent employees in relation to the LTSS bonuses, I believe we've reached agreement. I'll restate the proposals with the changes you requested:

1. Intermittent Employee Eligibility
 - a. Any month in which an hourly intermittent employee works at least 42 hours will be counted as a month of qualifying service toward LTSS bonus eligibility.
 - b. Any month in which an employee has an appointment as an hourly intermittent but does not work at least 42 hours will not be considered a month of qualifying service, but will not be considered a break in service.
 - c. Any month in which the employee does not have an hourly intermittent or a temporary appointment will be considered a break in service.
2. APC will communicate to Unit 4 employees both the terms of the recent remedy settlement in the Hayward LTSS pro-ration case and the agreed upon LTSS-related criteria for hourly intermittent employment. In this communication, APC will advise employees who have (at any time in their CSU employment) held hourly intermittent status and believe that they may not have received an LTSS bonus for which they were eligible to contact APC by one month after they receive notice from APC.
3. The employee will be advised to provide documentation (e.g. pay warrants, W-2 forms, monthly attendance records, letters from supervisors or colleagues) to verify the claimed employment.
4. APC will consult with any employee who self-identifies pursuant to #2 above to review the employee's records and clarify the employee's possible eligibility for an LTSS bonus.

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5. No later than one month after the agreed upon response date in #2 above, APC will provide to the CSU a list of employees determined to be eligible, as well as a list of those employees whose LTSS bonus eligibility is still in question.
6. The CSU will review the lists provided by APC and meet with APC to review the records of any employee whose eligibility CSU questions. Should there be any question regarding the employee's claimed eligibility, provided there is some indication the employee worked in the months in question, the parties will work together to amicably resolve the dispute.
7. If the parties can't resolve the dispute over eligibility, the parties will present their positions to the arbitrator by written brief. The arbitrator will determine eligibility.
8. For LTSS bonus eligibility for fiscal year 2003-2004 and beyond, the agreed upon criteria for hourly intermittent employees will be communicated to all Unit 4 employees as part of the normal communication from campus Human Resources offices concerning annual salary matters.

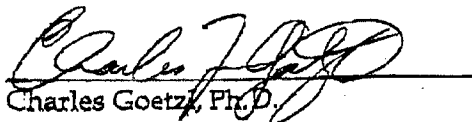
Please sign below to indicate your concurrence. Upon receipt of a copy of this signed letter, I will provide you the list of campuses that used criteria other than that dictated by the arbitrator. I will also forward a copy of our agreement with instructions to the campuses.

Sincerely,



Sharyn Abernatha
Labor Relations Manager

Concurrence:



Charles Goetzl, Ph.D.