Date: December 18, 2012

To: Human Resources Officers
Benefits Officers

From: Evelyn Nazario
Associate Vice Chancellor
Human Resources Management & CO HR Services

Subject: Benefits and Leave Update – State University Police Association (SUPA) (Unit 8) Employees

Overview

Audience: Human Resources Officers, Benefits Officers, and/or campus designee(s) responsible for benefits and leave of absence administration

Action Item: Information only

Affected Employees: State University Police Association (SUPA) (Unit 8) Employees

Summary

This Technical Letter provides information regarding benefit and leave provisions pursuant to the agreement reached between the California State University (CSU) and the Statewide University Police Association (SUPA) (Unit 8), effective September 18, 2012, through June 30, 2014. Campus designees responsible for administering the above programs/provisions should read the remainder of this Technical Letter in its entirety.

The California State University (CSU) and the Statewide University Police Association (SUPA) (Unit 8) agreed to a new contract effective September 18, 2012, through June 30, 2014. Benefits and Leave highlights are provided below:

Association Rights (Article 5)
Effective January 1, 2013, the CSU shall be reimbursed by the Statewide University Police Association, herein after referred to as the "Association," for all compensation paid to a Unit 8 employee for incidental costs at the rate of 36%, based on reasonable periods of release time for participating in "meet and confer" sessions.

Effective September 18, 2012, bargaining unit members may donate earned vacation and/or compensatory time off to an Association Leave Bank at their respective campus. The donated hours will be converted to a dollar equivalency based upon the salary rate in effect at the time of donation by the respective employee (donor). The minimum increment that may be donated by any donor is one (1) hour. Donated hours are non-refundable. Donors will be required to sign a statement that acknowledges the earned vacation or compensatory time off hours donated will not be paid or returned to them. The minimum increment that may be utilized by any recipient

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All Campus Vice Presidents
Payroll Managers
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is one (1) hour. Association Leave Bank recipients will be provided union leave hours based upon their salary rate in effect at the time the hours are provided.

An Association Leave Bank will be maintained at each Campus. The hours donated by the donor or received by the recipient apply only to SUPA bargaining unit members at the respective campus. The bargaining unit members eligible to use the Association Leave Bank shall be designated by SUPA. This bank may be used in addition to, but under the same condition, as the leave time described in Article 5.11(A). A maximum of 40 hours may be maintained in the Association Leave Bank at each campus.

**Impact to Sick Leave, Vacation and Seniority under One-Time Return Rights (Article 12)**
Article 12 of the collective bargaining agreement (CBA) provides limited one-time return rights during the total course of a Unit 8 employee’s service to the CSU if the following criteria are met:

- At separation the Chief marked them as eligible for rehire;
- They return within four (4) months from the date of separation;
  - There is a Unit 8 vacancy in or lower classification in which the employee held permanency on the campus; and
    1. A position which has been given to a candidate as a conditional offer is not considered a vacancy.
    2. The employee meets all POST requirements for the position in which he/she holds permanency, which may include a background check.

If a Unit 8 employee exercises this right, the following provisions apply:

- The employee will not be required to serve a new probation;
- Upon request, the number of sick leave hours at the time of separation will be reinstated;
- Vacation and sick leave will accrue at the same rate that the employee was accruing at the time of separation; and
- The time period between the dates of separation and rehire will not be considered a break in service for the purpose of calculating seniority as referenced in provisions 25.9 and 25.10 of the CBA.

**Benefits (Eligible Family Members) (Article 17)**
Article 17 of the CBA clarifies that the term “eligible family members,” for the purposes of benefits (excluding fee waiver) refers to:

- The eligible employee’s legal spouse;
- Registered domestic partner;
- Children from birth to the end the month in which the dependent children reach age twenty-six (26);
- Disabled child(ren) (based on satisfactory evidence) over the age of twenty-six (26) and enrolled in benefits prior to reaching age 26.

An adopted child, stepchild, natural child recognized by the parent, or a child living with the employee in a parent-child relationship as certified by the employee at the time of enrollment of the child, and annually thereafter up to the age of 26 is also eligible for benefits under Article 17.

**Vacations (Article 18)**
Per Provision 18.5 of the CBA, the Chief of Police or designee must respond within fourteen (14) days to vacation requests. If no written response is received within fourteen (14) days, the employee may request a written response from the Chief of Police or designee. If no written response is received within fourteen (14) days of the request for a response to the initial request, the vacation shall be considered approved.
In addition, Chiefs of Police are no longer required to post a list of employees’ current accrued vacation balances by January 15 and July 15 of each calendar year. This provision has been eliminated from the CBA.

Holiday Pay (Article 19)
The Holiday Pay Article has been updated to clarify that employees with one-hundred (100) or more accrued hours of Holiday Credit may select in writing the method of payment for holiday compensation.

Fee Waiver (Article 20)
Please note the following as defined in Provision 20.1 of the CBA:

- Eligible employees and/or dependents enrolled in a Doctoral program are eligible for a partial fee waiver equivalent to the part-time Graduate Tuition Fee. Therefore, SUPA employees (and their eligible dependent(s)) are responsible for paying the difference between the applicable Doctorate fee and the part-time Graduate Tuition fee.
- Dependent fee waiver is applicable to a spouse or registered domestic partner, or dependent child up to age 23.
- CBA clarifies that fee waiver is not applicable to self-supported courses.

Temporary Assignment and Paid Administrative Leave (Article 22)
Per Article 22, for reasons related to the safety of persons or property; the prevention of the disruption of programs and/or operations, or for investigation for formal notices of disciplinary action, Public Safety (Unit 8) employees can either be:
1. Temporarily reassigned to a location or duty assignment if the location or assignment falls within the employee’s classification; or
2. Placed on paid Administrative Leave. Please note, paid Administrative Leave is not subject to grievances (Article 7) unless the grievant alleges the terms of the CBA have been violated, misinterpreted or misapplied.

Information regarding such provision must be in writing (via facsimile, e-mail, regular or certified mail) to the employee, including termination or extension of the temporary assignment or paid Administrative Leave. The employee must provide the campus with a means or telephone number for immediate communication with the campus.

Unauthorized Leaves of Absence (Article 24)
Provision 24.1 has been updated to indicate that the President shall have the right to initiate termination proceedings against an employee who is absent without leave, whether voluntarily or involuntarily for forty (40) consecutive working hours.

Common Management System (CMS)
The information contained in this technical letter has impact to the CMS Baseline. A new Association Bank is being established. Additional information is forthcoming in a CMS communication.

Questions regarding this Technical Letter may be directed to Human Resources Management at (562) 951-4411. This document is also available on the Human Resources Management Web site at: http://www.calstate.edu/HRAdm/memos.shtml.

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