Benefits and Leave Update – California Faculty Association (CFA) (Unit 3) Employees

Overview

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

Action Item: Information only

Affected Employees: Faculty (Unit 3) 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 California Faculty Association (CFA), effective September 18, 2012, through June 30, 2014. This version has been revised to further clarify the new Parental Leave provisions in Articles 22 and 23.

Campus designees responsible for administering the above programs/provisions should read the remainder of this Technical Letter in its entirety. All previous versions should be discarded.

The California State University (CSU) and the California Faculty Association (CFA) agreed to a new collective bargaining agreement (CBA) effective September 18, 2012, through June 30, 2014. Benefits and leave highlights are provided below:

Leaves of Absence without Pay (Impact on Benefits) - Article 22

The CBA clarifies that in cases where the pay warrant is insufficient to cover benefits deductions due to a leave of absence without pay of less than 15 working days, faculty unit members are responsible for the direct pay of insurance premium payments of both the employer and employee share to continue benefits (health, dental, vision, etc.).
Parental Leave (Formerly Maternity/Paternity Leave) - Articles 22 and 23

Faculty unit employees remain eligible for up to 30 work days of paid maternity/paternity leave that commences within a one hundred and thirty-five (135) day period, which begins sixty (60) days prior to the anticipated arrival date of the new child, and ends seventy-five (75) days after the arrival of a new child due to birth, adoption or foster care. However, upon mutual agreement by the faculty unit employee and the appropriate administrator, this leave no longer has to be taken consecutively.

Up to 15 days of sick leave can now be used to supplement Parental Leave. Use of earned sick leave in excess of 15 days is permitted with a physician's verification of disability.

Probationary faculty unit employees are now eligible for up to 12 months unpaid Parental Leave as defined in Article 22.11. Previously, the 12-month unpaid leave was limited to tenured faculty.

In addition, the following options are now available for faculty unit employees eligible for Parental Leave, and are intended to offer additional flexibility to faculty unit employees and minimize disruptions to the academic program and impacts on students:

- “Leave sharing” of the 30 days paid Parental Leave is now available with mutual agreement of the appropriate administrator(s). Under “leave sharing,” a faculty unit employee eligible for 30 days of Paid Parental Leave may donate all or a portion of the leave to a spouse or registered domestic partner who is also a faculty unit employee. This option shall commence within a 135 day period as stated above.

- Please note: If the faculty unit employees are employed at different campuses, the “leave sharing” must be mutually agreed upon by the appropriate administrators at each impacted campus.

- Upon request of the faculty unit employee and approval by the appropriate administrator, a faculty unit employee with an academic year appointment may be given a reduced assignment over one (1) academic term in lieu of the 30 days Parental Leave, as follows:
  - A workload reduction of 40% (six weighted teaching units (6 WTU)) for one semester, or
  - A workload reduction of 60% (nine weighted teaching units (9 WTU)) for one quarter.

- A part-time faculty unit employee who requests and receives approval for workload reduction in lieu of 30 days paid Parental Leave will receive a workload reduction that is proportional to the faculty unit employee’s time base.

- Parental Leave provisions for additional flexibility are also applicable to 12-month department chairs with AY instructional assignments.

- These provisions do not affect the ability of the faculty unit employee to supplement the Parental Leave with sick leave as described above.

- The workload reduction provision does not impact the employee’s employment information. Therefore, changes should not be made to the employee’s time base in either PIMS (employment history) or Oracle/PeopleSoft (e.g. job), nor are changes required to be made in Absence Management.
Fee Waiver - Article 26

Please note the following updates to Fee Waiver for CFA employees and their dependents:

- Fee Waiver is now available to Coaches with six (6) consecutive years of service in the department (previously coaches were eligible based on six (6) years of full-time equivalent service). One year of service is defined as one (1) semester or two (2) quarters in the bargaining unit on a single CSU campus during a single academic year.

- Eligibility for a dependent child has been extended up to age 25.

- The CBA clarifies that fee waiver does not apply to Extended Education programs for employees or dependents.

- 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, the employee (includes dependent(s)) is responsible for paying the difference between the applicable Doctorate fee and the part-time Graduate Tuition Fee.

- Individuals currently enrolled in the CSU Doctor of Education program either prior to or on the ratification date of the CBA shall continue to be eligible to receive the full fee waiver benefit for the remainder of the program provided they remain in good academic standing, and are not subject to paying the difference between the applicable Doctorate fee and the part-time Graduate Tuition Fee.

The new fee waiver payment schedule for CFA employees is as follows:

- The following fees are fully waived for CFA employees:
  - Application Fee
  - Health Services Fee
  - Identification Card Fee
  - Instructionally Related Activity Fee
  - State University Tuition Fee

- All other Category I and II fees are fully waived as defined in Executive Order No.1054 (excluding the Doctoral Program Fee and the Non-Resident Tuition fee unless eligible through Title 5, Section 41910 provisions).

- The following fees are reduced to one dollar ($1.00) each for CFA employees:
  - Associated Student Body Association Fee (formerly Student Body Association Fee)
  - University Union Fee (formerly Student Union Fee)
  - Health Facilities Fee

- The following fees are fully waived for CFA employees’ eligible dependents (spouse or registered domestic partner or dependent child):
  - Application Fee
  - Identification Card Fee (if mandatory)
  - State University Tuition Fee

All other fees are paid at regular rates.
Faculty Early Retirement Program (FERP) - Article 29

Tenured faculty unit Counselors are now eligible to participate in the FERP program. The FERP program was previously limited to tenured faculty and Librarians.

Additional Information
To assist campuses with implementing the CFA contract changes, HRM has prepared a “Frequently Asked Questions” document as Attachment A of this technical letter.

Common Management Systems (CMS) Processing Instructions
Absence Management has been updated to reflect the label/name change to “Parental Leave.” These changes were delivered on January 25, 2013, in “Unscheduled Maintenance Pak” (UMP) 7.03, and additional information was provided in a CMS Bulletin.

General Information
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:

EN/mh
CALIFORNIA FACULTY ASSOCIATION (CFA) (UNIT 3) NEW BENEFITS AND LEAVE PROVISIONS – FAQ

1. What is the effective date of the new provisions expressed in the recently released CFA contract?
The CFA contract was ratified on 09/18/12, and the new provisions are also effective on this date and going forward, with the exception of the change in fee waiver to the CSU Doctor of Education Program. Since the CFA contract was ratified after most campus’ fall terms had begun, those individuals that were already enrolled in the CSU Doctor of Education Program and are in good standing will continue to have full fee waiver for the duration of enrollment in CSU Doctor of Education Program.

2. Under the new CFA contract, dependent children are eligible for fee waiver up to age 25 now. Should campuses retroactively process fee waiver for those individuals who are 24 and taking classes?
Yes. Under this scenario, the Fee Waiver provision that extends the age of eligibility up to age 25 would be applicable to impacted dependents for any semester or quarter that began on or after 9/18/12.

3. If a faculty member requests a reduced workload in lieu of 30 days paid Parental Leave, does the campus have to reduce the timebase?
No; the reduced workload should not be processed as a reduction in timebase – the employee is simply taking a temporary reduction in workload in lieu of receiving 30 days paid Parental Leave. The faculty member continues to receive full pay while on the temporary, reduced work schedule.

4. How will the reduced workload be tracked by campuses?
It can be tracked at the department level.

5. Are part-time faculty employees eligible for the reduced workload provisions?
Yes, provided the reduction has been approved by the appropriate administrator. However, the reduction in workload would be proportionate to the employee’s time base. For example, a part-time faculty member whose appointment was for 10 WTU per semester would be eligible for a reduction of 40%, or 4 WTU.

6. Is benefits eligibility lost if the faculty member requests the reduced workload?
No; the faculty member would not lose benefits eligibility because there is no change to the appointment.

7. If a female employee has a doctor’s note that requires her to be off work in order to recover from childbirth, would she be eligible for a reduced workload in lieu of the 30 days of paid Parental Leave?
If an employee has a doctor’s note that reflects the individual is totally unable to work for any specific period of the pregnancy or recovery from birth, placing the employee on a reduced workload during this time frame is not appropriate, and such an option should not be extended to the employee.

8. What system changes will be made to the Absence Management module in reference to the new Parental Leave provisions? When will the changes be implemented?
The MAT/PAT leave type will be updated to reflect the new terminology (“Parental Leave”) for R03 employees. These changes are targeted for delivery in 1st quarter 2013.

9. Once an employee enters the reduced work load option, can they cancel the reduced work load option and instead opt to take the “remainder” or “pro-rated” portion of paid Parental Leave?
No. Once the election is made to reduce the work load option in lieu of the 30 days of Parental Leave, it cannot be changed.