

Agreement Between
The Board of Trustees
of
The California State University
and the
Statewide University Police
Association

Unit 8 - Public Safety

July 1, 1998 - June 30, 2001

	<p>THE CALIFORNIA STATE UNIVERSITY OFFICE OF THE CHANCELLOR 400 GOLDEN SHORE LONG BEACH, CALIFORNIA 90802-4275</p>
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PREAMBLE

This Agreement is entered into pursuant to the Higher Education Employer-Employee Relations Act (Section 3560 et seq. of the California Government Code), by and between the Trustees of The California State University, hereinafter referred to as the Employer or the CSU, and the Statewide University Police Association, hereinafter referred to as the Association.

It is the purpose of this Agreement to provide for equitable and peaceful adjustment of differences which may arise, and to establish wages, hours and other terms and conditions of employment as provided by law.

ARTICLE 1

RECOGNITION

- 1.1 The California State University recognizes the Association as the exclusive bargaining representative of the employees in CSU's classifications of Police Officer Cadet, Police Officer, Corporal and Sergeant covered by this Agreement.

ARTICLE 2

DEFINITIONS

- 2.1 Bargaining Unit - The term "bargaining unit" as used in this Agreement refers to the bargaining unit of the employees defined in Article 1, Recognition.
- 2.2 Calendar Year - The term "calendar year" as used in this Agreement refers to the period of twelve (12) consecutive months commencing on January 1 and ending on December 31.
- 2.3 Campus - The term "campus" as used in this Agreement means one university or college and all of its facilities which is a member institution of The California State University. The term "campus" shall also refer to the Office of the Chancellor, when appropriate.

- 2.4 Chancellor - The term "Chancellor" as used in this Agreement refers to the chief executive officer of the CSU or the person authorized to act in that capacity.
- 2.5 Day - The term "day" as used in this Agreement refers to a calendar day.
- 2.6 Chief of Police - The term "Chief of Police" as used in this Agreement refers to the individual on each campus who manages the Department of Public Safety, or his/her designee, regardless of whether the individual possesses the title Chief of Police, Director of Public Safety or some other title as determined by the President
- 2.7 Emergency - The term "emergency" as used in this Agreement means a circumstance requiring immediate action; a sudden, unexpected happening; an unforeseen occurrence or condition.
- 2.8 Employee - The term "employee" as used in this Agreement refers to a full-time:
- a. Permanent Status Employee - The term "permanent status employee" as used in this Agreement refers to an employee who has completed the probationary period.
 - b. Probationary Employee - The term "probationary employee" as used in this Agreement refers to an employee who has not completed his/her probationary period.
 - c. Temporary Employee - The term "temporary employee" as used in this Agreement refers to an employee who is serving in a temporary appointment for a specified period of time.
- 2.9 Fiscal Year - The term "fiscal year" as used in this Agreement refers to the period of twelve (12) consecutive months commencing on July 1 and ending on June 30.
- 2.10 President - The term "President" as used in this Agreement refers to the chief executive officer of a university or college or his/her designee.
- 2.11 Trustees - The term "Trustees" as used in this Agreement refers to the Board of Trustees of The California State University.
- 2.12 Worktime - The term "worktime" as used in this Agreement shall mean any time during which an employee performs authorized services for the CSU.

ARTICLE 3

MANAGEMENT RIGHTS

- 3.1 The CSU retains and reserves unto itself, without limitation, whether exercised or not, all powers, rights, authorities, duties and responsibilities which have not been specifically abridged, delegated or modified by this Agreement.

ARTICLE 4

EFFECT OF AGREEMENT

- 4.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association each voluntarily relinquishes and waives the right, and each agrees that the other shall not be obligated, at any time during and throughout the term of this Agreement, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subjects or matters may not have been within the knowledge of or contemplation of either or both the parties at the time that they negotiated or signed this Agreement.
- 4.2 This Agreement supersedes all previous Agreements, understandings and prior practices related to matters included within this Agreement. It is understood that all items relating to employee wages, hours and other terms and conditions of employment not covered by this Agreement shall remain at the discretion of the Employer, except that the Employer shall provide notification to the Association prior to the implementation of changes.

ARTICLE 5

ASSOCIATION RIGHTS

- 5.1 Association Director: The term "Association Director" as used in this Article refers to one (1) employee on each campus who has been designated in writing as the Director of the campus Association, or his/her designee.

- 5.2 Association Chairman: The term "Association Chairman" as used in this Article refers to one (1) employee who has been designated in writing as the systemwide Chairman of the Association.
- 5.3 Association Representative: The term "Association Representative" as used in this Article refers to an employee of the Association or other representative of the Association who has been designated in writing as an official representative of the Association.
- 5.4 The Association Director shall have the authority to represent employees on the campus at which the Association Director is designated only in matters related to the investigation and presentation of grievances in accordance with the provisions of this Agreement. The Association Director may request to meet with the Chief of Police to discuss bargaining unit issues related to the implementation of this Agreement. The Association Director shall not have the authority to represent the Association in any statewide matters.
- 5.5 The Association Chairman and the Association Representative may visit the CSU campuses to speak with bargaining unit employees during those employees' rest periods, lunch periods, or before or after their scheduled workshifts only. Rest periods may be taken at the beginning or end of a work period for this purpose subject to work needs. Prior to any visit, the Association Chairman or Association Representative shall give notice to the President of any such visit. Notice shall include the identity of the visitor, the time of the visit, and the areas to be visited. Upon arrival on the campus, the Association Chairman or Association Representative shall make his/her presence and destination known to the President. Under no circumstances shall the Association Chairman or Association Representative interfere with the work of an employee.
- 5.6 The Association Chairman and the Association Representative may request to meet with management and/or supervisory employees on matters related to the investigation and presentation of grievances in accordance with the provisions of this Agreement and/or on bargaining unit issues related to the implementation of this Agreement. Prior to any such visit, the Association Chairman and the Association Representative shall make an appointment and shall specify the reason(s) for such visit.
- 5.7 Except as provided for in Provision 5.8 below and in Article 7, Grievance Procedure, all Association activity shall be limited to rest periods, lunch periods, or before or after scheduled workshifts only. Rest periods may be taken at the beginning or end of a work period for the purpose of engaging in such Association activity subject to work needs.

- 5.8 A reasonable number of employees designated by the Association as Negotiation Committee Members shall be granted reasonable periods of release time for participating in meet and confer sessions. The CSU shall not be required to grant release time to more than six (6) employees at any one time, or to more than one (1) employee from any individual campus. Release time shall not include any compensation beyond an employee's straight-time rate of pay. Requests for release time shall be made well in advance of the negotiating sessions and shall be made directly to the Office of the Chancellor. Such requests shall include the employee's name, campus, classification, date(s) to be released, and the hours the employee is scheduled to work on the respective day(s).
- 5.9 The Association shall, within fourteen (14) days of the effective date of this Agreement and annually thereafter, send to the Office of the Chancellor a written list with the names of the Association Directors, the Association Chairman, Negotiating Committee Members, and Association Representatives who are officially authorized to represent the Association.
- 5.10 The Association further agrees to notify the Office of the Chancellor, in writing, of any changes in such listing as soon as possible.
- 5.11 Upon prior written request by the Association of not less than fourteen (14) days, the CSU may grant Association leave not to exceed a total of 260 days per contract year without loss of compensation subject to the following:
- a. Such leave may be partial or full-time and shall be not less than one (1) day nor more than six (6) months in duration. An employee on such a leave shall continue to earn service credit and retirement credit. Vacation, holiday and sick leave credit(s) shall not accrue during such a leave. The employee on such a leave shall have the right to return to his/her former position upon expiration of the leave. Such a leave shall not constitute a break in the employee's continuous service for the purpose of salary adjustments, sick leave, vacation, or seniority. The CSU reserves the right to refuse Association leave requests due to work requirements.
 - b. The CSU shall be reimbursed by the Association for all compensation paid the employee on account of such leave and for any incidental costs. Reimbursement by the Association shall be made no later than thirty (30) days after its receipt of the CSU certification of payment of compensation to the employee. The parties agree that failure to reimburse the CSU within thirty (30) days will result in the denial of any subsequent requests for leave under this provision until all delinquent payments have been made. Such denials will not be subject to the provisions of Article 7, Grievance Procedure of the Agreement.

ARTICLE 6

CONCERTED ACTIVITIES

- 6.1 The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to public health, safety and welfare. The Association, therefore, agrees that during the term of this Agreement there shall be no concerted failure by its members to report for duty, absent themselves from their work, stop work, or abstain in whole or in part from the full and proper performance of the duties of their employment. The Association further agrees that such prohibited concerted activities shall include strikes, sit-downs, slow-downs, stay-ins, "blue-flu," intermittent work stoppages, work to rule, or any other stoppages or alterations of existing work performance patterns that interfere with the services of the Employer.
- 6.2 Any violation of the foregoing by employees or the Association may result in disciplinary action including, but not limited to, discharge from employment of the employees involved, and the exercise of any other legal right or remedy available to the CSU. Disciplinary actions taken by the CSU in such cases shall not be subject to review under Article 7, Grievance Procedure, of this Agreement.
- 6.3 The Association, its officers and representatives shall in good faith use every reasonable effort to terminate any violation of this Article.

ARTICLE 7

GRIEVANCE PROCEDURE

Definitions

- 7.1 Complaint - The term "complaint" as used in this Article shall refer to a concern of an employee which arises from the application of a term of this Agreement.
- 7.2 Grievance - The term "grievance" as used in this Article refers to a written allegation by an employee that there has been a violation, misapplication, or misinterpretation of a specific term(s) of this Agreement.

- 7.3 Grievant - The term "grievant" as used in this Article refers to a:
- a. permanent employee(s);
 - b. probationary employee(s); and
 - c. temporary employee(s) employed at least thirty (30) consecutive days immediately prior to the event giving rise to the grievance
- who allege(s) in a grievance that he/she has been directly wronged by a violation of a specific term(s) of this Agreement. The term "grievant" as used in this Article may refer to the Association when alleging a violation of Article 5, Association Rights, as provided for in this Agreement.
- 7.4 Immediate Supervisor - The term "immediate supervisor" as used in this Article refers to the appropriate nonbargaining unit supervisory or management person to whom the employee is accountable.
- 7.5 Representative - The term "representative" as used in this Article shall be an employee or representative of the Association, who at the grievant's request may be present at Levels I through IV. Representation of the employee at Level V shall be by an "Association Representative."
- 7.6 Respond and File - The terms "respond" and "file" as used in this Agreement refer to personal delivery or deposit in the U.S. mail, postage prepaid. If mail delivery is used, it shall be by certified, return receipt requested mail and the certified receipt date 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.

Level I - Informal Review

- 7.7 An employee shall have the right to present a complaint and to have the complaint considered in good faith. The employee shall discuss the complaint with the immediate supervisor no later than twenty-one (21) days after the event giving rise to the complaint, or no later than twenty-one (21) days after the employee knew or reasonably should have known of the event giving rise to the complaint.
- 7.8 The employee, whenever possible, shall attempt to resolve the complaint informally with the immediate supervisor.
- 7.9 The immediate supervisor shall provide an answer to the employee no later than fourteen (14) days after the Level I meeting.
- 7.10 A resolution of the complaint at the Informal Level shall not be precedent setting.

Level II - Formal

- 7.11 If the complaint is not resolved through Level I informal discussions, the employee may file a Level II grievance with the Chief of Police no later than twenty-one (21) days after the response of the immediate supervisor at Level I. The grievant shall state clearly and concisely on a grievance form provided by the CSU:
- a. the specific term(s) of the Agreement alleged to have been violated;
 - b. the action grieved, including names, dates, places and times and how it violated a specific term(s) of this Agreement;
 - c. the remedy sought;
 - d. the name and classification of the grievant and his/her signature;
 - e. the name of the representative, if any; and
 - f. the date of submission.
- 7.12 The Chief of Police shall hold a meeting with the grievant at a mutually acceptable time and location no later than fourteen (14) days after the receipt of the grievance. The Chief of Police shall respond in writing to the grievant within twenty-one (21) days of the Level II meeting.

Level III

- 7.13 In the event the grievance is not settled at Level II, the grievant may file the Level III grievance with the President no later than twenty-one (21) days after the Level II response. The grievant shall include in the grievance a written statement indicating the reason that the proposed settlement at Level II was unsatisfactory. The President may hold a meeting with the grievant at a mutually acceptable time and location. The President shall respond to the grievant no later than twenty-one (21) days after the receipt of the Level III grievance; or twenty-one (21) days after the Level III meeting, if a meeting is held.
- 7.14 The grievant shall present at Level III all issues and written evidence known or which could have been reasonably known. No additional issues may be presented by the grievant after Level III.

7.15 Amendments and/or modifications to the grievance shall not be made by the grievant after the Level III filing date, except by mutual agreement.

7.16 Prior to the Level III response date, the parties may, by mutual agreement, waive all procedures at Level III and expedite the grievance to Level IV. Level IV time limits shall commence on the date the agreement to expedite was reached.

Level IV

7.17 In the event the grievance is not settled at Level III, the grievant may file a Level IV grievance with the Office of the Chancellor no later than twenty-one (21) days after the receipt of the Level III response.

7.18 A designated individual in the Office of the Chancellor may hold a meeting with the grievant and with the President at a mutually acceptable time and location. The designated individual in the Office of the Chancellor shall respond to the grievant no later than twenty-one (21) days after the receipt of the Level IV grievance; or twenty-one (21) days after the Level IV meeting, if a meeting is held.

7.19 If the grievance has not been settled at Level IV, then within twenty-one (21) days after receipt of the Level IV written decision or the expiration of the time limits for making such decision, upon the request of the grievant, the Association may request arbitration by giving notice to that effect, by certified mail, return receipt requested, directed to the Office of the Vice Chancellor for Faculty and Staff Relations.

Level V

7.20 Arbitration

Unless the specific language of the Agreement is in conflict, the arbitration procedure shall be conducted in accordance with the rules of the AAA, subject to the provisions below:

- a. The parties shall meet within thirty (30) days of the execution of this Agreement to select a panel of ten (10) members to serve as arbitrators under this Agreement. If no agreement is reached on the panel either prior to or within sixty (60) days after the execution of this Agreement, the parties shall designate the arbitrators in accordance with the AAA Voluntary Labor Arbitration Rules until agreement is reached. The panel members shall be designated to serve in alphabetical rotation, provided the next panel member reached has an available hearing date within sixty (60) days of notification. The parties may add or delete panel members by mutual agreement.

- b. At least five (5) days prior to the scheduled date of arbitration, the parties shall attempt to prepare a submission to arbitration signed by both parties setting forth the issue(s) and specific provision number(s) in dispute. Should the parties fail to agree upon a submission, the arbitrator shall determine the issue(s) after the parties' opening statements and prior to the taking of evidence or testimony.
- c. Either party to the Agreement may peremptorily challenge one panel member at any time during the term of this Agreement and such panel member shall be removed from the panel and replaced with a new mutually acceptable replacement.
- d. The arbitrator shall have no authority to add to, subtract from, modify, or amend the provisions of this Agreement, or make an award which either expressly or in effect recommends promotion or awards permanent status to an employee.
- e. The award of the arbitrator may or may not include back pay provided, however, that any back pay award shall not be in excess of six (6) months' salary less any amount that the employee may have received during that period, including unemployment compensation. Under no circumstances may interest be included in an award.
- f. A final decision or award of the arbitrator shall be made within thirty (30) calendar days after the close of the hearing. Such decision or award shall be binding upon the SUPA, the CSU, and the employee(s) affected thereby.
- g. The cost of the arbitration, excluding advocate, unilateral withdrawal, postponement, or cancellation fees, shall be borne equally by both parties. Expenses for witnesses, however, shall be borne by the party who calls them.
- h. The standard of review for the arbitrator is whether the CSU violated a specific term(s) of this Agreement.
- i. If an arbitrability question exists, the arbitrator shall determine the arbitrability question prior to hearing the formal presentations of the parties on the merits of the grievance.
- j. Any grievance filed into arbitration shall be considered withdrawn by the Association if it has not been scheduled for an arbitration hearing within six (6) months of the filing to arbitration from Level IV.

General Provisions

- 7.21 Failure of the grievant to comply with the time limitations of this Article shall render the grievance null and void. Failure by the immediate supervisor, Chief of Police, President, or designated individual in the Office of the Chancellor to timely respond under this Article shall permit the grievance to be filed at the next level.
- 7.22 Time limits set forth in this Article may be extended by mutual agreement.
- 7.23 The processing of grievances filed and unresolved prior to the effective date of this Agreement may continue under the provisions of the grievance procedure as amended by this Agreement.
- 7.24 A grievance settled prior to arbitration shall not establish any precedent for any similar grievance.
- 7.25 The CSU may consolidate at any level grievances on similar issues.
- 7.26 A representative who is an employee of the campus shall be provided reasonable release time solely for the purpose of representing the grievant at a grievance meeting at that campus. This shall not apply to the use of Association leave under Article 5, Provision 5.11 of the Agreement.
- 7.27 Grievance records shall be filed separately from an employee's personnel file and shall be considered confidential.
- 7.28 A grievant may withdraw a grievance at any time. The grievant shall not file any subsequent grievance on the same alleged incident.
- 7.29 If an arbitration hearing is scheduled during the regular worktime of an employee, reasonable release time shall be granted to the employee(s) involved to appear at the arbitration hearing, provided that such release time is requested with sufficient advance notice prior to the date of the hearing. When an arbitration hearing is scheduled or continues outside an employee's scheduled worktime, the employee shall not receive release time. The provisions of this Article shall also apply to a reasonable number of witnesses at an arbitration hearing who are employees.
- 7.30 A decision by the Association to submit a grievance to arbitration shall automatically be a waiver of all other remedies except as provided otherwise by statute.

- 7.31 There shall be no tape recording of grievance meetings by either the CSU or the Association at any level of the grievance procedure. However, this shall not be interpreted to diminish any rights provided under the Public Safety Officers Procedural Bill of Rights (Government Code Sections 3301 et seq.).
- 7.32 The parties agree to include the grievant's name and campus in all correspondence related to all grievances. Further, the CSU shall inform the Association of the grievance number assigned to SUPA grievances at the time that such numbers are assigned. Thereafter, the Association agrees to use the CSU grievance number in all subsequent correspondence related to said grievance.

ARTICLE 8

RULES AND REGULATIONS

- 8.1 All employees shall comply with the rules and regulations of the CSU. The CSU shall have the right to promulgate and to change any rules and regulations so long as the rules are reasonable and are not in violation of this Agreement.
- 8.2 The CSU shall maintain a systemwide Public Safety Policy Manual. This Manual shall be contained in Section 4000, Public Safety, of the State University Administrative Manual (SUAM). The contents of such manual may be revised by the CSU. The Association shall be provided with a draft copy of any official revision and shall be given an opportunity to review and offer suggestions to the CSU prior to its implementation. Such policy manual shall be distributed to all employees. The contents of the manual shall not be subject to Article 7, Grievance Procedure, of this Agreement.
- 8.3 It is expressly understood that in the event of a conflict between the provisions of the SUAM and the provisions of this Collective Bargaining Agreement, the terms of this Agreement shall be controlling.
- 8.4 The CSU shall provide notification to the Association of proposed changes in written systemwide policies affecting wages, hours and conditions of employment during the term of this Agreement. Whenever possible, such notice shall be prior to the implementation of changes in such policies. Within fifteen (15) days of such notice, the Association may request to meet and confer regarding the impact of such changes. Upon request the CSU shall meet and confer regarding the impact of such changes.

ARTICLE 9

CITIZEN'S COMPLAINT

- 9.1 For purposes of this Article, a "complaint" is an allegation by a citizen about the actions of a member of the bargaining unit and shall include one or more of the following:
- a. commission of a criminal offense;
 - b. neglect of duty;
 - c. violation of university or department policies; rules or procedures;
 - d. conduct which may tend to reflect unfavorably upon the employee, the department, or the CSU.
- 9.2 It shall be the policy of The California State University Public Safety Departments to provide for the prompt receipt, investigation, and disposition of citizen's complaints regarding the actions of employees of the Department of Public Safety.
- 9.3 Any bargaining unit member shall refer the complaining party to the Chief of Police as soon as practical.
- 9.4 A complaint will be reduced to writing either by the Complainant or the individual taking the Complaint. Complaints which are not anonymous in nature shall be signed by the Complainant. Complainants who refuse to sign a complaint will be considered anonymous Complainants.
- 9.5 Investigation of a complaint shall be completed as soon as practical, but in no event more than thirty (30) days from the date that the complaint was initiated, unless the investigation was of such complexity that it cannot be completed within thirty (30) days. The subject of the complaint shall be notified of the allegation except in cases where such notification might delay or hinder the completion of the investigation. Each act of alleged misconduct or violation shall be investigated and documented in the investigative report. Confidentiality of all information shall be maintained during the investigative process. At the conclusion of the investigation, the bargaining unit member named shall be informed of the result. The complaint and the investigative report shall be reviewed by the Chief of Police . The Chief of Police will decide whether each alleged act or violation was sustained; not sustained, exonerated; not sustained, inconclusive; not sustained, unfounded.

ARTICLE 10

EMPLOYEE SAFETY

- 10.1 The President may issue orders, regulations or other directives to provide for the safety of employees and/or property. Employees covered by this Agreement shall obey such orders, regulations or directives.
- 10.2 An employee shall have the obligation to submit reasonable suggestions regarding physical working conditions to the Chief of Police or to raise any concerns regarding health or safety issues with the Chief of Police and shall be entitled to a response.
- 10.3 As current public safety patrol vehicles are surveyed out by the CSU, they will be replaced with vehicles equipped with the standard "police package."
- 10.4 Vehicle safety criteria developed by the CSU shall provide that designated vehicles used by Public Safety employees in the course of duty shall be deemed safe for the use intended. Vehicles shall receive a complete safety inspection between 70,000 and 80,000 miles and each 10,000 miles thereafter.
- 10.5 The CSU shall provide each employee with the following equipment:
- a. badge
 - b. CSU shoulder patches
 - c. two name plates
 - d. CSU identification card
 - e. handgun
 - f. holster
 - g. gun belt and keepers
 - h. ammunition and ammunition holder
 - i. baton and baton ring
 - j. handcuffs, key and case
 - k. whistle

- l. notebook and pen
 - m. flashlight and batteries
 - n. protective rain gear
 - o. body armor
- 10.6 The following equipment, when required by the President, shall be available in each Department of Public Safety:
- a. mace and holder
 - b. shotgun
 - c. riot helmet and visor
 - d. gas mask and cartridge
 - e. coveralls
- 10.7 All of the items listed in this Article shall remain the property of the CSU.
- 10.8 In situations when there is only one employee on duty, each Department of Public Safety shall have an established procedure for providing police back-up service within a period of time which is reasonable under the circumstances of each case.
- 10.9 Upon written request from an employee, the Chief of Police, or his/her designee, shall provide the employee with a copy of the post-traumatic incident counseling policy contained in the Public Safety Policy Manual.

ARTICLE 11

PROBATIONARY PERIOD

- 11.1 Probationary Period - The term "probationary period" as used in this Article shall mean a period of continuous credited service an employee who has received a probationary appointment shall be required to serve prior to becoming eligible for permanent status.
- 11.2 "Probationary employee" refers to a full-time employee serving a period of probation.

- 11.3 All employees shall serve an initial probationary period of twelve (12) months of continuous full-time credited service. Time required to complete the P.O.S.T.* Basic Academy training or equivalent shall not be credited service for the completion of the probationary period.
- 11.4 Breaks in Service
- a. When a probationary employee goes on a leave of absence, the President shall determine whether or not the time served before the leave is counted in determining the remaining length of probationary service.
 - b. An employee's probationary period is extended for the same number of days such employee is on WC, IDL, NDI, formal LWOP, jury service or paid sick leave of over thirty (30) cumulative days.
 - c. Normally, a new probationary period shall be served when an employee begins an appointment at another campus. However, the employee may be appointed with permanent status or credit toward permanency as determined by the President of the campus to which the employee is appointed.
- 11.5 Prior to the completion of a probationary period, an employee may be released from employment at the sole discretion of the CSU and without recourse to Article 7, Grievance Procedure, of this Agreement.

Award of Permanent Status

- 11.6 An employee shall be notified in writing by the President as to the award of permanent status.

ARTICLE 12

APPOINTMENT/PROMOTION

- 12.1 When a vacancy for a Police Officer position occurs at any campus, notice shall be posted for a period of at least fourteen (14) days at each Department of Public Safety. All employees may, within the specified application period, apply for appointment to such vacant position.

* The State of California Commission on Peace Officers Standards and Training.

- 12.2 Prior to the filling of a Police Officer vacancy, in addition to all other requirements to be fulfilled by applicants, an interview board composed of at least three (3) individuals appointed by the President shall be convened for the purpose of screening applications and/or interviewing candidates. The majority of the interview board shall be composed of individuals not employed in the Department of Public Safety. Except as indicated in provision 12.3, the interview board shall recommend the name(s) of no more than five (5) qualified applicant(s) to the President. The individual appointed to the position shall be from among those name(s) recommended by the interview board. In the event that none of the recommended applicants are selected to fill the vacancy, the President may request additional recommendations from the interview board. Appointment to any Police Officer vacancy shall be entirely at the discretion of the President. The composition, deliberations and recommendations of the interview board and the decision of the President shall not be subject to Article 7, Grievance Procedure, of this Agreement. Notwithstanding the above, the procedure and process established in this Article shall be subject to Article 7 of the Agreement.
- 12.3 When a vacancy for a Corporal or Sergeant position occurs on a campus, it may be filled by promotion in accordance with provision 12.9. If the President decides not to fill a vacant Corporal or Sergeant position pursuant to provision 12.9, the procedure and process in provisions 12.1 and 12.2 shall apply. In such latter instances, It is the policy of the CSU to offer promotional opportunities to qualified bargaining unit members. To this end, the interview board shall recommend to the President the name of every qualified bargaining unit member who has applied for the position and who has successfully completed all components of the testing process. Such a recommendation may cause the total list of qualified applicants to exceed five (5). If a full-time employee applies for a position at the campus on which he/she is currently employed, he/she shall not be required to take a physical agility or psychological test.
- 12.4 If a permanent employee is appointed to a position in a higher classification on the same campus and fails to successfully complete his/her probationary period in the higher classification, the employee shall be entitled to return to the lower classification with permanent status in that class.
- 12.5 If an employee is selected for appointment/promotion to a vacant position on any campus, the provisions of Article 11, Probationary Period, shall apply. If the employee fails to successfully complete the probationary period, the CSU shall make a good faith effort to place the employee into a position in which he/she had previously held permanent status. Such placement into a position in which permanent status was held may be considered a new appointment.

- 12.6 If an employee is selected for appointment/promotion to a vacant position on any campus, the employee and the President of the appointing campus may mutually agree to grant credit for all or part of the employee's accrued vacation time.
- 12.7 All moving expenses shall be borne by the employee unless the President determines otherwise.
- 12.8 For purposes of this Article, a vacancy is a position for which recruitment has been authorized.
- 12.9 For the purposes of this Article, a promotion is advancement to a higher classification/rank. Promotion to Corporal or to Sergeant from within the bargaining unit on a campus shall be based on the abilities, qualifications and performance of an employee, at the sole discretion of the President, and shall not require posting a new position.
- 12.10 In emergency situations, the provisions of this Article may be waived by the President.

ARTICLE 13

HOURS OF WORK, OVERTIME AND SCHEDULING

- 13.1 Work periods and work schedules shall be established by the President. Employees may be assigned work periods of either one (1) or two (2) weeks. The designated work period for all employees shall commence at 12:01 a.m. Sunday, and shall end midnight the following Saturday for employees assigned a one week work period; for employees assigned a two week work period, the designated work period shall end midnight the Saturday of the second week. Employees may be assigned by the CSU to the following standard work schedules:
- a. One (1) week work period:
 - (i) five (5) days, eight (8) hours per day; or
 - (ii) four (4) days, ten (10) hours per day.
 - b. Two (2) week work period:
 - (i) three (days), twelve (12) hours in each week plus one (1) day, eight (8) hours in one of the two weeks; or

- (ii) five (5) days, nine (9) hours in one week; three (3) days, nine (9) hours and one (1) day, eight (8) hours in the other week.

- 13.2 Work periods and schedules shall be assigned by the Chief of Police. Shifts and days off may either be fixed or rotated. In assigning work periods and schedules, the Chief of Police shall make a reasonable effort to provide the assignment in an equitable and impartial manner with due consideration to departmental and university needs.
- 13.3 All work schedules shall be prepared in written form and normally posted not less than fourteen (14) days prior to any regularly scheduled shift change. No employee shall have his/her regularly scheduled shifts or days off changed without receiving a minimum of fourteen (14) days prior written notification of such change, except in emergency situations. No employee shall be required to work sixteen (16) consecutive hours as a result of a shift change, except in emergency situations.
- 13.4 In emergency situations, all days off and shift assignments may be canceled. The decision for each cancellation shall be made by the Chief of Police.
- 13.5 Meal periods shall count as time worked. When an employee is required to work four (4) hours or more before or four (4) hours or more after a regularly scheduled workday, he/she may claim the actual cost of each overtime meal up to the maximum allowed for lunch in accordance with CSU travel regulations. All claims for overtime meal reimbursements must be supported by a voucher. The time taken to consume the overtime meal will not be included in the computation of overtime for the purposes of this allowance. An employee shall not be required to interrupt his/her work to consume his/her overtime meal. Overtime meals may be taken before, after or during the overtime period. This provision shall not apply to employees receiving a per diem rate.
- 13.6 Rest periods of fifteen (15) minutes once during each work period of four (4) hours or more shall be granted to employees at a time and place arranged by the Chief of Police. Employees who regularly work a four (4) day, ten (10) hour or a three (3) day, twelve (12) hour shift shall be entitled to one (1) additional rest period, not to exceed ten (10) minutes. The rest period shall not be taken at the beginning or end of a work period, and time not used for rest periods shall not be accumulated and used at a later date. Rest periods may be canceled by the Chief of Police during emergencies.
- 13.7 For employees designated on a one week work period, authorized time worked in excess of forty (40) hours in the designated workweek is overtime. For employees designated on a two week work period,

authorized time worked in excess of eighty (80) hours is overtime. Paid holiday, paid sick leave, paid vacation, and compensatory time off shall be counted as time worked for purposes of this Article.

- 13.8 Overtime shall be assigned by the Chief of Police. Such overtime assignments shall be offered to bargaining unit members prior to offering work to employees outside the unit on the basis of departmental and university needs. As far as practicable, overtime shall be distributed equitably and impartially among qualified employees. In emergency situations or when there are an insufficient number of qualified employees desiring to work required overtime, employees may not decline such overtime assignments.
- 13.9 All overtime hours worked shall be compensable by cash or compensatory time off, as determined by the Chief of Police, at a rate of one and one-half (1 1/2) times the straight rate of pay for authorized overtime work. When practicable, such determination shall be made prior to requesting employees to work overtime. If any subsequent changes are necessary, the Chief of Police shall consult with the affected employee prior to the implementation of this change.
- 13.10 Nothing contained in this Agreement shall be interpreted as requiring a duplication or a pyramiding of holiday, vacation, daily or weekly overtime payments involving the same hours of work.
- 13.11 Compensatory time off shall be taken on a date mutually agreed upon by the employee and the Chief of Police, with due consideration given to the efficient operation of the department and current departmental workload. In cases where an employee has accumulated more than two hundred (200) hours of compensatory time off and the parties are unable to reach mutual agreement on dates to take CTO, the Chief of Police may, upon reasonable notice to the employee, specify a date(s) on which the employee shall take earned CTO. Such directed days off shall be scheduled in conjunction with other regularly scheduled days off subject to the needs of the department. Employee requests to take compensatory time off shall not be unreasonably denied by the Chief of Police.
- 13.12 Call-back work is work, including work-related court appearances pursuant to subpoena, directed by an appropriate administrator and performed at a time outside of and not continuous with an employee's assigned regular work schedule. An employee called back to work shall receive no less than three (3) hours pay or compensatory time off at the appropriate rate of pay unless such call-back is within three (3) hours of the beginning of the employee's next shift, in which case the employee shall only be paid for the hours remaining before the beginning of the employee's next shift. An employee shall receive a minimum of two (2)

hours compensation or compensatory time off at the appropriate rate of pay for required standby time for court appearances outside a unit member's regular schedule. Notwithstanding the payment of all call-back hours, at the overtime rate of pay as provided above, only the hours actually worked shall be counted as time worked for the purposes of computing overtime. The hours not worked but credited shall be at a straight time rate.

- 13.13 When an employee is required by an appropriate administrator to attend a staff meeting or work-related training during non-working hours, time spent participating in such activity shall be compensable pursuant to the overtime provisions of this Article.

ARTICLE 14

BARGAINING UNIT WORK

- 14.1 The CSU shall determine what tasks and work shall be assigned to the employees and which employees shall be assigned to perform the work.
- 14.2 Employees shall not be required to maintain fire protection equipment or devices on any campus. For purposes of this Article, maintenance shall not include inspection of fire protection equipment or devices.
- 14.3 Employees who are required to provide security for the transportation of money shall be accompanied by a non-unit employee who shall be responsible for the actual amount of money transported. If a non-unit employee is not available, an employee shall be escorted by another unit employee from the Department of Public Safety.
- 14.4 Appropriate POST-approved non-unit members may perform duties within the classification and qualification standards that are applicable to bargaining unit employees. Such performance of duties shall not cause or result in the displacement or reduction of Unit 8 personnel.
- 14.5 Unit members may be required to work dispatcher duties in emergency situations. The CSU shall attempt to utilize non-Unit 8 employees to perform dispatcher duties prior to assigning Unit 8 employees.
- 14.6 The Chief of Police shall retain discretion to determine reasonable accommodation involving employees with temporary medical limitations on a case by case basis. Such medical accommodations shall be assigned equitably among requesting unit members.

ARTICLE 15

OUT-OF-CLASS WORK

- 15.1 Any employee who is temporarily assigned to and performs the duties of a higher level position on an acting basis for longer than fifteen (15) consecutive calendar days shall be entitled to receive extra pay commencing with the sixteenth (16) day of the assignment. The employee's rate of pay shall be an amount equivalent to a two (2) step increase over the amount of regular pay the employee normally earns or the first step of the higher class, whichever is greater.
- 15.2 If any such future reassignment within a twelve (12) month period occurs which extends for more than seven (7) consecutive calendar days, the employee shall receive the appropriate compensation of the higher classification from the first day of such a reassignment. Days on which an employee is absent from work or on a paid leave shall not constitute a break in "consecutive calendar days" as the term is used in this Article.

ARTICLE 16

OUTSIDE EMPLOYMENT

- 16.1 Employees shall give prior written notification to the Chief of Police of any outside employment. Such notification shall contain the name of the employer, the nature of the employment participated in, and the number and scheduling of hours involved. When the Chief of Police determines that the employment can reasonably be expected to adversely affect the employee's work performance and/or would be inconsistent with the accepted image of a University police officer, then he/she may direct the employee not to engage in such outside employment.
- 16.2 All employees engaged in outside employment upon the effective date of this Agreement shall, within two (2) weeks of such date, comply with the notice provisions of this Article.

ARTICLE 17

BENEFITS

Health

17.1 Eligible employees and eligible family members as defined by PERS shall continue to receive health benefits offered through the PERS system for the life of this Agreement. Payment for these benefits shall be based on rates established by PERS for participating members. The Employer contribution shall be based on current formula as provided in Government Code Section 22825.1.

Health Premium Conversion Program (TAPP)

17.2 All bargaining unit employees who contribute toward health benefits pursuant to provision 17.1 shall be entitled to participate in the CSU Health Premium Conversion Program. The terms of this program shall be determined by the CSU. All administrative costs for participation shall be paid by participating employees.

Dental

17.3 For the life of this Agreement, the dental benefits provided by the CSU through the insurer(s) selected by CSU for its indemnity and prepaid dental plans shall be offered to eligible employees and eligible family members as defined in provisions 17.7 and 17.8. The Employer's contribution to such plans shall equal one hundred percent (100%) of the basic monthly premium.

Vision Care

17.4 For the life of this Agreement, the vision care benefits provided by the CSU through carriers selected by the CSU shall be offered to eligible employees and eligible family members as defined in provisions 17.7 and 17.8. The Employer's contribution to such plans shall equal one hundred percent (100%) of the basic monthly premium.

Dependent Care Reimbursement

17.5 All bargaining unit employees shall be entitled to participate in the CSU Dependent Care Reimbursement Program. The terms of this program shall be determined by the CSU. All administrative costs for participation shall be paid by participating employees.

Enhanced 1959 Survivors Benefit

- 17.6 Eligible employees as defined under the Public Employees' Retirement System shall receive the improved 1959 Survivors Benefit as provided in Government Code Section 21382.4. Bargaining unit employees will continue to pay a premium of two dollars (\$2.00) per month for this benefit. All monthly premiums in excess of the contribution of employees will be paid by the CSU.

Eligibility

- 17.7 The term "eligible employees" as used in this Article shall mean that an employee must be appointed half-time or more for more than six (6) months. Those excluded from dental and vision benefits include intermittent employees or any employee paid wholly from funds not controlled by the CSU, or from revolving or similar funds from which a regular State share payment of the insurance premium cannot be made. A Police Officer Cadet shall not be eligible for any benefits or other form of compensation which specifically relate to sworn peace officers, including, but not limited to, Enhanced Industrial Disability Leave (4816 benefits), Public Safety or Law Enforcement PERS benefits and/or contributions, P.O.S.T. Certification stipends and Special Assignment stipends.
- 17.8 The term "eligible family members" as used in this Article shall mean the eligible employee's legal spouse and unmarried children from birth to the end of the month in which the dependent children reach age twenty-three (23). An adopted child, stepchild, illegitimate child recognized by the parent, or a child living with the employee in a parent-child relationship who is economically dependent upon the employee is also eligible. A family member who is a disabled child over age twenty-three (23) may also be enrolled if, at the time of initial enrollment of the employee, satisfactory evidence of such disability is presented to the carrier consistent with the carrier's requirements. Upon attaining age twenty-three (23), a disabled child who is already enrolled may be continued in enrollment if satisfactory evidence of that disability is filed with the carrier in accordance with the carrier's criteria.

Information Regarding Benefits

- 17.9 The campus Personnel Office shall provide information concerning an individual employee's rights under NDI, IDL, Temporary Disability, Social Security, and/or PERS retirement options.

Industrial Disability Leave

- 17.10 Upon written notification to the CSU by an eligible employee, he/she may elect to supplement IDL payments with charges to his/her accrued sick leave. Such an election shall be made no later than fifteen (15) days after the report of the injury for which IDL is being paid.
- 17.11 Such supplement shall continue until the employee has exhausted his/her accrued sick leave or until the employee provides to the CSU written notification he/she wishes to discontinue the supplement. Such a notice shall be provided fifteen (15) days prior to the effective date of such a discontinuation.
- 17.12 Such a supplement to IDL payments shall not result in the employee receiving a payment in excess of his/her regular salary or wage.
- 17.13 All payments received by an employee while on IDL shall be subject to mandatory and authorized voluntary deductions except tax-sheltered annuities and deferred compensation plans.

Enhanced Industrial Disability Leave (EIDL or Labor Code 4816 Benefit)

- 17.14 Whenever any sworn bargaining unit employee is disabled by injury or illness arising out of and in the course of his/her duties, he/she shall be entitled to enhanced industrial disability leave (EIDL) benefits, regardless of his/her period of service with the University.
- 17.15 The EIDL benefit will be equivalent to the injured employee's net take home salary on the date of occurrence of the injury. EIDL eligibility and benefits may continue for no longer than one (1) year after the date of occurrence of the injury. For the purposes of this EIDL section, "net take home salary" is defined as the amount of salary received after federal income tax, state income tax and employee's retirement contribution has been deducted from the employee's gross salary.
- 17.16 This EIDL benefit shall not be applied to either presumptive, stress-related disabilities, any psychiatric disability, or any physical disability arising from a psychiatric injury.
- 17.17 The final decisions as to whether an employee is eligible for, or continues to be eligible for EIDL, shall rest with the Employer. The Employer may periodically review the employee's condition by any means necessary to determine an employee's eligibility for EIDL.
- 17.18 Other existing rules regarding the administration of IDL will be followed in the administration of EIDL.

- 17.19 This section relating to EIDL will not be subject to the arbitration procedure of this MOU.

Uniform Replacement Allowance

- 17.20 Eligible employees who are required to wear a uniform shall earn a uniform allowance of \$57.00 per qualifying month of service.
- 17.21 Employees shall be responsible for the purchase and maintenance of uniforms required for employment.
- 17.22 The total uniform allowance earned by an employee shall be paid in a lump sum in October of each calendar year. Employees who have been employed on the campus for less than one (1) year shall receive payment and/or reimbursement on a pro rata basis in October of each calendar year.

Uniform allowance payments shall be excluded from the Public Employees' Retirement Plan's definition of compensation.

All deductions from the lump-sum payment for uniform allowance and/or reimbursement shall be in accordance with state and federal law.

Travel Reimbursement

- 17.23 Employee expenses incurred as a result of travel on official CSU business shall be reimbursed in accordance with the rates set by the CSU, except that the parties must negotiate on any CSU proposal to decrease such reimbursement allowances.

Parking

- 17.24 An employee wishing to park on any CSU facility shall pay the parking fee as determined by the CSU. The CSU shall provide for payroll deductions for this purpose upon written authorization by the employee.

Tax Sheltered Annuity

- 17.25 All members of the bargaining unit shall be eligible to participate in tax-sheltered annuity program in accordance with regulations and procedures as established by the California State University.

Physical Education Facilities

17.26 Employees shall have access to campus Physical Education facilities during non-scheduled work hours unless the President has determined that such access interferes with the authorized use of the facilities. The standard campus fee may be charged for the use of CSU-operated facilities. The use of campus Physical Education facilities by employees shall be wholly voluntary and shall not be considered as time worked.

FlexCash Plan

17.27 All employees eligible for either health insurance, pursuant to provisions 17.1 of the Agreement, or dental insurance, pursuant to provisions 17.3 of the Agreement, shall be entitled to participate in the CSU FlexCash Plan. A participating employee may waive health and/or dental insurance coverage in exchange for the following monthly payments:

- | | |
|---------------------------|-----------------|
| 1. Waive medical & dental | \$140 per month |
| 2. Waive medical only | \$128 per month |
| 3. Waive dental only | \$12 per month |

In order to participate in the Plan, an employee will be required to request participation and certify that he/she has alternate non-CSU coverage in the insurance being waived. The terms of this Plan shall be determined by the CSU. All administrative cost for participation shall be paid by the participating employees.

Life Insurance

17.28 The CSU shall provide eligible employees as defined in 17.1 with life and accidental death and dismemberment insurance at no cost to the employee. This program shall provide insurance during the term of employment in the amount of ten thousand (\$10,000).

PERS Contribution

17.29 The CSU shall pay 100% (i.e., 8.0% of 8.0%) of each bargaining unit employee's contribution to the Public Employees Retirement System (PERS).

ARTICLE 18

VACATION

18.1 All employees are eligible for paid vacation in accordance with the schedule in Provision 18.2 below.

18.2 Vacation Schedule

Vacation Credit Per Monthly Pay Period

Service Requirements	Days	Hourly Equivalent of Days
1 Month to 3 Years	5/6	6-2/3
37 Months to 6 Years	1-1/4	10
73 Months to 10 Years	1-5/12	11-1/3
121 Months to 15 Years	1-7/12	12-2/3
181 Months to 20 Years	1-3/4	14
241 Months to 25 Years	1-11/12	15-1/3
301 Months and Over	2	16

18.3 An authorized leave of absence without pay shall not be considered service for the purpose of vacation accrual.

18.4 Vacation credits are cumulative to a maximum of two hundred and seventy-two (272) working hours for ten (10) or less years of qualifying service or three hundred and eighty-four (384) working hours for more than ten (10) years of such service. Accumulations in excess of this amount as of January 1 of each year shall be forfeited by the employee.

18.5 Requests for vacation must be submitted with reasonable advance notice and in writing to the Chief of Police. An employee may request to schedule a block of several consecutive days vacation equal to the number of vacation days the employee earns in that calendar year. Based upon the operational needs of the campus, vacations shall be scheduled and taken as authorized by the Chief of Police.

18.6 For purposes of computing vacation credit, an employee who works eleven (11) or more days in a monthly pay period is considered to have completed a month, a month of service, or continuous service. When an absence without pay of more than eleven (11) consecutive working days falls into two (2) consecutive qualifying monthly pay periods, one (1) of the pay periods is disqualified.

- 18.7 During an employee's probationary period, vacation credit is earned.
- 18.8 The Chief of Police shall post a list containing the names of all employees and their current accrued vacation balance by January 15 and July 15 of each year.

ARTICLE 19

HOLIDAYS

- 19.1 The following paid holidays, except as provided in Provision 19.3 below, shall be observed on the day specified:
- a. January 1
 - b. July 4
 - c. First Monday in September
 - d. Thanksgiving Day
 - e. December 25
 - f. Third Monday in January (Martin Luther King, Jr., Day)
- 19.2 The paid holidays listed in this provision shall be observed on the day specified unless they fall on a Saturday or Sunday, or are rescheduled for observance on another day by the President.
- a. Third Monday in February (Washington's Birthday)
 - b. February 12 (Lincoln's Birthday)
 - c. Last Monday in May (Memorial Day)
 - d. Admission Day
 - e. Second Monday in October (Columbus Day)
 - f. November 11 (Veteran's Day)
- 19.3 Any holiday listed in Provision 19.1 or 19.2 above which falls on a Saturday shall be observed on the preceding Friday, and any holiday in Provision 19.1 or 19.2 above which falls on a Sunday shall be observed the following Monday.
- 19.4 An employee in pay status on the day a holiday is officially observed shall be

entitled to the holiday. The number of hours of the holiday shall be determined by the hours the employee is normally scheduled to work on the day the holiday is observed. An employee on a leave of absence without pay or other nonpay status on a day a holiday is officially observed shall not be entitled to the holiday.

- 19.5 If a holiday falls on a scheduled workday during an employee's vacation or within a period of absence chargeable to sick leave, the employee will not be charged sick leave or vacation time.
- 19.6 A campus yearly calendar shall be provided to the Association Director at least thirty (30) days before its effective date.
- 19.7 Each employee is entitled to a Personal Holiday which must be taken during the calendar year. If the employee fails to take the Personal Holiday before the end of the calendar year, the holiday shall be forfeited. The use of the Personal Holiday shall be coordinated with and authorized by the Chief of Police.

Holiday Work Compensation

- 19.8 A full-time employee who works on the day a holiday is officially observed shall be compensated at his/her overtime rate on an hour-for-hour basis for the actual number of hours worked. Such compensation shall be in cash or CTO, as determined by the President. This provision shall apply pro rata to less than full-time employees.
- 19.9 When a holiday is observed pursuant to Provision 19.3 and an employee is not scheduled to work on the day the holiday is observed, but is required to work on the calendar date of such a holiday, he/she shall receive holiday compensation only for time worked on the calendar date of the holiday. Such compensation shall be provided pursuant to Provision 19.8 of this Article.
- 19.10 A unit member who has been required to work on the same specific holiday for two consecutive years, shall have the right to request not to be assigned to work that specific holiday the following year. If such a request is made fourteen (14) days or more prior to the date of the holiday, every reasonable effort will be made to grant the request.

ARTICLE 20

EMPLOYEE EDUCATION

- 20.1 Employees may request permission to participate in a CSU fee waiver program. Employees, eligible according to the terms of the program, may be permitted to enroll in a maximum of two (2) CSU courses or six (6) units, whichever is greater per term. Time spent in such programs shall not be utilized for overtime or for fulfilling regular workweek duties and responsibilities.

ARTICLE 21

SALARY

- 21.1 Increases in the base pay of bargaining unit employees may occur only in those fiscal years for which the parties have specifically agreed to provide increases by way of one or more of the following three (3) categories:
- a. General salary increases which shall be subject to negotiations between the parties;
 - b. Service-based step increases, pursuant to provisions 21.6 through 21.8 of this Article, in an amount which shall be subject to negotiations between the parties; and/or
 - c. Performance-based step increases, pursuant to provisions 21.9 through 21.14 of this Article, in an amount which shall be subject to negotiations between the parties.
- 21.2 The salary schedule that pertains to the bargaining unit employees and this Agreement shall be found in Appendix A and incorporated by reference.
- 21.3 An employee shall be assigned to a step within the salary range appropriate to his/her classification. The differential between steps in the ranges shall be approximately two and three-tenths percent (2.3%).

General Salary Increase

- 21.4 For fiscal year 1998/99, effective July 1, 1998, the steps of the salary ranges of all bargaining unit classifications shall be increased by forty-one hundredths percent (0.41%), provided both of the following occur:

- a. the final state budget general fund appropriation and allocation to the CSU is no less than the level of the general fund appropriation to the CSU in the Governor's Budget for fiscal year 1998/99, and
- b. the Union ratifies the tentative agreement on salaries and benefits for fiscal year 1998/99 by no later than 10:00 a.m. July 14, 1998.

21.5 In the event the conditions of provisions 21.4 (a) above are not met, the parties shall reopen negotiations in order to determine what, if any, general salary increase shall occur in fiscal year 1998/99.

Service-Based Step Increase

21.6 A service-based step increase (SBSI) is movement between steps in the salary range, up to Step 11 of the range as set forth in Appendix A, based upon service and satisfactory performance. Upon written authorization of the appropriate administrator, an employee who is eligible for an SBSI may be moved to the next step of the salary range effective on the first day of the monthly pay period following completion of the required qualifying service after (a) appointment, (b) last SBSI, or (c) movement between classes that resulted in a salary increase of one (1) or more steps. The required service for a twelve (12) month employee is the completion of twelve (12) pay periods and twelve (12) months of qualifying service. Such increases shall not automatically occur upon the completion of the required qualifying service. Pursuant to provision 21.1 above, such increases shall be available to eligible employees subject to negotiations between the parties.

21.7 During fiscal year 1998/99, bargaining unit employees eligible for an SBSI shall receive a one (1) step increase on the salary schedule to be effective on his/her anniversary date as specified in provision 21.6 above.

21.8 Upon determination by the appropriate administrator, the SBSI shall be authorized or denied in writing. The employee shall be provided with a copy of the written authorization or denial.

Performance-Based Step Increase

21.9 A performance-based step increase (PBSI) is movement between steps in the salary range, up to the maximum of the range as set forth in Appendix A, based upon individual merit and effective employee performance as determined by the President. A PBSI shall be a permanent increase to an employee's base salary. An employee may receive a PBSI in addition to an SBSI under provisions 21.6 through 21.8 above or at any time at the sole discretion of the President. The amount of funds dedicated to providing PBSIs shall be subject to negotiations between the parties. The decision to grant or deny a PBSI, including the number of steps granted, is at the

discretion of the President and shall not be subject to Article 7, Grievance Procedure.

- 21.10 The amount of funds dedicated to salary increases in this program of PBSIs in fiscal year 1998/99, excluding associated benefits costs, shall be \$187,700. In addition to this negotiated amount, PBSI funds may be increased by an additional amount from campus funds as determined by and at the sole discretion of the President.
- 21.11 The funds identified in provision 21.10 above for this program of PBSIs shall be effective July 1, 1998, and PBSIs awarded to employees from such funds shall be effective July 1, 1998. PBSIs provided solely from campus funds, however, may be effective at any time and are separate from PBSIs awarded from the funds identified in provision 21.10 above. The amount of funds dedicated to this program on each campus in fiscal year 1998/99 shall be based on the number of filled full-time equivalent bargaining unit positions. There shall be no requirement to expend all funds identified in provision 21.10 above for such increases. Any portion of the funds not expended in any fiscal year for PBSIs shall automatically be added to the PBSI pool for the ensuing fiscal year. For each fiscal year in which PBSIs are implemented, the CSU shall provide to the Union no later than March 1 of each year a list by campus of individual employees receiving PBSIs and the amount of each increase.
- 21.12 During fiscal years 1999/2000 and 2000/01, the amount of funds dedicated to this program shall be no less than twenty percent (20%) of the total funds dedicated to compensation increases for this bargaining unit. Any additional funds beyond the twenty percent (20%) to be dedicated to the PBSI program shall be determined by the parties in reopener negotiations.
- 21.13 Upon determination by the appropriate administrator, a PBSI shall be authorized in writing. The employee shall be provided with a copy of the written authorization.
- 21.14 Upon written request to the Chief of Police, an employee who is at step 11 and who has not been awarded a PBSI may meet to discuss criteria used for determining the award of PBSIs at the campus. The meeting may also include, but shall not be limited to, a discussion of the employee's performance and what the employee may do to enhance the possibility of receiving a PBSI in the future. Such a meeting is not a guarantee the employee will receive a PBSI in the future. Upon request, any employee shall receive from the Chief of Police a copy of the criteria used for awarding PBSIs to bargaining unit employees at that campus.

Fiscal Year 1998/99 Budget Augmentation

- 21.15 In the event the CSU receives an augmentation in permanent base funding specifically for compensation in the final fiscal year 1998/99 state budget general fund appropriation and allocation of at least \$17.8 million above the level of the general fund appropriation to the CSU in the Governor's Budget for fiscal year 1998/99 (excluding one-time funding and funds for current revenue bond payments, capital outlay projects and any money added to the budget by the conference committee that is explicitly appropriated for a specific purpose), then
- a. the amount of funds dedicated to PBSIs in fiscal year 1998/99 pursuant to provision 21.10, excluding associated benefits costs, shall be increased by \$46,900 and
 - b. the amount of the general salary increase provided in fiscal year 1998/1999 pursuant to provision 21.4 shall be increased by fifty-nine hundredths percent (0.59%); provided the Union ratifies the tentative agreement on a new contract for fiscal years 1998/99, 1999/2000 and 2001/01 by no later than 10:00 a.m. July 14, 1998.

Fiscal Years 1999/2000 and 2000/2001 Compensation

- 21.16
- a. The parties will reopen negotiations pursuant to HEERA on Article 21, Salaries, and on Article 17, Benefits, for fiscal years 1999/2000 and 2000/2001 in accordance with the timelines provided in Article 27 of this Agreement. Provisions 21.16b through 21.16d below shall not be subject to renegotiation during such bargaining.
 - b. During fiscal year 1999/2000, bargaining unit employees eligible for an SBSI as provided in provisions 21.6 through 21.8 above shall receive a one (1) step SBSI on the salary schedule, provided that the final gross general fund budget of the CSU (including both general fund and student fee revenue but not including one-time appropriations) has increased by at least five percent (5%) from fiscal year 1998/99 to fiscal year 1999/2000. If the necessary budget increase does not occur, then the fiscal year 1999/2000 SBSI shall not be given and the parties shall negotiate salaries for bargaining unit employees.
 - c. During fiscal year 2000/2001, bargaining unit employees eligible for an SBSI as provided in provisions 21.6 through 21.8 above shall receive a one (1) step SBSI on the salary schedule, provided that the final gross general fund budget of the CSU (including both general fund and student fee revenue but not including one-time appropriations) has increased by at least five percent (5%) from fiscal

year 1999/2000 to fiscal year 2000/2001. If the necessary budget increase does not occur, then the SBSI shall not be given and the parties shall negotiate salaries for bargaining unit employees.

- d. Notwithstanding the provisions of 21.16 a. through c. above, during both fiscal years 1999/2000 and 2000/2001, the amount of funds dedicated to the Performance Salary Step Program of this Agreement in each fiscal year shall be at least twenty percent (20%) of the total funds dedicated to compensation increases for this bargaining unit for that fiscal year, including those SBSI increases provided in provisions 21.16b and c above. Any additional funds dedicated to the Performance Salary Step Program of this Agreement shall be negotiated by the parties in reopener compensation negotiations.

21.17 Following successful graduation from P.O.S.T. Basic Academy training or equivalent and upon being sworn in as a peace officer, a Police Officer Cadet shall be appointed to Police Officer, effective immediately.

Shift Differential

21.18 An eligible employee who works four (4) or more hours between 6:00 p.m. and midnight (exclusive of overtime) shall be paid a shift differential of twenty-three cents (23¢) per hour for the employee's entire shift.

21.19 An eligible employee who works four (4) or more hours between midnight and 6:00 a.m. (exclusive of overtime) shall be paid a shift differential of twenty-eight cents (28¢) per hour for the employee's entire shift.

21.20 An eligible employee working a shift that begins between 6:00 p.m. and midnight and continues for at least four (4) hours beyond midnight shall be paid a shift differential in accordance with provision 21.18. Such hours shall be exclusive of overtime.

21.21 Notwithstanding provision 13.10, a shift differential paid to an eligible employee shall be included along with the employee's regular salary for the purposes of calculating overtime.

P.O.S.T. Certification Stipends

21.22 For achievement of an Intermediate P.O.S.T. Certification, an employee shall receive a monthly stipend of one hundred dollars (\$100.00). In addition, for achievement of an Advanced P.O.S.T. Certification, an employee shall receive a monthly stipend of one hundred fifty dollars (\$150.00). Payment of the monthly stipend shall begin within thirty (30) days after the employee has demonstrated that he/she has obtained the certification. These stipends shall not be subject to provision 27.4.

21.23 P.O.S.T. certification stipends shall be included in the basic rate for the purposes of calculating overtime in accordance with Article 13.

Special Assignment Stipend

21.24 Employees in all classifications/ranks shall be eligible to receive a monthly stipend of one hundred dollars (\$100.00) to perform a special assignment. The stipend shall be paid on a month-to-month basis for the duration of the special assignment and in addition to those which may be paid in accordance with provision 21.21.

21.25 Special assignments shall be based on campus needs as determined by the Chief of Police. Special assignments shall be made in writing to affected employees by the Chief of Police in order for the employee to be eligible to receive the stipend.

21.26 An employee will be compensated for only one (1) special assignment in a given month even if more than one assignment is made for a given month.

21.27 An employee shall not be eligible for the special assignment stipend for any assignment that is considered part of his/her primary, regular duties or is made pursuant to Article 15, Out-of-Class Work. Special assignments are in addition to those assignments/duties normally expected for the employee's classification/rank.

21.28 Special assignments may include, but shall not necessarily be limited to:

- a. range master;
- b. canine handler;
- c. field training officer (FTO);
- d. defensive tactics instructor;
- e. investigator/detective;
- f. motorcycle patrol;
- g. special evidence technician;
- h. crime prevention specialist;
- i. community relations programs;
- j. watch commander/officer in charge;
- k. specialized training and leadership role in special reaction teams (e.g., sexual assault, gangs, emergency medical);

- l. Critical Response Unit (CRU) team member;
- m. bicycle patrol.

21.29 Special assignment stipends shall be included in the basic rate for the purposes of calculating overtime in accordance with Article 13.

ARTICLE 22

LEAVES OF ABSENCE WITH PAY

Sick Leave

22.1 Upon completion of one (1) month of full-time continuous service, each employee shall be allowed eight (8) hours of credit for sick leave with pay. Thereafter, for each additional qualifying month of full-time service, eight (8) hours of credit for sick leave with pay shall be accrued. The Chief of Police may require the employee to submit substantiating evidence that the absence is for an authorized reason. In the case of illness, this may include certification from a physician. For purposes of computing sick leave, each full-time employee shall be considered to work not more than forty (40) hours each week.

22.2 Absences Chargeable to Sick Leave

The use of sick leave may be authorized only when an employee is absent because of:

- a. illness, injury, or disability related to pregnancy;
- b. exposure to contagious disease;
- c. dental, eye, or other physical or medical examinations or treatments by a licensed practitioner;
- d. illness or injury in the immediate family; and

Up to five (5) days of accrued sick leave credit may be used for family care during any one calendar year.

- e. death of a person in the immediate family.

Depending upon the circumstances involved, up to five (5) days of accrued sick leave may be authorized at the discretion of the President for bereavement. When one or more deaths occur in a calendar year, up to five

(5) days of accrued sick leave credits may be authorized for each such death. The five (5) days referred to in Provisions 22.2, d. and e. above, shall apply to five (5) days of the employee's regularly scheduled workdays up to a maximum of forty (40) hours.

- 22.3 Under no circumstances may sick leave be utilized prior to the day on which it is credited.
- 22.4 If an employee returns to CSU employment within six (6) months following a permanent separation, the employee's sick leave balance at the time of the separation shall be restored.
- 22.5 An employee who moves between campuses or between the Chancellor's Office and a campus, retains any accumulated sick leave credits. An employee who terminates employment with the University of California or another state agency in order to accept immediate employment with the CSU is eligible to transfer sick leave credits if the sick leave has been earned and credited on the same basis as that upon which it is credited in the CSU.
- 22.6 Sick leave may be accrued without limit and no additional sick leave with pay beyond that which is accrued shall be granted.

Immediate Family

- 22.7 The term "immediate family" as used in this article shall mean father, mother, sister, brother, brother-in-law, sister-in-law, grandparents, wife, husband, child, father-in-law, mother-in-law, or relative living in the immediate household of the employee.

Funeral Leave

- 22.8 For each death of a significantly close person, upon request, the employee shall be granted one (1) day's leave with pay. If such a death of a significantly close person requires the employee to travel over five hundred (500) miles round-trip from his/her home, upon request such a leave with pay shall be granted for two (2) days.
- 22.9 A leave granted in accordance with this provision may be supplemented in accordance with the sick leave bereavement provision.

Significantly Close Person

- 22.10 The term "Significantly close person" as used in this article shall only mean a spouse and the employee's or his/her spouse's father, mother, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, or person living in the

immediate household of the employee except domestic employees and roomers.

Jury Duty

- 22.11 An employee who is absent from work in order to serve on jury duty shall receive his/her regular salary only if he/she remits the amount received for such duty to the CSU. Payment for travel expenses and subsistence received by the employee need not be remitted. If the employee elects to retain the jury duty fees, his/her time off for jury duty is not compensable. The employee may elect to use vacation or CTO to cover the time off.
- 22.12 An employee who receives initial notification that he/she is subject to jury duty shall notify the appropriate administrator.
- 22.13 The employee is required to notify the appropriate administrator in writing prior to taking leave for jury duty. The submittal of the appropriate jury service summons will satisfy this notification requirement. Verification of actual service for jury duty shall be provided by the employee when requested by the appropriate administrator.

Absence as a Witness

- 22.14 Employees serving as court-subpoenaed witnesses or expert witnesses in the interest of the CSU shall seek the payment of witness fees. Whenever possible, employees shall confer with the attorney requesting their appearance to determine whether certified copies of appropriate documents would be suitable and would eliminate the need for a court appearance.
- 22.15 An employee who is absent from work in order to appear in court either as a court-subpoenaed witness or as an expert witness in the interest of the CSU shall be paid the normal salary for the corresponding period of absence. No portion of the employee's salary shall be forfeited as the result of such an appearance; however, all court fees (except personal travel and/or subsistence payments) shall be remitted to the CSU. If an exceptional circumstance occurs whereby the employee does not remit such fees, an amount equal to the fees shall be deducted from the employee's salary. No vacation or compensatory time off (CTO) shall be used in such cases.
- 22.16 An employee who receives court fees in excess of regular earnings may keep the excess and need remit only an amount equal to the compensation paid the employee while on leave. If the employee chooses to retain the entire fee, then the time taken off shall be charged as vacation or CTO. If no vacation time or CTO is available, the employee shall be docked for the period of absence.

- 22.17 An employee serving as a court-subpoenaed witness or as an expert witness not serving in the interest of the CSU on a holiday or while on vacation or on compensatory time off (CTO) shall serve on his/her own time.
- 22.18 An employee who is an expert witness not serving in the interest of the CSU shall appear on his/her own time. The employee shall be charged vacation or CTO, and if no vacation time or CTO is available, the employee shall be docked for the period of absence.
- 22.19 An employee who is a party to a suit shall also appear on his/her own time unless he/she does so on behalf of the CSU and as a result of the exercise of his/her duties during working hours. The employee shall be charged vacation or CTO, and if no vacation time or CTO is available, the employee shall be docked for the period of absence.
- 22.20 An employee who is required to appear in court on behalf of the CSU at times outside of and not continuous with an employee's regular work schedule shall be compensated pursuant to the call-back pay requirements of Provision 13.12 of this Agreement only if he/she is required to appear in court as a result of the exercise of his/her duties during working hours. Call-back pay under this provision shall not be provided to employees who are a party to a suit, who serve as court-subpoenaed witnesses, or who serve as expert witnesses unless he/she does so on behalf of the CSU and as a result of the exercise of his/her duties during working hours.

Military Leave

- 22.21 Emergency military leave, temporary military leave, and indefinite military leave shall be granted to eligible employees in accordance with state and federal law.

Industrial Disability Leave

- 22.22 The CSU shall make available to eligible employees Industrial Disability Leave Benefits in lieu of Workers' Compensation Temporary Disability Benefits for a period not exceeding fifty-two (52) weeks within two (2) years from the first day of disability.

Catastrophic Leave Donation Program

- 22.23 Any CSU employee who accrues vacation or sick leave credits may voluntarily donate either of those credits to any other CSU employee on the same campus, if the recipient employee has exhausted all accrued leave credits, i.e., sick leave, vacation, personal holiday and

catastrophic illness or injury. Catastrophic illness or injury is an illness or injury that has totally incapacitated the employee from work.

The following guidelines shall apply:

- a. An employee, his/her representative or the employee's family member must request the employee's participation and provide appropriate verification of illness or injury as determined by the campus President. The President shall then determine the employee's eligibility to receive donations based upon the definition provided above.
- b. An incapacitated employee may elect to defer a request to participate during a period of Industrial Disability Leave eligibility.
- c. Employees may donate a maximum of sixteen (16) hours of leave credits per fiscal year in increments of one hour or more. Donations are irrevocable.
- d. Donated leave credits may be used to supplement Industrial Disability Leave, Non-Industrial Disability Leave or Temporary Disability payments from the State Compensation Insurance Fund upon the application for these benefit(s) by an eligible employee. The total amount of leave credits donated and used may not exceed an amount sufficient to ensure the continuance of the employee's regular monthly rate of compensation.
- e. The total donated leave credits shall normally not exceed an amount necessary to continue the employee for three calendar months calculated from the first day of catastrophic leave. The President may approve an additional three-month period in exceptional cases. The leave should not be deemed donated until actually transferred by the campus record keeper to the record of the employee receiving leave credits.
- f. For employees whose appointments have not been renewed, donated time may not be used beyond the employee's appointment expiration date in effect at the beginning of the disability.
- g. Only vacation and sick leave credits may be donated.
- h. Donated leave credits may not be used to receive service credit following a service or disability retirement.
- i. Any CSU union may solicit leave donations from bargaining unit employees for direct transfer to employees eligible to receive such leave credits.

- j. Catastrophic illness or injury may also include an incapacitated member of the employee's immediate family if this results in the employee being required to take time off for an extended period of time in order to care for the family member and the employee has exhausted both all of his/her accrued vacation credits and all of his/her accrued sick leave credits which may be used for family care in accordance with the appropriate collective bargaining Agreement. Only donated vacation credits may be used for such family care catastrophic leave. Immediate family member shall be defined in accordance with the definition contained in the sick leave provisions of the collective bargaining Agreement covering the recipient employee.
- k. The provisions of this program shall be subject to the grievance procedure contained in the collective bargaining Agreement covering the grieving employee.

22.24 A leave of absence with pay shall include compensation at the employee's regular rate of pay, continuance of all Benefits provided in this Agreement including the continued accrual of all appropriate leaves and seniority points.

ARTICLE 23

LEAVES OF ABSENCE WITHOUT PAY

- 23.1 The CSU may provide leave(s) without pay for an employee who has exhausted his/her accumulated sick leave. The President may authorize the use of vacation leave when the employee has exhausted his/her accumulated sick leave.
- 23.2 Other leaves of absence without pay shall be granted to a requesting employee at the sole discretion of the President for purposes and lengths of time the President deems appropriate. The employee may be required to provide verification that the conditions of the leave were met.

Family Care or Medical Leave

- 23.3 Family care or medical leave 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 of the child by the employee; or to care for a child, parent or spouse 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 provisions 23.5 through 23.15 of this Article.

23.4 "Maternity/paternity/adoption 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 maternity/paternity/ adoption leave without pay of up to twelve (12) months upon his/her written request, subject to the conditions of provision 23.11 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 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 his/her 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.

23.5 An employee who has at least twelve (12) months of service, is entitled to a family care or medical leave without pay.

23.6 Full-time employees may take up to a total of twelve (12) weeks of family care or medical leave in a twelve (12) month period, including any periods of absence with pay for family care or medical leave purposes. Employees who work less than full-time may take family leave on a pro rata basis.

23.7 For family leave taken for reason of the birth of a child or adoption 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.

23.8 Before granting a family leave for the serious health condition of a child, parent or spouse, the President may require certification of the serious health condition from the health care provider.

23.9 Upon expiration of the period which the health care provider originally estimated that the employee needed to care for the child, parent or spouse, the President may require the employee to obtain re-certification if additional leave is requested.

23.10 An employee may use sick leave 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 22.2d of this Agreement. The use of sick leave shall be in accordance with the appropriate provisions of Article 22 of this Agreement.

- 23.11 Family care 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 maternity/paternity/adoption leave available to a permanent employee pursuant to provision 23.4 of this Article.
- 23.12 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.
- 23.13 If the employee's need for family leave is foreseeable due to the planned medical treatment or planned supervision of a child, parent or spouse 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.
- 23.14 The granting of a family care or medical leave assures to the employee a right to return to his/her former position or a comparable position upon expiration of the family leave. If the former position and any comparable position has 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 layoff 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.
- 23.15 An employee on family care or medical leave shall retain employee status and shall continue to accrue seniority points pursuant to Article 25 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 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 his/her serious health condition or due to circumstances beyond the employee's control.

- 23.16 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.
- 23.17 Upon the expiration of an authorized leave of absence without pay, an employee has the right to return to his/her former position or an equivalent position within his/her classification and the time lost shall not constitute a break in service.
- 23.18 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.
- 23.19 Service credit shall not be granted to an employee on a leave of absence without pay, except when the President determines that the purpose of the leave is of benefit to the campus and expressly grants such service credit.
- 23.20 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.
- 23.21 An employee on a leave of absence without pay for more than fifteen (15) working days may opt to continue his/her benefits at his/her 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 his/her share of any benefit costs.

ARTICLE 24

UNAUTHORIZED LEAVES OF ABSENCE

- 24.1 The President shall have the right to initiate termination proceedings against an employee who is absent without leave, whether voluntarily or involuntarily, for five (5) consecutive working days. Such a termination shall be considered to be an automatic resignation from CSU employment as of the last day on which the employee worked.
- 24.2 The President shall notify the employee that the University will be terminating him/her by automatic resignation under this Article. This notification requirement shall be satisfied either by service in person or by certified mail to the employee's last known address and shall include:
- a) the dates the employee was absent without leave;
 - b) the intended effective date of the employee's resignation; and
 - c) the employee's appeal rights under this Article.
- 24.3 If the employee or his/her designated representative responds to the President by certified mail, return receipt requested, within fourteen (14) calendar days of notification as defined above, or such extended time as the President may agree to, the employee will be provided with the opportunity for a pretermination review in accordance with the current campus practice for State Personnel Board hearing appeals. This pretermination review will be conducted by a campus administrative officer designated by the President. No termination shall be final until a decision is made by the administrative officer. This decision shall be transmitted by certified mail to the employee's last known address and shall state:
- a) whether the employee was absent for five (5) consecutive work days;
 - b) whether the employee had proper authorized leave to be absent; and
 - c) whether the employee should be or is being terminated by automatic resignation. If an action other than automatic resignation is proposed, it shall be stated along with the reasons for its use.
- 24.4 Any employee who is denied reinstatement by the President under this provision may, within twenty-one (21) days after mailing of the President's denial, request a hearing of the matter by the State Personnel Board as provided in Section 89539 of the Education Code. A request for a hearing by the State Personnel Board must be filed with the State Personnel Board

with a copy to the President within the twenty-one (21) day time requirement noted above. Reinstatement may be granted only if an employee makes a satisfactory explanation to the State Personnel Board as to the reasons for his/her absence and his/her failure to obtain an authorized leave of absence. Prior to the reinstatement of the employee, the Board shall determine that he/she is ready, able and willing to resume the discharge of the duties of his/her position or if not, that he/she has obtained the consent of the CSU to a leave of absence to commence upon reinstatement.

- 24.5 An employee so reinstated shall not be paid salary for any part of the period of his/her absence.
- 24.6 The decision of the State Personnel Board shall not be subject to Article 7, Grievance Procedure, of this Agreement.
- 24.7 The provisions of this Article shall supersede Section 89541 of the California Education Code.

ARTICLE 25

LAYOFF

Purpose

- 25.1 When the CSU determines that a layoff is necessary on a campus because of a lack of work or lack of funds, the following procedures shall apply.

Notice of Impending Layoff

- 25.2 When the CSU determines that there may be a need for implementation of any procedures outlined in this Article, the CSU agrees to immediately meet and confer with the Association on the bargaining unit impact.

Voluntary Programs to Avoid Layoff

- 25.3 At least forty-five (45) days prior to the effective date of a layoff, the President shall make available voluntary programs to avoid layoff.

25.4 Such programs shall include, but shall not be limited to:

- a. a voluntary reduced worktime program;

A voluntary reduced worktime program may reduce the time worked by an employee within the workweek or within the work year.

- b. leaves of absence without pay in accordance with Article 23, Leaves of Absence Without Pay, of this Agreement.

Order of Layoff

25.5 Layoff shall be within classifications determined by the President. The order of layoff shall be:

- a. first, temporary and probationary employees; and
- b. last, permanent employees.

Temporary and probationary employees in a classification shall be separated or laid off before permanent employees in the same classification. Non-reappointment of a temporary employee does not constitute a layoff.

25.6 Temporary and Probationary Employees

The President shall establish the order of layoff for temporary and probationary employees in a classification by considering only the following factors:

- a. merit and competency in relation to program needs; and
- b. affirmative action needs of the campus.

25.7 Permanent Employees

The President shall establish the order of layoff for permanent employees in a classification in reverse order by seniority.

25.8 All seniority points calculated for and earned by permanent employees prior to July 1, 1982 shall remain unchanged. Such seniority points shall serve as the base to which additional seniority points, computed for and earned pursuant to the terms of this Agreement, shall be added.

25.9 Full-time permanent employees shall earn one (1) seniority point of service credit in a given class for any pay period the employee was in pay status for eleven (11) or more working days.

- 25.10 For the purpose of computing permanent employee seniority credit, length of service includes continuous time served as a temporary, probationary or permanent employee and is counted from the date of appointment to the current class held, plus any service in classes of equal or higher rank on the campus which has not been interrupted by a break in service.
- 25.11 In no case shall a permanent employee earn more than twelve (12) seniority points per calendar year.
- 25.12 In the event a class is abolished or the use of the class restricted and a new class established in its place, all time served in the prior comparable class shall be counted as service in the new class.
- 25.13 The term "class of equal rank" as used in this Article shall mean a class which has a minimum salary of less than one (1) step above or below the minimum salary of the employee's current class.
- 25.14 The term "class of higher rank" as used in this Article shall mean a class which has a minimum salary at least one (1) step above the minimum salary of the employee's current class.

Tie-Breaking in the Order of Layoff

- 25.15 A tie exists when two (2) or more permanent employees in a classification undergoing layoff have the same number of seniority points.
- 25.16 The President shall break ties in establishing the layoff order of permanent employees by considering only the following factors:
- a. specialized skills and competencies of the employee;
 - b. documented meritorious service by the employee; and
 - c. affirmative action needs of the campus.

Notice of Layoff

- 25.17 A temporary or probationary employee who is to be laid off shall receive notice of such layoff from the President no later than thirty (30) days before the effective date of layoff.
- 25.18 A permanent employee who is to be laid off shall receive notice of such layoff from the President no later than forty-five (45) days prior to the effective date of layoff.

- 25.19 Such notice shall be in writing and mailed by certified mail, return receipt requested, to the employee's last known address.

Employee Options in Lieu of Layoff

- 25.20 A permanent employee who has received a notice of layoff may exercise his/her right to elect transfer to any vacancy for which he/she is currently qualified. Such qualification shall be determined in the normal manner. When two (2) or more such permanent employees elect transfer to the same vacancy in accordance with this provision, the President may select the employee to be transferred on the basis of documentable merit.
- 25.21 A permanent or probationary employee who has received a notice of layoff may elect to be transferred or demoted to any classification in which he/she has served as a permanent employee during the period preceding the layoff, provided there has been no break in service.
- 25.22 In order to elect a. and/or b. above, an employee must notify the campus Personnel Office in writing of his/her election no later than twenty (20) days after receiving the notice of layoff.
- 25.23 An employee replaced by the demotion or transfer of an employee who has received a notice of layoff shall have the same rights as outlined in a. and b. above of this Article.

Reemployment Rights

- 25.24 The President shall enter the names of the laid-off permanent employees on a reemployment list by class in order of seniority. An employee's name shall remain on the reemployment list until he/she returns to a position in the same class held at the time of layoff and at the same timebase as previously held. In no case shall a name remain on the reemployment list for more than five (5) years.
- 25.25 Position vacancies in a class for which there are names of qualified individuals on the reemployment list shall not be filled without first making an offer of reemployment to those on the list. If an individual on the reemployment list declines two (2) such offers, he/she waives his/her reemployment rights. An individual on a reemployment list may request inactive status for up to one (1) year.

- 25.26 An employee reemployed under the conditions of this Article shall retain permanent status rights, service credit (subject to PERS regulations), salary steps, sick leave, and seniority credits he/she held at the date of layoff.

Reemployment Opportunities

- 25.27 The CSU shall provide a job clearinghouse to advise and inform employees in classifications undergoing layoff of employment opportunities at other campuses. The services of the clearinghouse shall be available upon request to the permanent employees on receipt of notice of layoff or former permanent employees on a reemployment list. A campus may not fill a vacancy without ascertaining whether such an employee or former employee has applied. If such an employee has applied for a vacancy, his/her application shall be considered.

ARTICLE 26

SAVINGS CLAUSE

- 26.1 If any of the provisions of this Agreement are held to be contrary to law by a court or governmental administrative agency of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law and the parties shall, if possible, enter into collective bargaining negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provisions. The remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE 27

DURATION AND IMPLEMENTATION

- 27.1 This Agreement as amended shall remain in full force and effect from the date of ratification by both parties up to and including June 30, 2001.
- 27.2 Subject to the provisions of HEERA Section 3572(a) and provision 27.4, either party may reopen, for the purpose of negotiations, Article 17, Benefits, and/or Article 21, Salary, in fiscal years 1999/2000 and 2000/2001 only if, in that fiscal year, funds have been specifically appropriated and made available from the state to provide an increase in the existing level of salaries and/or benefits for that fiscal year. The party seeking to reopen either article referred to herein must deliver to the other party its proposals

in writing no earlier than January 1 and no later than February 1 in the fiscal year in which negotiation of the article(s) is desired.

27.3 Subject to the provisions of HEERA, each party may exercise its right to present bargaining proposals for a successor Agreement no earlier than January 1, 2001, and no later than February 1, 2001.

27.4 Any term(s) of this Agreement which carry an economic cost shall not be implemented until the amount required therefor is appropriated and made available for expenditure for such purpose. If less than the amount needed to implement this Agreement is appropriated and made available to the CSU for expenditure, the term(s) of this Agreement deemed by the CSU to carry economic cost shall automatically be subject to the meet and confer process.

To view Salary Schedule for Unit 8, please click on the link below:

<http://www.calstate.edu/hrpims/Salary/SalarySchd19990614.pdf>