

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

*Unit 8 – Public Safety*

July 1, 2000 - June 30, 2001

	<p><b>THE CALIFORNIA STATE UNIVERSITY</b> <b>OFFICE OF THE CHANCELLOR</b> <b>401 GOLDEN SHORE</b> <b>LONG BEACH, CALIFORNIA 90802-4210</b></p>
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Pursuant to Article 31 of the Memorandum of Understanding between The California State University and the Statewide University Police Association, the Agreement is hereby modified by this amendment.

		Amendment <u>Pages</u>	Modified <u>Pages</u>
ARTICLE 17	BENEFITS	1-6	23-27
ARTICLE 21	SALARY	7-11	31-37

**TABLE OF CONTENTS**

	<u>Page</u>
ARTICLE 17	BENEFITS..... 1
	Health .....1
	Health Premium Conversion Program (TAPP).....1
	Dental.....1
	Vision Care.....1
	Dependent Care Reimbursement .....1
	Enhanced 1959 Survivors Benefit .....2
	Eligibility .....2
	Information Regarding Benefits.....3
	Industrial Disability Leave .....3
	Enhanced Industrial Disability Leave (EIDL or Labor Code 4816 Benefit .....3
	Uniform Replacement Allowance .....4
	Travel Reimbursement.....4
	Parking.....5
	403 (b)Tax Sheltered Annuity Program .....5
	Physical Education Facilities .....5
	FlexCash Plan .....5
	Life Insurance .....6
	PERS Contribution.....6
ARTICLE 21	SALARY ..... 7
	General Salary Increase.....7
	Service-Based Performance Step Increase .....8
	Performance-Based Step Increase.....8
	Fiscal Year 2000/2001 Compensation.....10
	Shift Differential.....11
	P.O.S.T. Certification Stipends.....11
	Special Assignment Stipend.....11
APPENDIX A	SALARY SCHEDULE..... 13

## 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 in accordance with IRS

regulations. 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 Human Resources 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 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.

403 (b) Tax Sheltered Annuity Program

17.25 All members of the bargaining unit shall be eligible to participate in the 403(b) tax-sheltered annuity program in accordance with regulations and procedures as established by the California State University and according to IRS regulations.

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 dollars (\$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 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 21.5 through 21.7 of this Article, in an amount which shall be subject to negotiations between the parties; and/or
  - c. Performance-based step increases or one-time lump sum bonuses, pursuant to provisions 21.8 through 21.13 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 2000/2001, effective July 1, 2000, the individual salaries of all bargaining unit employees and the steps of the salary ranges of all bargaining unit classifications shall be increased by three and seven tenths percent (3.7%), provided that:
- 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 May 15, 2000 Budget for fiscal year 2000/01; and
  - b. the Association ratifies the Agreement on salaries and benefits for fiscal year 2000/01 by no later than July 18, 2000.

### Service-Based Performance Step Increase

- 21.5 A service-based performance step increase (SBSI) is movement between steps in the salary range, up to Step 12 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.
- 21.6 During fiscal year 2000/2001, 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 21.5 above.
- 21.7 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 Salary Increase

- 21.8 A performance-based salary increase (PBSI) is movement between steps in the salary range, up to the maximum of the range as set forth in Appendix A, or a one-time lump sum bonus, 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 or a one-time lump sum bonus based on a percentage of the employee's actual annual gross salary. An employee may receive a PBSI in addition to an SBSI under provisions 21.5 through 21.7 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 and/or the amount of a bonus, is at the discretion of the President and shall not be subject to Article 7, Grievance Procedure.

- 21.9 The amount of funds dedicated to the salary portion of performance-based step increases in this program of PBSIs in fiscal year 2000/2001, excluding associated benefits costs, shall be \$150,400. The funds dedicated in fiscal year 2000/2001 may only be spent on performance-based step increases and not on one-time lump sum bonuses, with the exception of bonuses for employees at the maximum of the range. 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. During fiscal year 2000-2001, a campus may not award a one-time lump sum bonus from campus funds unless it has completely expended its fiscal 2000-2001 performance pool allocation.
- 21.10 The funds identified in provision 21.9 above for this program of PBSIs shall be effective July 1, 2000, and PBSIs awarded to employees from such funds shall be processed by the campuses after January 1, 2001 but shall be effective July 1, 2000. 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 21.9 above. The amount of funds dedicated to this program on each campus in fiscal year 2000/2001 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 21.9 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.
- 21.11 During fiscal year 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.
- 21.12 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.
- 21.13 Upon written request to the Chief of Police, an employee who is at step 12 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 2000/2001 Compensation

- 21.14
- a. The parties will reopen negotiations pursuant to HEERA on Article 21, Salaries, and on Article 17, Benefits, for fiscal year 2000/2001 in accordance with the timelines provided in Article 27 of this Agreement. Provisions 21.14b through 21.14c below shall not be subject to renegotiation during such bargaining.
  - b. During fiscal year 2000/2001, bargaining unit employees eligible for an SBSI as provided in provisions 21.5 through 21.7 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.
  - c. Notwithstanding the provisions of 21.14a. through b. above, during fiscal year 2000/2001, the amount of funds dedicated to the Performance Salary Step Program of this Agreement in that 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 provision 21.14b above. Any additional funds dedicated to the Performance Salary Step Program of this Agreement shall be negotiated by the parties in reopener compensation negotiations.
- 21.15 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

- 21.16 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.
- 21.17 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.
- 21.18 An eligible employee working a shift that begins between 6:00 p.m. and midnight and that 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.
- 21.19 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

- 21.20 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.
- 21.21 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

- 21.22 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.

- 21.23 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.
- 21.24 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.
- 21.25 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.
- 21.26 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.
- 21.27 Special assignment stipends shall be included in the basic rate for the purposes of calculating overtime in accordance with Article 13.

**APPENDIX A  
SALARY SCHEDULE**

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

<http://www.calstate.edu/hrpims/Salary/SalarySchd20000831.pdf>