Date: May 17, 2012

To: Human Resources Officers
Benefits Officers

From: Evelyn Nazario
Assistant Vice Chancellor
Human Resources Management

Subject: Benefits and Leave Update – CSUEU (Units 2, 5, 7 & 9) Employees

Overview

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

Action Item: Information only

Affected Employees: CSUEU (Units 2, 5, 7 & 9) Employees

Summary

This Technical Letter provides information regarding benefit and leave provisions pursuant to the agreement reached between the California State University (CSU) and the California State University Employees’ Union (CSUEU), effective March 20, 2012 through June 30, 2014.

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

The California State University (CSU) and the California State University Employees’ Union (CSUEU) agreed to a new contract effective March 20, 2012, through June 30, 2014. Benefits and leave highlights are provided below:

Vacations and Holidays (Article 14)

Provision 14.8 has been amended to read as follows: A probationary employee shall not take vacation until completion of one (1) month in work status, unless by mutual agreement.

Typically, newly hired employees have insufficient leave accruals to supplement time off during a holiday closure, and the vacation leave earned for that pay period is not available for use until the subsequent pay period. The intent of the additional (underlined) language is to permit, upon mutual agreement with the appropriate administrator and pursuant to provision 14.5 of the MOU, the newly hired employee to utilize vacation credits earned within the same pay period that a campus-designated holiday closure occurs.
Catastrophic Leave Program (Article 15)

Provision 15.8 has been modified to reflect that chronic conditions may also be considered eligible for Catastrophic Leave even if the condition results in only intermittent absences. Please note: Conditions which are short term in nature, such as colds, flu, or minor injuries, are generally not deemed catastrophic. The campus must make a case-by-case determination.

Absences Chargeable to Sick Leave (Article 15)

The following statement: “Sick leave for family care is primarily for emergency situations,” has been removed from provision 15.9.

Leave of Absence with Pay (Article 15)

The definition of an “Immediate Family Member” has been modified in the new agreement and is defined as follows:

- The employee’s spouse or domestic partner;
- The employee’s, spouse’s or domestic partner’s, parent, grandparent, great-grandparent, sibling, child or grandchild (including foster, adopted and step);
- The employee’s son-in-law, daughter-in-law;
- A person living in the immediate household of the employee, except domestic employees, roomers, boarders, and/or roommates.

Leave to Serve as Precinct Officer (Article 15)

Established in the agreement is a new leave type called “Leave to Serve as Precinct Officer.” The CSU shall approve leave, if it is available, for an employee to serve as a precinct officer for a state or local election, provided that campus operational needs are met. If the request is denied due to campus operational needs, the employee may request an explanation from the appropriate administrator.

Parental Leave (Article 15)

Updates have been made to Parental Leave provision 15.34. Changes include:

- The addition of a parent or legal guardian caring for a new child due to the birth, adoption, foster care assignment, or legal guardianship of the minor child.
- Preparation for the arrival of or caring for a new child up to his/her eighteenth (18th) birthday.
- Language pertinent to five (5) days of non-consecutive paid time off for the purpose of handling issues related to the placement of an adopted or foster child age six (6) to eighteen (18) years old with the employee has been eliminated.

Organ Donor and Bone Marrow Leave (Article 15)

Organ Donor and Bone Marrow Leave language has been added to the collective bargaining agreement.

Jury Duty (Article 15)

Jury Duty language has been updated as follows:

- An employee who serves on jury duty shall receive his/her base salary and is permitted to keep any mileage payments made by the court.
• Any full-time or part-time employee on any shift or work schedule shall be granted leave with pay for the actual time spent on jury service and grand jury service, including travel time to and from jury duty service, not to exceed the number of hours in the employee’s normal work day and the employee’s normal work week. If an employee’s jury service is for more than 50% of their assigned work shift, employees do not need to report for work following the completion of jury service.

• Upon the request of the employee, the CSU shall accommodate a summons to jury duty service, including on-call jury duty service, with a change in shift assignment.

Fee Waiver (Article 22)

Please note the following as defined in Provision 22.34 of the collective bargaining agreement (CBA):

• Fee Waiver is now applicable to online, state supported courses.
• The Professional Program Fee (Graduate Professional Business Fee) is fully waived for employees.
• Eligible employees and/or dependents enrolled in a Doctoral program are eligible for a partial fee waiver equivalent to the part-time Graduate tuition fee. Therefore, the employee (includes dependent(s)) is responsible for paying the difference between the applicable Doctorate fee and the part-time Graduate fee.
• Dependent fee waiver does not apply to courses in self-support programs.
• The spouse, dependent child, or domestic partner of the employee is exempt from the determination that space be available in a particular course solely because they are participating in the fee waiver program.
• If release time is not granted for fee waiver due to operational needs of the department, the appropriate Administrator must provide a written explanation of the operational needs to the employee.

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

- The following fees are fully waived for CSUEU employees:
  - Application Fee
  - Health Services Fee
  - Identification Card Fee (if mandatory)
  - Instructionally Related Activity Fee
  - Professional Program Fee (Graduate Professional Business Fee)
  - State University Tuition Fee

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

- The following fees are reduced to a $1.00 for CSUEU employees:
  - Associated Student Body Fee (formerly Student Body Association Fee)
  - University Union Fee/Student Body Center Fee (formerly Student Body Center Fee/Student Union Fee)
  - Health Facilities Fee

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

All other fees are paid at regular rates.
Family Medical Leave (FML) (Article 28)

Language regarding obligatory Military Exigency leave provisions applicable to FML has been added to the CBA.

Additionally, this Article has been amended to prohibit campuses from asking an employee if the use of vacation or other paid time off is for an FML qualifying purpose, unless the employee initiates the request as being such. In addition, if the employer denies the employee’s request to use vacation or other paid time off and the employee then provides information that the requested time off is or may be for an FML-qualifying purpose, the employer may inquire further into the reasons for the absence. If the absence is FML-qualifying, employees shall utilize appropriate leave credits in accordance with Article 28.

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

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