

November 17, 2020 – June 30, 2022

Unit 8 –
State University
Police Association

SUPA

Collective Bargaining Agreement

between the

***BOARD OF TRUSTEES OF
THE CALIFORNIA STATE UNIVERSITY***

and the

STATE UNIVERSITY POLICE ASSOCIATION



Statewide University Police Association
P.O. Box 280747
Northridge, CA 91328-0747



The California State University
Office of the Chancellor
401 Golden Shore
Long Beach, CA 90802-4210

THE 23 OUTSTANDING CAMPUSES OF THE CSU



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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 (Classification Code 8350), Corporal (Classification Code 8365) and Sergeant (Classification Code 8354) covered by this Agreement. The parties agree that Retired Annuitants shall continue to be excluded from the bargaining unit.

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, Police Department or Police Services, 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. "Emergency" shall not include the Department's failure to plan for an event when provided reasonable notice, and staffing shortages caused by common occurrences, such as an employee calling in sick or staff reductions due to preplanned leaves.

- 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 their designee.

5.2 Association President: The term "Association President" as used in this Article refers to one (1) employee who has been designated in writing as the President of the Association. The Association President will receive full-time Association leave from their campus position. An employee on such a leave shall continue to earn service credit and retirement credit and shall have the right to return to his/her former position upon expiration of the Association 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.

While on full time Association leave, the Association President will continue to receive his or her base salary and all P.O.S.T. Certification Stipends pursuant to Articles 21.21 to 21.22 and Special Assignment Stipends pursuant to Articles 21.23 to 21.27. The Association President will not be eligible to work overtime pursuant to 13.12 -13.16 or otherwise engage in operational activities while on full time Association leave. To compensate the Association President for loss of the opportunity to earn overtime compensation, the base salary of the Association President shall be increased by two-steps pursuant to the salary schedule of the CBA for the period that they are on the full-time Association leave. The Association President shall be eligible to test for promotional opportunities while on full-time Association leave. When returning to active duty after the full time Association release ends the SUPA President's base salary will be reduced by the two step increase provided during the Association leave.

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 President 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 President or Association Representative shall give notice to the Campus Police Chief of any such visit, unless the President or Representative is visiting their home campus. 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 President or Association Representative shall make his/her presence and destination known to the Campus Police Chief. Under no circumstances shall the Association President or Association Representative interfere with the work of an employee.
- 5.6 The Association President 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 President and the Association Representative shall request an appointment and shall specify the reason(s) for such visit. Such requests for a meeting under this provision should not be denied unreasonably by the campus.
- 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. Where leave is requested for more than one (1) employee at an individual campus, then reasonable release time shall be granted unless to do so would impact the operational needs of the campus. Where release time is denied for operational needs, the campus shall provide a written reason for the denial. 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 Upon change the Association shall provide the Office of the Chancellor a written list with the names of the Association Directors, the Association President, Negotiating Committee Members, and Association Representatives who are officially authorized to represent the Association.
- 5.10 The CSU shall upon ratification, and annually on July 1 thereafter, credit 1500 hours into the Association Time Bank. Only the Association President may authorize use of the Association Time Bank.
- 5.11 The Association Time Bank may be used by any Association Representative as authorized by the Association President on notice to the relevant Chief of Police of not less than twenty-one (21) days. Subject to the operational needs of the campus the request shall be granted. Campuses shall waive the requirement for at least 21 days' notice in situations where:
- a. The underlying reason for requesting the leave only became known to the Association within 21 days of the requested leave date(s), and
 - b. There was no unreasonable delay on the part of the Association in making the request once they had such knowledge, and
 - c. The operational needs of the campus can be met.

In all other instances campuses may waive the requirement for at least 21 days' notice at the Chief's discretion.

The Association Time Bank time shall be used on an hour for hour basis unless the operational needs of the campus make it impractical for leave to

be granted in a period of less than one (1) day. Where release time is denied on the basis of operational needs, the campus shall provide a written reason for the denial.

5.12 An employee on such a leave shall continue to earn service credit, retirement credit. An 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.

5.13 The CSU shall be reimbursed by the Association for all the compensation paid to the employee in respect of such leave used in excess of the Association Time Bank. Reimbursement of salary by the Association shall be at the top step salary rate for a Police Officer, or at the actual salary rate, whichever is lower.

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.
- 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 a violation misapplication, or misinterpretation 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.

SUPA may submit a "systemwide grievance" directly to the Chancellor's Office, with a copy provided to the campuses alleged to be involved in the systemwide grievance. "Systemwide grievances" are grievances which potentially affect wages, hours or other conditions of employment of employees on more than one campus. Such grievances must comply with all the requirements of provision 7.11.

7.4 Immediate Supervisor - The term "immediate supervisor" as used in this Article refers to the appropriate non-bargaining 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 or transmittal by facsimile or electronic mail.
- a. 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.
 - b. If electronic mail is used, the receiving party must respond acknowledging receipt and date of receipt of the electronic mail transmission.

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. At the time of the discussion, both the employee and the immediate supervisor shall sign a document verifying the date the informal discussion took place.
- 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 and shall provide a copy to the grievant's representative, if any.

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 or the grievant's representative, if any, 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 shall, if requested, hold a meeting with the grievant and/or with the grievant's representative at a mutually acceptable time and location. If there is no mutually acceptable location, then the meeting shall take place via telephone or teleconference. If the Level IV hearing is held off campus and the Grievant participates, the Grievant may testify by phone or video-conference. If the Grievant participates in person, the Union will decide whether to request release time under provision 5.11 or whether the Grievant will participate at his/her own expense. 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 ratification of this Agreement to select a panel of members. If no agreement is reached on the panel within a sixty (60) day period from the ratification of this Agreement, the parties shall designate arbitrators for each case in accordance with AAA Labor Arbitration Rules until agreement on a panel 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. For all grievances scheduled for hearing before an arbitrator, the parties shall participate (either in person or via telephone) in a mandatory settlement conference at least 30 days prior to the last day to cancel the arbitration without incurring a cancellation fee. 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, misapplied or misinterpreted 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. If the grievant, representative, appropriate administrator or Labor Relations Manager is on leave, vacation or holiday for five (5) days or more, the time limits shall be extended by the length of time of such leave, vacation, or holiday.
- 7.23 The processing of grievances filed and unresolved prior to the effective date of this Agreement shall continue under the provisions of the grievance procedure as amended by this Agreement.
- 7.24 A grievance settled by a campus at Levels I, II, or III shall be non-precedential unless otherwise agreed to by the parties in the settlement agreement.
- 7.25 The parties may agree to 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 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's work schedule may be adjusted or the employee may receive release time under Article 5, Provision 5.11 of this Agreement for all or a portion of his or her work shift. The provisions of this Article shall also apply to a reasonable number of witnesses at an arbitration hearing who are employees.
- 7.29 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.).

7.30 The grievant's name and campus shall be included 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 shall 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 made available electronically 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

(RESERVED FOR FUTURE USE)

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 lawful 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 police 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 Police 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
 - i. Three handgun magazines and magazine holder
 - j. Baton and baton ring or Collapsible/Expandable baton holder
 - k. Handcuffs, key and case

- l. Notebook and pen
- m. Rechargeable flashlight
- n. Protective rain gear
- o. Body armor – Level III A (Level III A body armor will be phased in by campuses who are not using Level III A body armor concurrent with the manufacturer’s expiration date of current body armor.)
- p. Aerosol pepper spray and holder
- q. AR-15 type rifle from a reputable company (i.e. Colt, Daniel Defense, etc.), which shall be secured and immediately accessible in the patrol car
- r. Four 30-round AR-15 magazines per officer and ammunition
- s. Ballistic helmet and visor
- t. Gas mask and cartridge
- u. Taser and holster
- v. Tactical protective hard body armor, minimum Level III with plate carrier (NIJ rated)
- w. Belt Trauma Kit

10.6 The following equipment shall be available in each Police Department:

- a. Ballistic shields – minimum specifications to be negotiated
- b. Tactical breaching equipment
- c. Shotgun, at the discretion of the Chief of Police
- d. OSHA approved particulate filtering face piece

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 Police Department 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.

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. If a probationary employee's field training is extended, the probationary period shall be extended for the same amount of time.
- 11.4 A new hire probationary employee shall be evaluated by the end of the sixth (6th), ninth (9th), and twelfth (12th) month of the probationary period, unless the employee has earlier been rejected during probation. If there are documented performance related issues, at the discretion of the Chief of Police, the probationary period may be extended for up to three (3) months.
- 11.5 Breaks in Service
- a. An employee's probationary period is extended for the same number of days such employee is on any leave of absence of over thirty (30) days. The President shall determine if the employee's probationary period should be extended when a full-time probationary employee is placed on a partial leave of absence.
 - b. A new probationary period shall be served when an employee begins an appointment at another campus.

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

11.6 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

11.7 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 University Police Department. All employees may, within the specified application period, apply for appointment to such vacant position. Probationary positions to be filled by cadets will not be posted.
- 12.2 When a CSU campus interviews an applicant who is a permanent employee in Bargaining Unit 8 at another CSU campus, the campus with the opening may waive the physical agility and written test required of new hires.
- 12.3 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. Except as indicated in provision 12.4, 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.
- 12.4 When a vacancy for a Corporal or Sergeant position occurs on a campus, it may be filled by promotion in accordance with provision 12.10. If the President decides not to fill a vacant Corporal or Sergeant position pursuant to provision 12.10, the procedure and process in provisions 12.1 and 12.3 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.

- 12.5 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.
- 12.6 If an employee is selected for appointment/promotion to a vacant position on a different campus, the provisions of Article 11, Probationary Period, shall apply in the new position, except as provided in provision 12.15.
- 12.7 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.
- 12.8 All moving expenses shall be borne by the employee unless the President determines otherwise.
- 12.9 For purposes of this Article, a vacancy is a position for which recruitment has been authorized.
- 12.10 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.
- 12.11 In emergency situations, the provisions of this Article may be waived by the President.

- 12.12 At the employee's request, Unit 8 employee's with permanent status who voluntarily separate from the CSU shall meet with the Chief or his/her designee prior to separation. If such a meeting is held, the Chief shall complete a form indicating whether or not the employee is eligible for rehire.
- a. A copy of this form will be given to the employee.
 - b. The Chief's decision shall not be subject to Article 7, Grievance Procedure.
- 12.13 Unit 8 employees who separate from the University are eligible to return to the campus from which they separated provided:
- a. At separation the Chief marked them as eligible for rehire;
 - b. They return within four (4) months from the date of separation;
 - c. There is a Unit 8 vacancy in the same or lower classification in which the employee held permanency on the campus; and
 - 1) A position which has been given to a candidate as a conditional offer is not considered a vacancy.
 - d. The employee meets all POST requirements for the position in which he/she holds permanency, which may include a background check.
- 12.14 Unit 8 employees are eligible one time during their total service at the CSU to use provisions 12.12-12.13 of this contract.
- 12.15 Unit 8 employees who return to the University under provision 12.13 shall:
- a. Not be required to serve a new probation;
 - b. Upon request, shall have the number of sick hours they had at separation reinstated;
 - c. Shall accrue vacation and sick leave at the same rate as the employee was accruing at the time of separation from the University; and,
 - d. The time period between the dates of separation and rehire will not be considered a break in service for the purpose of calculating seniority and provisions 25.9 and 25.10 shall apply.

ARTICLE 13

HOURS OF WORK, OVERTIME AND SCHEDULING

Work Period

- 13.1 A work period is defined as an established and regularly recurring period of work.
- 13.2 After consulting with the SUPA representative on campus, the Chief of Police shall choose one of the following three (3) work periods:
- a. For employees assigned a one week work period (7) days, the designated work period shall commence at 12:01 a.m. Sunday and shall end midnight the following Saturday
 - b. For employees assigned a two week work period (14 days), the designated work period shall commence at 12:01 a.m. Sunday and shall end midnight the Saturday of the second week, and
 - c. For employees assigned a twenty-eight (28) day work period, the designated work period shall commence at 12:01 a.m. Sunday and shall end midnight on Saturday twenty-eight (28) days later.

Work Schedule

- 13.3 A work schedule is defined as the number of days worked and the hours of work assigned within a work period.
- 13.4 Employees may be assigned by the CSU to one of the following five (5) standard work schedules:
- a. five (5) days, eight (8) hours per day within a one week work period; or
 - b. four (4) days, ten (10) hours per day within a one week work period; or
 - c. 3/12 within a two week work period; or
 - d. 9/80 within a two week work period; or
 - e. 3/12.5 – only those on a 3/12.5 shall be on a 28 day work period.

- f. For those employees assigned a 3/12 work schedule, a schedule shall consist of a two week work period consisting of twelve (12) hour shifts on three (3) consecutive days during each calendar week plus an additional scheduled eight (8) hour shift every other week.
- g. For those employees assigned a 9/80 work schedule, employees shall be on a two week work period consisting of nine (9) hour shifts on four (4) consecutive days during each calendar week plus an additional scheduled eight (8) hour shift every other week. In calendar weeks in which the employee works the eight (8) hour shift, the eight (8) hour shift shall be worked on (1) the day following the fourth (4th) consecutive nine (9) hour workday or (2) on the day prior to the four (4) consecutive nine (9) hour workdays.
- h. For those employees assigned a twenty-eight (28) day work schedule, a schedule shall consist of three (3) days, twelve and one-half (12.5) hours per day for four (4) weeks, plus one scheduled ten (10) hour day in any of the four (4) weeks.

Work Shift

- 13.5 A work shift is defined as the days of the week and the time period during which a bargaining unit employee is at work.
- a. After consulting with the SUPA representative on campus the Chief of Police or designee shall determine the duration of the work shift assignment, which may be three (3) to twelve (12) months in length. If there is no agreement, the Chief of Police shall make the final decision.
 - b. After consulting with the SUPA representative on campus the Chief of Police or designee shall determine the procedure on the campus for work shift assignments. Employees may remain on the same shift for a maximum of one (1) year. Procedures at a minimum must consider seniority in rank as a primary factor in shift selections however the Chief of Police may override the seniority factor for the following reasons:
 - 1) Needs of probationary employees;
 - 2) Special assignments;

- 3) Documented performance related discipline as defined in POBR (excluding oral reprimands);
- 4) Performance Improvement Plans (PIP); and
- 5) An employee who has worked the same days of the week and/or time period for three years or more.

Ties in seniority shall be broken by ranking at the time of recruitment. The campus SUPA Director may request a list of seniority within the bargaining unit for that campus.

- c. All work shifts shall be prepared in written form and normally posted no less than twenty-one (21) or not less than twenty-eight (28) days (for those with 28 day work periods) prior to any regularly scheduled shift change.
- d. No employee shall have his/her regularly scheduled shifts or days off changed without receiving a minimum of twenty-one (21) or twenty-eight (28) days prior written notification of such change, except in emergency situations or by mutual agreement.

The twenty-one (21) and twenty-eight (28) day notice pertains only to work shifts and not to the assignment of overtime.

13.6 In situations where, due to the absence of Unit 8 and/or Police Dispatcher employees and when the relevant notice is not possible [twenty-one (21) or twenty-eight (28) days notice] the Chief of Police may use one of the following options:

- a. Offer or assign the work to employees as overtime; or
- b. Assign employees to extend their shift on overtime; or
- c. Offer employees the opportunity to take off their scheduled shifts and work the shifts of the absent employee with agreement of the employee; or
- d. Reassign an employee who is already on duty during the absence to do the necessary work due to the absence.

Employees will not be required to work split shifts unless the Chief of Police has exhausted the above options.

Procedures for Shift Swapping

- 13.7 Two bargaining unit members may agree to swap shifts provided:
- a. They both sign the designated form agreeing to work the shift and day designated;
 - b. The Chief of Police or designee approves the swap;
 - c. Both days of the swap occur within the applicable period, as defined in Provision 13.2;
 - d. Shift trades cannot result in any employee working more than 16 hours straight and there are at least 8 hours between the end of one shift and the beginning of the next shift;
 - e. Hours worked as a result of the voluntary shift trade are not subject to night differential pay pursuant to Provisions 21.16 – 21.17 of the Collective Bargaining Agreement;
 - f. Shift trades cannot result in overtime; and
 - g. Once the trade is approved by the Chief of Police or designee, Officers who fail to report to duty will be subject to discipline pursuant to applicable Articles under this Agreement and department operational guidelines.
- 13.8 No employee shall be required to work more than sixteen (16) consecutive hours as a result of shift change, except in emergency situations.

Emergency

- 13.9 In emergency situations, all days off and shift assignments may be canceled or changed as needed to address the emergency. The decision for each cancellation shall be made by the Chief of Police or designee. Employees may be required to work on their home campus or another campus.

Meal and Rest Periods

- 13.10 Meal periods shall count as time worked.
- 13.11 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 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 cancelled by the Chief of Police during emergencies.

Overtime

- 13.12 For employees on a twenty-eight (28) day work period, employees shall be paid overtime for authorized time worked in excess of one hundred sixty (160) hours in a twenty-eight (28) day work period. For employees on a one week work period, employees shall be paid overtime for authorized time worked in excess of forty (40) hours. For employees on a two week work period, employees shall be paid overtime for authorized time worked in excess of eighty (80) hours. Paid holiday, paid sick leave, paid vacation, and compensatory time off shall be counted as time worked for purposes of this Article. Employees may not be awarded or received flex time in lieu of CTO or pay for time worked.
- 13.13 Overtime shall be assigned by the Chief of Police or designee in the following manner:
- a. For overtime related to special and/or planned events, the Chief of Police or designee shall first determine the number of officers needed to staff an event. A percentage of these officers, as set forth below, shall be on campus bargaining unit members. However, if five officers or less are needed to staff an event, one campus bargaining unit member may be assigned to work the event pursuant to sections (1) and (2) below. Overtime assignments shall be offered in the following order:
 - 1) To bargaining unit members on the campus at least seventy-two (72) hours in advance. Said overtime shall be offered, assigned,

and distributed in an equitable and impartial manner to the extent possible.

- i. If 20% or more of the available overtime has been filled by on campus bargaining unit members, the remaining overtime opportunities shall be offered to bargaining unit members on other campuses as set forth in section (3) below.
 - ii. If less than 20% of the available overtime has not been filled by on campus bargaining unit members, the Chief of Police or designee may assign overtime to bargaining unit members on campus pursuant to section (2) below.
- 2) The Chief of Police or designee, as far as practicable, shall assign overtime to bargaining unit members on the campus so a maximum of 20% of the number of officers needed to staff an event are bargaining unit members on the campus. Such overtime shall be assigned and distributed in an equitable and impartial manner at least seventy-two (72) hours in advance. Employees may not decline such overtime assignments.
- 3) Once the number of on campus bargaining unit members needed to staff an event has been met and if overtime opportunities are still available, said overtime shall then be offered to bargaining unit members on other campuses for a period of seventy-two (72) hours. The Chief of Police or designee at the campus offering such overtime shall make the overtime assignment.
 - i. Bargaining unit members shall notify the Chief of Police or designee at their home campus in writing (email) within twenty-four (24) hours of when they accept an overtime assignment at another campus. If the bargaining unit member accepts the overtime assignment less than twenty-four (24) hours before the event, the bargaining unit member shall notify the Chief of Police at their home campus in writing (email) before working the shift.

If an employee fails to follow the procedure above in this section, the employee may be excluded from future overtime opportunities at other campuses.

If the Chief of Police determines that the overtime assignment can reasonably be expected to adversely affect the employee's work performance during an assigned shift at the employee's home, then he/she may direct the employee not to work the overtime assignment.

- ii. The Chief of Police or designee at the campus offering overtime may decline to make an overtime assignment to a bargaining unit member on another campus due to documented performance or behavioral issue(s) observed during previous overtime worked at the campus offering overtime.
 - iii. Absent specific direction, the bargaining unit member shall adhere to home campus policies.
- 4) If, at the end of the 72-hour period, there are an insufficient number of bargaining unit members on other campuses desiring to work the overtime, the Chief of Police or designee may offer said overtime to non-CSU agencies.
- 5) If overtime opportunities still exist, the Chief of Police or designee, as far as practicable, shall assign and distribute overtime to bargaining unit members on the campus in an equitable and impartial manner. Employees may not decline such overtime assignments. Such overtime assignments shall not be assigned to bargaining unit members who have already been approved for vacation on the day of the scheduled event.
- b. For overtime related to patrol shifts the Chief of Police shall offer the overtime to bargaining unit members on the campus. Said overtime shall be offered, assigned, and distributed in an equitable and impartial manner to the extent possible. If there is an insufficient number of bargaining unit members on campus desiring to work the overtime the Chief of Police or designee, as far as practicable, shall assign and distribute overtime to bargaining unit members on the campus in an equitable and impartial manner. Employees may not decline such overtime assignments. The Chief of Police may, instead of involuntarily assigning unit members on the campus, seek unit members from other

campuses if, in the Chief's sole discretion, doing so is practical under the circumstances.

- c. In emergency situations, as defined in Article 2, employees may not decline overtime assignments.

13.14 When overtime is offered to bargaining unit members at other campuses as per Provision 13.13.

- a. The decision by the employee to accept or reject the overtime assignment at another campus is entirely voluntary, except in emergency situations. Once the employee accepts the overtime assignment, the employee must work or provide satisfactory coverage (eligibility and rank, if applicable) for the shift absent an emergency situation or illness.
- b. The employee shall remain an employee of his/her home campus, the campus where the employee has a daily schedule.
- c. The hours worked by the employee shall be calculated by the host campus (the campus where the employee worked the overtime) and reported to the home campus for inclusion on the employee's monthly Time and Attendance Report.
- d. Neither campus is required to pay the employee travel time or travel expenses for any voluntary overtime on another campus, provided the employee does not perform any work while traveling. At the host campus' discretion, the host campus may compensate the employee for the travel time and/or expenses, provided the travel time is paid at the minimum of twice the California minimum wage.
- e. If the employee works overtime at another campus, and utilizes sick hours at their home campus on the same day, their overtime will be converted to straight time.

13.15 All overtime hours worked shall be compensable by cash or compensatory time off (CTO), as determined by the Chief of Police, subject to provision 13.17 below, at a rate of one and one-half (1 ½) 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.

13.16 Nothing contained in this Agreement shall be interpreted as requiring duplication or pyramiding of holiday, vacation, daily or weekly overtime payments involving the same hours of work.

Compensatory Time Off (CTO)

13.17 Unit members who have less than 80 hours in his/her compensatory time bank may instead of overtime payment elect to earn Compensatory Time Off. A unit member may have a maximum of 480 hours of accumulated Compensatory time off in his/her leave bank. This maximum accrual may be reduced as determined by the Chief of Police on each campus but may not be reduced below 80 hours.

13.18 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.

Call-back Work

13.19 Call-back work is work, including non-scheduled work directed by the Chief of Police or designee 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 a minimum of four (4) hours of call-back pay. Only hours spent performing call-back work shall be counted as time worked for the purpose of computing overtime. The hours credited but not worked shall be paid at the straight time rate of pay. Call-back pay shall not apply to hours contiguous with an employee's normal work shift.

Standby and Court Appearances

- 13.20 An employee required to be on standby for court appearance must notify the Chief of Police or the Chief of Police's designee as soon as the employee receives notice of the standby requirement. The employee must advise the Chief of Police or designee the date of the standby requirement for court, the anticipated court time and any additional relevant information that is available. If requested to be on standby for an additional day (s) the employee must contact the Chief of Police or designee for authorization to remain on standby. Failure to do so will result in standby pay being denied.
- 13.21 An employee shall receive a minimum of two (2) hours compensation or compensatory time off at straight time rate for required standby time for court appearances outside a unit member's regular schedule. Employees may be required, as directed by the Chief of Police or designee, to inquire with the party issuing the subpoena regarding the continuing need of standby status.
- 13.22 An employee shall receive a minimum of four (4) hours at the overtime rate of pay for required court appearances outside an employee's regular schedule. Court appearance pay shall not apply to hours contiguous with an employee's regular work shift.

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 are not required to transport money, staff parking booths, or reconcile parking booth funds; however, they may be required to provide security for the transportation of money. In such a case, they 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 University Police Department.
- 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 Dispatcher Duties
- a. Bargaining Unit 8 members may be required to work dispatcher duties in emergency situations and to cover breaks and lunch breaks.
 - b. When there are absences of dispatchers, whether planned or unplanned, the Chief of Police shall endeavor to provide work coverage for the scheduled absences by using qualified non-Unit 8 employees.
 - c. If appropriate coverage for dispatcher duties cannot be arranged, volunteers among off-duty Unit 8 employees will be requested. If there are not enough volunteers, dispatcher duties may be assigned to 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) consecutive calendar day. The employee's rate of pay shall be an amount of approximately 4.6% 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.
- 15.3 Any employee who is promoted to and performs the duties of a higher level position shall be entitled to receive extra pay commencing with the first day of the payroll period following the promotion. The employee's rate of pay shall be an amount of no less than approximately 4.6% over the amount of the employee's base pay or the first step of the higher class, whichever is greater, provided the increase does not result in a salary rate above the top step of the salary schedule.

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. The Chief shall inform the employee in writing for the reason(s) for the denial.

ARTICLE 17

BENEFITS

Eligibility

- 17.1 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 health, dental, vision and life and AD&D benefits include 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.
- 17.2 The term "eligible family members" as used in this Article shall mean the eligible employee's legal spouse, registered Domestic Partner, and children from birth to the end of the month in which the dependent children reach age twenty-six (26). An adopted child, stepchild, natural child recognized by the parent, or a child living with the employee in a parent-child relationship, as certified by the employee at the time of enrollment of the child and annually thereafter, up to the age of 26 is also eligible. A family member who is a disabled child over age twenty-six (26) 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-six (26), 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. Eligibility for family members is defined by CalPERS.

Health

- 17.3 Eligible employees and eligible family members as defined by CalPERS shall continue to receive health benefits offered through the CalPERS system for the life of this Agreement. Payment for these benefits shall be based on rates established by CalPERS for participating members. The Employer contribution shall be based on current formula as provided in Government Code Section 22871.

Health Premium Conversion Program (TAPP)

17.4 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

17.5 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 17.1 and 17.2. The CSU Enhanced Level II Indemnity Dental Plan and the CSU Enhanced Prepaid Dental Plan shall be offered to eligible employees and eligible family members. The Employer's contribution to such plans shall equal one hundred percent (100%) of the basic monthly premium.

Vision Care

17.6 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 17.1 and 17.2. The Employer's contribution to such plans shall equal one hundred percent (100%) of the basic monthly premium.

Dependent Care Reimbursement

17.7 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

- 17.8 Eligible employees as defined under the Public Employees' Retirement System shall receive the improved 1959 Survivors Benefit as provided in Government Code Section 21574.7. 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.

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 CalPERS 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 uniform allowance shall be paid monthly.

Uniform allowance payments are taxable and reportable. In addition, each monthly payment is subject to Medicare withholding, and is includable in calculations for overtime and NDI/IDL payments. These payments are reportable to CalPERS as compensation toward retirement only for Classic members.

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 or dental, pursuant to provisions 17.1 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 costs 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 fifty thousand dollars (\$50,000).

CalPERS Contribution

17.29 The employee shall pay 100% (i.e., 8.0% of 8.0%) of his/her contribution to the California Public Employees Retirement System (CalPERS).

CalPERS Benefit

17.30 The employee shall be placed into CalPERS membership and the appropriate retirement benefit formula based on eligibility provisions cited in the Government Code.

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	Days (8 hours)	Hourly Equivalent of
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 A vacation bid by seniority may be used, at the Chief of Police's discretion, in conjunction with shift bids. If vacation requests are submitted after the vacation bid process or if vacation bidding is not used, requests for vacation must be submitted with reasonable advance notice and in writing to the Chief of Police. The Chief of Police or designee shall respond within fourteen (14)

days to vacation requests. If there is no written response within the fourteen (14) days, the employee may request a written response from the Chief of Police or designee. If there is no written response within fourteen days from the date of the request for a response, the vacation shall be considered approved. 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.

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)
 - g. March 31 (Cesar Chavez Day)
 - h. November 11 (Veteran's 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)
- 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.

- a. Holidays on Scheduled Days Off - If an employee's regularly scheduled day off falls on the day the holiday is observed, the employee shall be entitled to holiday time off in an amount equal to their normal workday. This holiday time is not considered CTO. This compensation at the amount equal to their normal workday may be in the form of cash (salary) or Holiday Credit, which shall be included with the one hundred (100) hours that may be accrued under provision 19.4 b. below.
- b. Holiday on Scheduled Work Days - An employee who is scheduled to work and works on the day a holiday is officially observed shall receive his/her normal compensation for that day and shall also receive compensation at the overtime rate of one and one-half (1 and ½) times their normal rate of pay for each hour actually worked. This compensation at the rate of one and one-half (1 and ½) times their normal rate of pay for each hour actually worked may be in the form of cash (salary) or Holiday Credit.
 1. The method of payment for compensation shall be determined by the Chief of Police, and it shall be made before the holiday is worked and/or observed when practicable. However, employees with one-hundred (100) or more accrued hours of Holiday Credit may select in writing the method of payment for holiday compensation.
- c. Holiday Credit shall be used or paid out within one (1) year of the Holiday Credit being earned.

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.

19.8 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 19.4 b. of this Article.

19.9 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 twenty-eight (28) 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, excluding self-support, or six (6) units, whichever is greater per term. Eligible employees enrolled in a doctoral program shall be eligible for a partial fee waiver equivalent to the part-time Graduate tuition fee, and shall be responsible for paying the difference between the applicable Doctorate fee and the part-time Graduate tuition fee. Time spent in such programs shall not be utilized for overtime or for fulfilling regular workweek duties and responsibilities.
- 20.2 Employees eligible for participation in the CSU fee waiver program as defined above may transfer their existing fee waiver benefit entitlement maximum (as defined above) to a spouse, registered domestic partner or dependent child, subject to the following conditions:
- a. the courses are taken by a spouse, registered domestic partner or dependent child up to age 23 who is matriculated toward a degree and the courses are for credit toward the degree's requirements,
 - b. this fee waiver benefit does not apply to out-of-state tuition, and
 - c. the administration determines that there is space available in such course offerings for the spouse, registered domestic partner or dependent child.

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 four (4) categories:
- a. General salary increases which shall be subject to negotiations between the parties;
 - b. Service-based performance step increases, pursuant to provisions 21.5 through 21.8 of this Article, in an amount which shall be subject to negotiations between the parties;
 - c. Performance-based step increases or one-time lump sum bonuses, pursuant to provisions 21.9 through 21.13 of this Article, in an amount which shall be subject to negotiations between the parties; and/or
 - d. In-Range Progressions pursuant to provision 21.14.
- 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 or half-step within the salary range appropriate to his/her classification. The differential between full steps in the ranges shall be approximately four and six-tenths percent (4.6%). The differential between half-steps in the ranges shall be approximately two and three-tenths percent (2.3%).

General Salary Increase

- 21.4 A General Salary Increase (GSI) is a percentage increase applied to the individual salary rates of all bargaining unit members and to the Salary Schedule as provided in 21.2 above.

- a. For fiscal year 2018-19 there will be a 3% General Salary Increase for all employees in active pay status, or on leave, as of 01/01/2021. This General Salary Increase will be effective as of 01/01/2021.
- b. For fiscal year 2019-20 there will be a 3% General Salary Increase for all employees in active pay status, or on leave, as of 01/01/2021. This General Salary Increase will be effective as of 01/01/2021.

Service-Based Performance Step Increase

21.5 A service-based performance step increase (SBSI) is movement between steps or half-steps in the salary range, up to the SBSI maximum of the range as set forth in Appendix A, based upon service and satisfactory performance.

21.6 Eligibility Rules and Service Requirements

- a. Upon written authorization of the appropriate administrator, subject to the terms and conditions of this Article, employees may receive an SBSI 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 or half-steps.
- b. The required qualifying service for a twelve (12) month employee is the completion of twelve (12) pay periods and twelve (12) months of qualifying service.
- c. A qualifying month of service is defined as 8 days on pay status in a pay period.
- d. Anniversary dates are adjusted for non-qualifying pay periods such as those due to unpaid leaves of absence, including NDI.
- e. 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 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.
- 21.8 During fiscal years 2018/19, 2019/20, 2020/21, and 2021/22 there shall be no SBSI's awarded.

Performance-Based Salary Increase

- 21.9 A performance-based salary increase (PBSI) is movement between steps or half-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 21.8 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 and/or the amount of a bonus, is at the discretion of the President and shall not be subject to Article 7, Grievance Procedure.
- 21.10 There shall be no funds dedicated for PBSIs in fiscal years 2018/19, 2019/20, 2020/21, 2021/22. The amount of funds dedicated to performance-based step increases in this program of PBSIs in fiscal years, excluding associated benefits costs, shall be as provided in this Article when negotiated by the parties. The funds dedicated in each fiscal year 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 each fiscal year, a campus may not award a one-time lump sum bonus from campus funds unless it has completely expended its fiscal year performance pool allocation.
- 21.11 The funds identified for this program of PBSIs shall be effective July 1 of each fiscal year. In any fiscal year in which both a systemwide PBSI pool and a SBSI are provided, the processing of a PBSI will be deferred for those

employees on the full-step or half-step below the Service Maximum until after the employee's anniversary date. PBSIs provided solely from campus funds, however, may be effective at any time and are separate from PBSIs awarded from negotiated funds. The amount of funds dedicated to this program on each campus in each fiscal year shall be based on the number of filled full-time equivalent bargaining unit positions. There shall be no requirement to expend all funds negotiated 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 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 or above the SBSI Maximum 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.

Step Increase

21.14 An increase in an employee's pay rate to a higher step or half-step due to increased responsibilities and skills of the employee, or for market or pay equity reasons, or for performance reasons, is referred to as a step increase. When a step increase is awarded, the appropriate salary step or half-step increase shall be determined by the President. All increases shall result in the employee's pay rate remaining on either a step or half-step rate. Such increases shall be campus funded. This provision shall not be subject to Article 7, Grievance Procedure. The decision of the President to award or not award a step increase under this provision and the amount of such increase shall be final and non-grievable.

The name, classification, and campus of each recipient of a Step Increase and the dollar amount of the Step Increase shall be reported to SUPA two times per year. A report shall be issued twice during each fiscal year, in January with information for the fiscal year as of the end of the month prior to the report and August to capture information for the entire closing fiscal year.

The report shall be issued from the Chancellor's Office.

- 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.

Bonus Plans

- 21.16 A bonus is a lump sum payment that is not a permanent increase to the salary base of the individual and may be granted at the discretion of the President. A bonus may be awarded at any time and may be used for a variety of salary adjustments including, but not limited to, the following:
- a. Recognition of exceptional performance of a bargaining unit employee shall be in the form of a bonus.
 - b. A retention bonus may be awarded to an employee for staying with the CSU and who is in a position in a classification that is critical to the ongoing operations of the CSU, or is in short supply in the labor market, and/or is a difficult to recruit for classification. The requirements for the retention bonus must be in writing. The minimum time period that an employee must commit to stay with the CSU in order to receive a retention bonus is twelve (12) months.
 - c. The decision of the President, made in accordance with this provision, regarding the award of a bonus shall be final and shall not be subject to Article 7, Grievance Procedure.
 - d. The bonuses in sub-provisions (a) and (b) shall be campus funded.
 - e. All bonus awards must be based on a percentage of the annual gross salary.

Shift Differential

- 21.17 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.
- 21.18 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 two dollars twenty (\$2.20) per hour for the employee's entire shift.
- 21.19 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.
- 21.20 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

- 21.21 For achievement of an Intermediate P.O.S.T. Certification, an employee shall receive a monthly stipend of two hundred dollars (\$200.00). In addition, for achievement of an Advanced P.O.S.T. Certification, an employee shall receive a monthly stipend of two hundred fifty dollars (\$250.00). 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 30.4.
- 21.22 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

- 21.23 Employees in all classifications/ranks shall receive a stipend to perform one or more special assignments. 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.

This provision shall not continue after the expiration of this contract unless the parties agree during successor bargaining to continue this provision.

- 21.24 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. Employees shall not be given more than four (4) special assignments.
- 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 Employees shall receive a \$100 stipend for each of the following special assignments:
- a. range master;
 - b. defensive tactics instructor;
 - c. motorcycle patrol;
 - d. special evidence technician;
 - e. crime prevention specialist;
 - f. community relations programs;
 - g. specialized training and leadership role in special reaction teams (e.g., sexual assault, gangs, emergency medical);
 - h. Critical Response Unit (CRU) team member;
 - i. bicycle patrol, when ridden at least 25 hours per month;
 - j. Assignments requiring proficient bilingual communication in a second language critical to the operation of the department, including sign language, in a month when translation is followed by a citation, field interview card, or police report. To be considered proficient in a second language, an employee must be conversational in the second language as determined by one of the following:
 - i. certification from a local community college;

- ii. a campus faculty member who teaches a course in the second language;
- iii. certification from a school district bilingual proficiency assessment program;
- iv. certification from a foreign language center;
- v. a Chief of Police who speaks the second language.

21.27 Employees shall receive a \$200 stipend for each of the following special assignments:

- a. canine handler;
- b. field training officer (FTO), in a month when training a newly hired officer;
- c. investigator/detective;
- d. officer in charge, when assigned to fill in for the designated shift supervisor for more than one month.

21.28 Employees shall receive a special assignment stipend in an amount at or between one hundred dollars (\$100) and four hundred dollars (\$400), as determined by the Chief of Police, for a special assignment as a certified emergency medical technician.

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

Experience Step Increase

21.30 Effective 04/01/15, all employees, who are not already at top step, with 10 or more years continuous service in the Bargaining Unit, and who have received a satisfactory performance evaluation, shall receive a step increase of approximately 2.3% effective on the first day of the monthly pay period following completion of the required qualifying service. Continuous service includes 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. An employee who has separated and returned to a campus pursuant to Articles 12.12 -12.13 of this Agreement shall be considered to have been in continuous service for the purposes of eligibility for an Experience Step Increase.

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. If the employee is absent for three (3) consecutive days or there is an identifiable reasonable to suspect the absence, 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.

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:
- The employee's spouse or domestic partner;
 - The employee's spouse's or domestic partner's: parent, sibling, grandparents, great-grandparent, child (including foster, adopted and step-child), grandchild, aunt, uncle, step-parent;
 - The employee's son-in-law, daughter-in-law; and
 - A relative of the employee, spouse or domestic partner who is living in the immediate household of the employee.

Bereavement Leave

- 22.8 For each death of an immediate family member as defined in provision 22.7 above, upon request to the President, the employee shall be granted five (5) day's leave with pay. The five (5) days shall apply to five (5) days of the employee's regularly scheduled workdays up to a maximum of forty (40) hours. The employee shall give notice to the Chief of Police as soon as possible and shall, if requested by the Chief of Police, provide substantiation for the request upon the employee's return to work.
- 22.9 A leave granted in accordance with this provision may be supplemented in accordance with the sick leave bereavement provision.

Jury Duty

- 22.10 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.
- 22.11 An employee who receives initial notification that he/she is subject to jury duty shall notify the appropriate administrator.
- 22.12 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

- 22.13 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.

- 22.14 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.
- 22.15 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.
- 22.16 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.
- 22.17 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.
- 22.18 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.
- 22.19 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

22.20 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

22.21 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

22.22 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 CTO due to 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 forty (40) 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 third party administrator 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 within a twelve (12) month period. The President may approve an additional three (3) - 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.

22.23 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.

Parental Leave

22.24 An employee shall be entitled to up to (240 hours) with pay for "parental leave," which leave shall commence within sixty (60) days after the arrival of the new child(ren). A maximum benefit of thirty (30) consecutive eight-hour workdays, or equivalent (not to exceed 240 hours) for employees on alternate work schedules, with pay in a twelve (12) month period shall be provided. Such leave runs concurrently with any other related leaves for which the employee is eligible. This benefit shall be provided in connection with the birth of one's child(ren) or placement of one or more children with the employee for the purpose of adoption or foster care or legal guardianship.

"Parental leave" shall refer to a leave for the purpose of caring for a new child. In order for the employee to be entitled to parental leave, the employee must be employed with the CSU prior to the birth or placement of a child(ren) with the employee.

Organ Donor Leave

22.25 Organ Donor and Bone Marrow Leave

Upon presentation of written verification that they are organ or bone marrow donors and there is a medical necessity for the donation, employees who have exhausted all available sick leave are eligible for the following leaves of absence with pay:

- a. A paid leave of absence not exceeding 30 consecutive calendar days in any one-year period to any employee who is donating his or her organ to another person.
- b. A paid leave of absence not exceeding five consecutive calendar days in any-one year period to any employee who is donating his or her bone marrow to another person.

Paid Administrative Leave

- 22.26 For reasons related to (a) the safety of persons or property, (b) the prevention of the disruptions of programs and/or operations, or (c) investigation for formal notice of disciplinary action, the President may temporarily reassign an employee to a location or duty assignment if the location or duty assignment falls within the employee's classification or place the employee on administrative leave with pay.
- 22.27 The President may terminate or extend the temporary reassignment or temporary administrative leave and shall notify the employee of any such extension and the anticipated completion date of the investigation, in writing. Notice may be provided by fax, electronic mail or regular mail, in addition to certified mail.
- 22.28 Employees on temporary administrative leave must provide the campus with a means or phone number for immediate communication with the campus. The employee must be available to contact the campus by phone or to report to the campus in person immediately upon request, as requested by the campus.
- 22.29 Paid Administrative Leave shall not be subject to Article 7, Grievance Procedure, unless the grievant alleges the terms of this Agreement have been violated, misinterpreted, or misapplied.

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 that the President deems appropriate. The employee may be required to provide acceptable written verification that the conditions of the leave were met.
- 23.3 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.
- 23.4 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.
- 23.5 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.
- 23.6 CalPERS service credit shall not be granted to an employee on a leave of absence without pay, except under limited circumstances where required under law.
- 23.7 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 Absence without leave of an employee, whether voluntary or involuntary, for five consecutive working days is an automatic resignation from state service, as of the last date on which the employee worked and shall be handled in accordance with Education Code sections 89541 and 89542.

ARTICLE 25

LAYOFF

Notice of Impending Layoff

25.1 When the CSU determines that there is a need for implementation of any procedures outlined in this Article, the CSU shall notify the union. After sending such notice, and upon request, the CSU agrees to immediately meet and confer with the Association on the bargaining unit impact.

Voluntary Programs to Avoid Layoff

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

25.3 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

25.4 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.

25.5 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: merit and competency in relation to program needs.

25.6 Permanent Employees

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

25.7 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.

25.8 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.

25.9 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.

25.10 In no case shall a permanent employee earn more than twelve (12) seniority points per calendar year.

25.11 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.

25.12 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.

25.13 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

25.14 A tie exists when two (2) or more permanent employees in a classification undergoing layoff have the same number of seniority points.

25.15 If a tie exists, then the tie shall be broken first by time within Unit 8; if the tie remains, then it shall be broken by time with the CSU.

Notice of Layoff

25.16 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.

25.17 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.

25.18 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

25.19 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.

25.20 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.

- 25.21 In order to elect 25.20 and/or 25.21 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.
- 25.22 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 25.20 and 25.21 above of this Article.

Reemployment Rights

- 25.23 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.
- 25.24 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.
- 25.25 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

- 25.26 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

NON-DISCRIMINATION

Non-Discrimination

- 27.1 The CSU prohibits discrimination on the basis of Age, Disability (physical and mental), Gender (or sex), Gender Identity (including transgender), Gender Expression, Genetic Information, Marital Status, Medical Condition, Nationality, Race or Ethnicity (including color or ancestry), Religion (or Religious Creed), Sexual Orientation, and Veteran or Military Status, as used herein are consistent with the definitions provided in Executive Order 1096 Revised, or its successors.
- 27.2 An employee, who alleges discrimination in violation of a CSU non-discrimination or anti-harassment policy, shall file his/her complaint under the procedure described in Executive Order 1096 Revised, or in any superseding executive order, if applicable. An employee may, at any time, file a complaint regarding the same incident with the Equal Employment Opportunity Commission and/or the Department of Fair Employment and Housing.

Whistleblowing

- 27.3 An employee, who wishes to file a disclosure of an improper governmental activity and/or a significant health or safety threat, shall file his/her complaint under the procedure described in Executive Order 929, or in any superseding executive order, if applicable.
- 27.4 An employee, who alleges that he/she suffered retaliation for making a protected disclosure of an improper governmental activity and/or a significant health or safety threat, shall file his/her complaint under the procedure described in Executive Order 1116, or in any superseding executive order, if applicable.

ARTICLE 28

FAMILY AND MEDICAL LEAVE AND PREGNANCY DISABILITY LEAVE

28.1 The family and medical leave provisions in this Article incorporate both the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) and will be denoted by FML.

Eligibility

28.2 An employee who has at least twelve (12) months of service, and has actually worked one thousand two-hundred and fifty hours in the twelve (12) months preceding the leave, is entitled to a family and medical leave without pay.

FML Entitlement

28.3 Eligible employees shall be granted up to a total twelve (12) weeks of family and medical leave (FML) in a 12-month period for the birth of a child of the employee; the placement of a child with an employee in connection with the adoption or foster care of the child by the employee; to care for a child, parent, spouse or domestic partner of the employee who has a serious health condition; or for the employee's own serious health condition. FML is unpaid leave; however, employees shall utilize appropriate leave credits prior to being placed on any unpaid portion of FML.

28.4 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.

28.5 When FML is granted for an employee's own serious health condition, an employee shall use and exhaust all accrued sick leave, vacation, compensating time off (CTO) and Personal Holiday beginning at the same time and running concurrently with FML, before going on any unpaid portion of FML. However, if the leave is due to the employee's own serious health condition and also qualifies as an Industrial Disability Leave (IDL), Temporary Disability, or Non-Industrial Disability Leave (NDI), the appropriate guidelines shall apply.

- 28.6 FML taken by an employee to care for an eligible family member shall be considered to be leave without pay except that an employee must use and exhaust all accrued vacation, Personal Holiday and compensating time off (CTO) that he/she is eligible to take beginning at the same time and running concurrently with FML, before going on any unpaid portion of FML.
- 28.7 An employee may use accrued sick leave during the period of FML, when the FML period is used to care for an eligible family member only upon mutual agreement between the employee and the appropriate administrator. Such requests for sick leave shall be made in accordance with Article 22 of this Agreement.
- 28.8 For FML taken for reason of the birth of a child or adoption/foster care of a child by an employee, this leave 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/foster care.
- The period of FML granted to an employee for the birth of a child shall run concurrently with the period of leave available to an employee under Education Code Section 89519.
- 28.9 FML is 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 also request up to twelve (12) weeks of FML for reason of the birth of the child, or to care for the new child, or due to her own or child's serious medical condition. FML and pregnancy disability leave shall run concurrently with the period of leave available under the provisions of Education Code Section 89519. FML shall not run concurrently with pregnancy disability leave under Government Code Section 12945.
- 28.10 The amount of family care and medical leave that may otherwise be granted under Article 23 may be reduced by the amount of FML granted to an employee for reasons set forth in this Article.

Request and Approval

- 28.11 When the appropriate administrator becomes aware that an employee has taken or intends to take time off for an FML qualifying reason pursuant to provision 28.3, the employee may be asked to provide acceptable documentation from a medical professional asserting that there is an FML qualifying reason. FML qualifying leaves may be designated as FML.
- 28.12 An employee shall provide the President with written notice of the need for FML as soon as the event necessitating the leave becomes known to the employee. In general, as much advance notice as is reasonably possible shall be provided and normally shall not be less than five (5) working days of the event giving rise to the need for leave.
- 28.13 If the employee's need for family and medical leave is foreseeable due to the employee's planned medical treatment or planned supervision of a child, parent, spouse, or domestic partner 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 campus.
- 28.14 Before granting FML for the serious health condition of a child, parent, spouse, or domestic partner, the President may require acceptable certification of the serious health condition from the health care provider.
- 28.15 Upon expiration of the period which the health care provider originally estimated that the employee needed to care for the child, parent, spouse, or domestic partner, the President may require the employee to obtain acceptable recertification if additional leave is requested.

Return to Work

- 28.16 Approved FML assures the employee a right to return to his/her former position or an equivalent position upon expiration of the family and medical leave. If the former position and any equivalent position has ceased to exist due to legitimate business reasons unrelated to the leave, the campus shall make reasonable accommodation by alternative means that will not cause undue hardship to 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. FML shall not constitute a break in service for the purposes of length of service and/or seniority under this Agreement. An employee on FML shall retain employee status and shall continue to accrue seniority points pursuant to Article 25 of this Agreement during the period of the FML.

- 28.17 All benefits an employee has continue during any paid leave. During any unpaid remainder of the 12 weeks of the FML entitlement, the CSU pays its normal share of any medical, dental, and/or vision coverage. An account receivable will be set up for the employee's share of the premium, if any. If the employee wishes to discontinue medical coverage during the unpaid leave, the CSU will also suspend its medical premium payments but dental and vision will be continued. Suspended medical coverage will be reinstated upon return to active status.

ARTICLE 29

PERFORMANCE EVALUATION

- 29.1 Permanent employees shall be subject to and receive annual performance evaluations. The evaluations must be given annually in accordance with campus procedures and timelines.
- 29.2 A sergeant or the immediate supervisor may draft and sign the performance evaluation. A sworn MPP (employee in the Management Personnel Plan) shall review the performance evaluation as the approving authority prior to the performance evaluation being presented to the employee. At the completion of the evaluation discussions with the employee, a sworn MPP shall sign the performance evaluation. If the sworn MPP is the immediate supervisor, then a non-sworn MPP shall review and sign the performance evaluation.
- 29.3 A written record of the performance evaluation shall be placed in the employee's personnel file. The employee shall be provided with a copy of the written performance evaluation.
- 29.4 If an employee disagrees with the performance evaluation, the employee may submit a rebuttal statement within a maximum of thirty (30) days of receipt of the evaluation. The rebuttal statement shall be attached to the performance evaluation in the employee's personnel file. Within a maximum of twenty-one (21) days of receipt of the rebuttal statement, the Chief of Police shall review the performance evaluation and rebuttal statement. If this review results in revisions to the performance evaluation, the employee shall be provided with a copy of the revised performance evaluation for signature and inclusion in the employee's personnel file. The original performance evaluation and rebuttal statement shall be removed from the employee's personnel file. If the review does not result in revisions to the performance evaluation, the Chief of Police shall inform the employee in writing and include this notification in the employee's personnel file.
- 29.5 The content of performance evaluations shall not be subject to the provisions of Article 7, Grievance Procedure.

ARTICLE 30

DURATION AND IMPLEMENTATION

- 30.1 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, 2022.
- 30.2 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, 2022, and no later than February 1, 2022.
- 30.3 Any term(s) of this Agreement which carry an economic cost except as specified in Article 21 shall not be implemented until the amount required therefore 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.

SIDE LETTER

PAYING EMPLOYEES WHEN ASSIGNED TO 'ALTERNATE' WORK WEEK SCHEDULES (PLUS/MINUS)

1. CSU agrees to work with SUPA, within the parameters of the State Controller's Office 21st Century Project, to seek the best solution to the issue of Plus and Minus (deficit) balances.
2. Unit 8 employees agreed to comply with HR 2003-28, HR/Salary 2004-22, HR/Salary 2005-25, HR/Salary 2006-22, HR/Salary 2007-26, HR/Salary 2008-12, and HR/Salary 2009-12 since December 2006.
3. In consideration of the delay of the 21st Century Project implementation for the CSU and the unique and acute impact affecting Unit 8 employees when compared to other employee units due to the nature of Unit 8 scheduling requirements, the University agrees to modify HR 2003-28 Campus Requirements, Excess Hours as follows:
 - a. Within a calendar year cycle, Excess Hours incurred in a given pay period will be accumulated and carried forward as a balance to offset deficit hours incurred in a future pay period. There will be no payout of Excess Hours until the end of the calendar year.
 - b. Annual reconciliation requirements remain in effect in that any deficit hour balances incurred from January through December in a given year will be offset by accumulated Excess Hours incurred in that same year, and if an Excess Hour balance remains, it will be reconciled and paid out as part of the annual reconciliation.
 - c. When reconciling deficit hour balances in December of each year, an Officer may use vacation, compensatory time off (CTO), holiday credit or personal holiday balances to offset the remaining deficit balance, be docked, or the campus may establish an accounts receivable pursuant to HR 2003-28 and subsequent updates.
4. Pursuant to the Fair Labor Standards Act, Compensatory Time Off (CTO), provided for in Article 13 of the Collective Bargaining Agreement, may be accumulated to a maximum of 480 hours, as determined by the Chief. In order

to have CTO available to offset any remaining deficit hour balance in December of each year, campuses will allow Unit 8 Officers to accumulate a minimum of 80 hours of the CTO referenced in Article 13.

5. This agreement is the compromise of disputed claims, and shall not be construed as an admission by CSU of any liability or responsibility at any time for any purpose.
6. The parties agree that this settlement and release shall not serve as a precedent of any kind within the CSU.
7. This Agreement represents the complete and full agreement and understanding between the parties with respect to the matters stated herein. Any agreements or promises alleged to have been made which are not reflected in the written terms of this Agreement are and shall be superseded by the terms of this Agreement and shall have no effect thereon.
8. This Agreement shall be effective with the January 2011 payroll, with the start of the new calendar year.

IN WITNESS WHERE OF, the parties hereto, by their authorized representatives have executed this Memorandum of Understanding on this 17th Day of November 2020.

The California State University

Statewide University Police Association

By: *Chris Steinhauser*
Chris Steinhauser (Apr 7, 2021 19:09 PDT)
Christopher Steinhauser, Chair
Trustees' Committee on Collective Bargaining

By: *Yolanda Abundiz*
Yolanda Abundiz (Apr 7, 2021 16:33 PDT)
Yolanda Abundiz, President
Statewide University Police Association

By: *Evelyn Nazario*
Evelyn Nazario (Apr 7, 2021 16:27 PDT)
Evelyn Nazario, Vice Chancellor
Human Resources

By: *Matt Kroner*
Matt Kroner (Apr 10, 2021 10:55 PDT)
Matt Kroner, Vice President
Statewide University Police Association

By: *Christina Checel*
Christina Checel, Associate Vice Chancellor
Labor Relations

By: *Christopher Brown*
Christopher Brown (Apr 7, 2021 17:39 PDT)
Christopher Brown, Bargaining Team
Member
Statewide University Police Association

By: *Joseph J. Jelincic III*
Joseph J. Jelincic III (Apr 7, 2021 16:45 PDT)
Joseph J. Jelincic III, Senior Director, Collective
Bargaining
Labor Relations

By: *Stephen Leonesio*
Stephen Leonesio
Labor Relations, Mastagni Holdstedt, APC

By: *Steve James*
Steve James, Labor Relations Advisor
Labor Relations

By: *John Bakhit*
John Bakhit (Apr 16, 2021 14:34 PDT)
John Bakhit
Regional Managing Attorney, Mastagni
Holdstedt, APC

By: *Julianne Doi*
Julianne Doi (Apr 7, 2021 16:18 PDT)
Julie Doi, Director, Labor and Employee
Relations
Labor Relations

By: *George Hughes*
George Hughes (Apr 6, 2021 09:27 PDT)
George Hughes, Chief of Police
California Polytechnic State University, San
Luis Obispo

IN WITNESS WHERE OF, the parties hereto, by their authorized representatives have executed this Memorandum of Understanding on this 17th Day of November 2020.

The California State University

By: Mark M Iwasa
Mark M Iwasa (Apr 8, 2021 13:45 PDT)

Mark Iwasa, Chief of Police
CSU Sacramento

By: Dario Robinson
Dario Robinson (Apr 8, 2021 10:40 PDT)

Dario Robinson, Chief of Police
California State Polytechnic University, Pomona