

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

Unit 8 - Public Safety

September 18, 2012 - June 30, 2014



**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**

P R E A M B L E

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

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

A R T I C L E 1

R E C O G N I T I O N

- 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 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 his/her 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 systemwide Chairman of the Association.
- 5.3 Association Representative: The term "Association Representative" as used in this Article refers to an employee of the Association or other representative of the Association who has been designated in writing as an official representative of the Association.
- 5.4 The Association Director shall have the authority to represent employees on the campus at which the Association Director is designated only in matters related to the investigation and presentation of grievances in accordance with the provisions of this Agreement. The Association Director may request to meet with the Chief of Police to discuss bargaining unit issues related to the implementation of this Agreement. The Association Director shall not have the authority to represent the Association in any statewide matters.
- 5.5 The Association 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 President of any such visit. Notice shall include the identity of the visitor, the time of the visit, and the areas to be visited. Upon arrival on the campus, the Association President or Association Representative shall make his/her presence and destination known to the President. 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 make an appointment and shall specify the reason(s) for such visit.

- 5.7 Except as provided for in Provision 5.8 below and in Article 7, Grievance Procedure, all Association activity shall be limited to rest periods, lunch periods, or before or after scheduled workshifts only. Rest periods may be taken at the beginning or end of a work period for the purpose of engaging in such Association activity subject to work needs.
- 5.8 A reasonable number of employees designated by the Association as Negotiation Committee Members shall be granted reasonable periods of release time for participating in meet and confer sessions. The CSU shall not be required to grant release time to more than six (6) employees at any one time, or to more than one (1) employee from any individual campus. Release time shall not include any compensation beyond an employee's straight-time rate of pay. Requests for release time shall be made well in advance of the negotiating sessions and shall be made directly to the Office of the Chancellor. Such requests shall include the employee's name, campus, classification, date(s) to be released, and the hours the employee is scheduled to work on the respective day(s).
- 5.9 The Association shall, within fourteen (14) days of the effective date of this Agreement and annually thereafter, send to the Office of the Chancellor a written list with the names of the Association Directors, the Association President, Negotiating Committee Members, and Association Representatives who are officially authorized to represent the Association.
- 5.10 The Association further agrees to notify the Office of the Chancellor, in writing, of any changes in such listing as soon as possible.
- 5.11 Upon prior written request by the Association of not less than fourteen (14) days, the CSU may grant Association leave not to exceed a total of 260 days per contract year without loss of compensation subject to the following:
- a. Such leave may be partial or full-time and shall be not less than one (1) day nor more than six (6) months in duration. An employee on such a leave shall continue to earn service credit and retirement credit. Vacation, holiday and sick leave credit(s) shall not accrue during such

a leave. The employee on such a leave shall have the right to return to his/her former position upon expiration of the leave. Such a leave shall not constitute a break in the employee's continuous service for the purpose of salary adjustments, sick leave, vacation, or seniority. The CSU reserves the right to refuse Association leave requests due to work requirements.

- b. The CSU shall be reimbursed by the Association for all compensation paid the employee on account of such leave and for incidental costs at the rate of ~~30%~~ thirty-six percent (36%) effective January 1, 2013 of the salary paid to the employee. For January 1, 2014 and January 1, 2015 the Union may request to reopen the contract pursuant to provision 30.0. Reimbursement by the Association shall be made no later than thirty (30) days after its receipt of the CSU certification of payment of compensation to the employee. The parties agree that failure to reimburse the CSU within thirty (30) days will result in the denial of any subsequent requests for leave under this provision until all delinquent payments have been made. Such denials will not be subject to the provisions of Article 7, Grievance Procedure, of the Agreement.

5.12 Effective _____, bargaining unit members may donate earned vacation and/or compensatory time off to an Association Leave Bank at their respective campus.

The donated hours will be converted to a dollar equivalency based upon the salary rate in effect at the time of donation by the respective employee (donor). The minimum increment that may be donated by any donor is one (1) hour. Donated hours are non-refundable. Donors will be required to sign a statement that acknowledges the earned vacation or compensatory time off hours donated shall not be paid or returned to them. The minimum increment that may be utilized by any recipient is (1) hour. Association Leave Bank recipients will be provided union leave hours based upon their salary rate in effect at the time the hours are provided.

An Association Leave Bank will be maintained at each Campus. The hours donated by the donor or received by the recipient apply only to SUPA bargaining unit members at the respective campus. The bargaining unit members eligible to use the Association Leave Bank shall be designated by SUPA. This bank may be used in addition to, but under the same conditions as the leave time described in 5.11 a

above. A maximum of 40 hours may be maintained in the Association Leave Bank at each campus.

ARTICLE 6

CONCERTED ACTIVITIES

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

ARTICLE 7

GRIEVANCE PROCEDURE

Definitions

7.1 Complaint - The term "complaint" as used in this Article shall refer to a concern of an employee which arises from the application of a term of this Agreement.

7.2 Grievance - The term "grievance" as used in this Article refers to a written allegation by an employee that there has been a violation, misapplication, or misinterpretation of a specific term(s) of this Agreement.

7.3 Grievant - The term "grievant" as used in this Article refers to a:

- a. permanent employee(s);
- b. probationary employee(s); and
- c. temporary employee(s) employed at least thirty (30) consecutive days immediately prior to the event giving rise to the grievance

who allege(s) in a grievance that he/she has been directly wronged by a violation of a specific term(s) of this Agreement. The term "grievant" as used in this Article may refer to the Association when alleging a violation of Article 5, Association Rights, as provided for in this Agreement.

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 nonbargaining unit supervisory or management person to whom the employee is accountable.

7.5 Representative - The term "representative" as used in this Article shall be an employee or representative of the Association, who at the grievant's request

may be present at Levels I through IV. Representation of the employee at Level V shall be by an "Association Representative."

7.6 Respond and File - The terms "respond" and "file" as used in this Agreement refer to personal delivery or deposit in the U.S. mail, postage prepaid 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 facsimile transmittal is used, it shall be by certified returned and shall include the signature of the receiving party acknowledging receipts as well as the date of receipt. A response or filing shall not be considered accomplished in the absence of such date and signature on the cover letter.
- c. 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.

Level III

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

- 7.15 Amendments and/or modifications to the grievance shall not be made by the grievant after the Level III filing date, except by mutual agreement.
- 7.16 Prior to the Level III response date, the parties may, by mutual agreement, waive all procedures at Level III and expedite the grievance to Level IV. Level IV time limits shall commence on the date the agreement to expedite was reached.

Level IV

- 7.17 In the event the grievance is not settled at Level III, the grievant may file a Level IV grievance with the Office of the Chancellor no later than twenty-one (21) days after the receipt of the Level III response.
- 7.18 A designated individual in the Office of the Chancellor may hold a meeting with the grievant and/or with the Grievant's representative at a mutually acceptable time and location. If the Level IV hearing is held off campus and the Grievant wants to participate, the Grievant may testify by phone or video-conference. If the Grievant wants to participate 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 agree to the following arbitrators: Richard Anthony, Byron Berry, Mei Bickner, Alexander Cohn, Joe Gentile, and Paul Greenberg. 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 hearing. At least five (5) days prior to the scheduled date of arbitration, the parties shall attempt to prepare a submission to arbitration signed by both parties setting forth the issue(s) and specific provision number(s) in dispute. Should the parties fail to agree upon a submission, the arbitrator shall determine the issue(s) after the parties' opening statements and prior to the taking of evidence or testimony.
- c. Either party to the Agreement may peremptorily challenge one panel member at any time during the term of this Agreement and such panel member shall be removed from the panel and replaced with a new mutually acceptable replacement.
- d. The arbitrator shall have no authority to add to, subtract from, modify, or amend the provisions of this Agreement, or make an award which either expressly or in effect recommends promotion or awards permanent status to an employee.
- e. The award of the arbitrator may or may not include back pay provided, however, that any back pay award shall not be in excess of six (6) months' salary less any amount that the employee may have received during that period, including unemployment compensation. Under no circumstances may interest be included in an award.
- f. A final decision or award of the arbitrator shall be made within thirty (30) calendar days after the close of the hearing. Such decision or award shall be binding upon the SUPA, the CSU, and the employee(s) affected thereby.
- g. The cost of the arbitration, excluding advocate, unilateral withdrawal, postponement, or cancellation fees, shall be borne equally by both

parties. Expenses for witnesses, however, shall be borne by the party who calls them.

- h. The standard of review for the arbitrator is whether the CSU violated a specific term(s) of this Agreement.
- i. If an arbitrability question exists, the arbitrator shall determine the arbitrability question prior to hearing the formal presentations of the parties on the merits of the grievance.
- j. Any grievance filed into arbitration shall be considered withdrawn by the Association if it has not been scheduled for an arbitration hearing within six (6) months of the filing to arbitration from Level IV.

General Provisions

- 7.21 Failure of the grievant to comply with the time limitations of this Article shall render the grievance null and void. Failure by the immediate supervisor, Chief of Police, President, or designated individual in the Office of the Chancellor to timely respond under this Article shall permit the grievance to be filed at the next level.
- 7.22 Time limits set forth in this Article may be extended by mutual agreement. 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 may continue under the provisions of the grievance procedure as amended by this Agreement.
- 7.24 A grievance settled prior to arbitration shall not establish any precedent for any similar grievance.
- 7.25 The CSU may consolidate at any level grievances on similar issues.
- 7.26 A representative who is an employee of the campus shall be provided reasonable release time solely for the purpose of representing the grievant at a grievance meeting at that campus. This shall not apply to the use of Association leave under Article 5, Provision 5.11 of the Agreement.

- 7.27 Grievance records shall be filed separately from an employee's personnel file and shall be considered confidential.
- 7.28 A grievant may withdraw a grievance at any time. The grievant shall not file any subsequent grievance on the same alleged incident.
- 7.29 If an arbitration hearing is scheduled during the regular worktime of an employee, reasonable release time shall be granted to the employee(s) involved to appear at the arbitration hearing, provided that such release time is requested with sufficient advance notice prior to the date of the hearing. When an arbitration hearing is scheduled or continues outside an employee's scheduled worktime, the employee shall not receive release time. The provisions of this Article shall also apply to a reasonable number of witnesses at an arbitration hearing who are employees.
- 7.30 A decision by the Association to submit a grievance to arbitration shall automatically be a waiver of all other remedies except as provided otherwise by statute.
- 7.31 There shall be no tape recording of grievance meetings by either the CSU or the Association at any level of the grievance procedure. However, this shall not be interpreted to diminish any rights provided under the Public Safety Officers Procedural Bill of Rights (Government Code Sections 3301 et seq.).
- 7.32 The parties agree to include the grievant's name and campus in all correspondence related to all grievances. Further, the CSU shall inform the Association of the grievance number assigned to SUPA grievances at the time that such numbers are assigned. Thereafter, the Association agrees to use the CSU grievance number in all subsequent correspondence related to said grievance.

ARTICLE 8

RULES AND REGULATIONS

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

ARTICLE 9

CITIZEN'S COMPLAINT

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

Police. The Chief of Police will decide whether each alleged act or violation was Unfounded; Exonerated; Not sustained; Sustained.

- 9.6 Each department will ensure that at least one department Safety member of the classification of Lieutenant or higher, who in their official capacity have a right to access confidential personnel files, has received training in processing and responding to *Pitchess Motions* filed against members of the department.

ARTICLE 10

EMPLOYEE SAFETY

- 10.1 The President may issue orders, regulations or other directives to provide for the safety of employees and/or property. Employees covered by this Agreement shall obey such orders, regulations or directives.
- 10.2 An employee shall have the obligation to submit reasonable suggestions regarding physical working conditions to the Chief of Police or to raise any concerns regarding health or safety issues with the Chief of Police and shall be entitled to a response.
- 10.3 As current 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 and ammunition holder
 - i. baton and baton ring or ASP and ASP holder
 - j. handcuffs, key and case
 - k. whistle
 - l. notebook and pen

- m. flashlight and batteries
- 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).

10.6 The following equipment, when authorized by the President, shall be available in each Police Department:

- a. aerosol pepper spray and holder
- b. shotgun
- c. rifle
- d. riot helmet and visor
- e. gas mask and cartridge
- f. coveralls
- g. Taser
- h. Critical incident/active shooter equipment accessible to officers in the event of a critical incident/active shooter incident. Critical incident active shooter equipment includes:
 - Ballistic helmets;
 - Tactical protective armor;
 - Ballistic shields; and
 - Tactical breaching equipment.

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.

10.9 Upon written request from an employee, the Chief of Police, or his/her designee, shall provide the employee with a copy of the post-traumatic incident counseling policy contained in the Public Safety Policy Manual.

ARTICLE 11

PROBATIONARY PERIOD

- 11.1 Probationary Period - The term "probationary period" as used in this Article shall mean a period of continuous credited service an employee who has received a probationary appointment shall be required to serve prior to becoming eligible for permanent status.
- 11.2 "Probationary employee" refers to a full-time employee serving a period of probation.
- 11.3 All employees shall serve an initial probationary period of twelve (12) months of continuous full-time credited service. Time required to complete the P.O.S.T.* Basic Academy training or equivalent shall not be credited service for the completion of the probationary period.
- 11.4 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.
- 11.5 Breaks in Service
- a. When a probationary employee goes on a leave of absence, the President shall determine whether or not the time served before the leave is counted in determining the remaining length of probationary service.
 - b. An employee's probationary period is extended for the same number of days such employee is on paid sick leave or family medical leaves of over thirty (30) days, parental leave, and for any day an employee is on Workers' Compensation (WC), Industrial Disability Leave (IDL) Non-Industrial Disability Insurance (NDI), Military Leave and/or formal leave without pay (LWOP). 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.
 - c. Normally, a new probationary period shall be served when an employee begins an appointment at another campus. However, the employee may be appointed with permanent status or credit toward

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

permanency as determined by the President of the campus to which the employee is appointed.

- 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. 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 reinstate;
 - 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 number of hours worked within those days.
- 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; or
 - b. four (4) days, ten (10) hours per day; or
 - c. 3/12; or
 - d. 9/80; 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 schedule eight (8) hour shift every other week.

The President shall designate that the workweek period begins at the midpoint of the bi-weekly eight (8) hour day of each employee on the 3/12 work schedule so that the first four (4) hours of the eight (8) hour shift shall fall within one workweek, and the last four (4) hours of the eight (8) hour shift shall fall within the next workweek. Accordingly, each workweek shall consist of forty (40) hours.

- 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.

The President shall designate that the workweek period begins at the midpoint for the bi-weekly eight (8) hour day so that the first four (4) hours of the eight (8) hour shift shall fall within one workweek, and the last four (4) hours of the eight (8) hour shift shall fall within the next workweek. Accordingly, each workweek shall consist of forty (40) hours.

- 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 length of the posting of the work shift, 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 (10 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; and
 - 2) Special assignments.
- 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. 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 ("emergency" as defined in Article 2) 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:
- a. Offer or assign the work to employees as overtime; or
 - b. Offer employees the opportunity to take off their scheduled shifts and work the shifts of the absent employee with agreement of the employee; or
 - c. Reassign an employee who is already on duty during the absence to do the necessary work due to the absence.

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; and

- c. Both days of the swap occur within the applicable period.
- d. Shift trades not 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; and,
- f. Shift trades cannot result in overtime;
- 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 ("emergency" as defined in Article 2) situations, all days off and shift assignments may be canceled or changed. 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, overtime assignments shall be offered first 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 are any insufficient number of bargaining unit member on campus desiring to work the overtime, said overtime shall then be offered to bargaining unit members on other campuses for a period of seventy-two hours (72). 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 said overtime shall then be offered to non-CSU agencies. If there are still an insufficient number of individuals desiring to work the overtime, the Chief of Police or designee, as far 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.
 - 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 sold 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.
- 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 (\$8.00/hour in 2012).

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 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 work-related court appearances pursuant to subpoena and non-scheduled work directed by an appropriate administrator and performed at a time outside of and not continuous with an employee's assigned regular work schedule. An employee called back to work shall receive no less than three (3) hours of the beginning of the employee's next shift, in which case the employee shall only be paid for or credited with the hours remaining before the beginning of the employee's next shift. Notwithstanding the payment of all call-back hours, at the overtime rate of pay as provided about, only the hours actually worked shall be counted as time worked for the purposes of computing overtime. The hours not worked by credited shall be at a straight time rate.

Court Appearance

- 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 the appropriate rate of pay for required standby time for court appearances outside a unit member's regular schedule.

Meetings and Training

- 13.22 When an employee is required by an appropriate administrator to attend a staff meeting or work-related training during non-working hours, an employee shall receive no less than two (2) hours pay. Time spent participating in such activity shall be compensable pursuant to the overtime provisions of this Article. Only the hours spent participating in the staff meeting or work-related training shall be counted as time worked for the purpose of computing overtime. The hours credited but not worked but credited shall be paid at the straight time rate of pay.

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) day of the assignment. 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.
- 16.2 All employees engaged in outside employment upon the effective date of this Agreement shall, within two (2) weeks of such date, comply with the notice provisions of this Article.

ARTICLE 17

BENEFITS

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 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.

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 ten thousand dollars (\$10,000).

CalPERS Contribution

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

CalPERS Benefit

- 17.30 The 3% @ 50 CalPERS Retirement Benefit per the Government Code was effective January, 1, 2002. New employees hired July 1, 2011, or later shall participate in the 2.5% at 55 CalPERS Retirement Plan per 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	Hourly Equivalent of Days
1 Month	to	3 Years	5/6	6-2/3
37 Months	to	6 Years	1-1/4	10
73 Months	to	10 Years	1-5/12	11-1/3
121 Months	to	15 Years	1-7/12	12-2/3
181 Months	to	20 Years	1-3/4	14
241 Months	to	25 Years	1-11/12	15-1/3
301 Months and Over			2	16

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

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

18.5 Requests for vacation must be submitted with reasonable advance notice and in writing to the Chief of Police. 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.

Holiday on Scheduled Work Days

- b. 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 fourteen (14) days or more prior to the date of the holiday, every reasonable effort will be made to grant the request.

ARTICLE 20

EMPLOYEE EDUCATION

- 20.1 Employees may request permission to participate in a CSU fee waiver program. Employees, eligible according to the terms of the program, may be permitted to enroll in a maximum of two (2) CSU courses, 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 2011-2012 there will be no General Salary Increase.
 - b. For fiscal years 2012-2013 and 2013-2014 the Union or the CSU may request to reopen the contract pursuant to provision 30.2.

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 year 2011-2012 there shall be no SBSI's awarded. No SBSI's shall be awarded during fiscal years 2012-2013 and/or 2013-2014 unless negotiated by the parties during reopener bargaining. During any fiscal year in which SBSI's are funded, bargaining unit employees eligible for an SBSI shall receive an SBSI in an amount as is negotiated between the parties

to be effective on his/her anniversary date as specified in provision 21.6 a. above.

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 2008/09 and 2009/10. 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.

In-Range Progression

- 21.14 An increase in an employee's pay rate within a salary range due to increased responsibilities and skills of the employee, or for market or pay equity reasons, or for performance reasons, is referred to as an in-range progression. When an in-range progression occurs, 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 an in-range increase under this provision and the amount of such increase shall be final and non-grievable.

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

The name, classification, and campus of each recipient of an In-Range Progression and the dollar amount of the In-Range Progression 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 twenty-eight cents (28¢) 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 21.17. 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 one hundred dollars (\$100.00). In addition, for achievement of an Advanced P.O.S.T. Certification, an employee shall receive a monthly stipend of one hundred fifty dollars (\$150.00). Payment of the monthly stipend shall begin within thirty (30) days after the employee has demonstrated that he/she has obtained the certification. These stipends shall not be subject to provision 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 be eligible to receive a monthly stipend of an amount at or between one hundred dollars (\$100.00) and four hundred dollars (\$400.00) per month, as determined by the Chief, 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.

The name, classification and campus of each recipient of a Special Assignment Stipend and the dollar amount of the Stipend shall be reported

to SUPA 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.

- 21.24 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.
- 21.25 An employee shall not be eligible for the special assignment stipend for any assignment that is considered part of his/her primary, regular duties or is made pursuant to Article 15, Out-of-Class Work. Special assignments are in addition to those assignments/duties normally expected for the employee's classification/rank.
- 21.26 Special assignments may include, but shall not necessarily be limited to:
- a. range master;
 - b. canine handler;
 - c. field training officer (FTO);
 - d. defensive tactics instructor;
 - e. investigator/detective;
 - f. motorcycle patrol;
 - g. special evidence technician;
 - h. crime prevention specialist;
 - i. community relations programs;
 - j. watch commander/officer in charge;
 - k. specialized training and leadership role in special reaction teams (e.g., sexual assault, gangs, emergency medical);
 - l. Critical Response Unit (CRU) team member;
 - m. emergency medical technician (when certified);
 - n. bicycle patrol;
 - o. P.O.S.T. certified bilingual interpreter.

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

ARTICLE 22

LEAVES OF ABSENCE WITH PAY

Sick Leave

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

22.2 Absences Chargeable to Sick Leave

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

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

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

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

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

The five (5) days referred to in Provisions 22.2, d. and e. above, shall apply to five (5) days of the employee's regularly scheduled workdays up to a maximum of forty (40) hours.

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

Immediate Family

- 22.7 The term "immediate family" as used in this article shall mean:
- The employee's spouse or domestic partner;
 - The employee's, spouse's or domestic partner's father, mother, sister, brother, grandparents, great-grandparent, child (including foster, adopted and step-child), grandchild;
 - 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.

Funeral Leave

- 22.8 For each death of an immediate family member as defined in provision 22.7 above, upon request, the employee shall be granted two (2) day's leave with

pay. If such a death of a significantly close person requires the employee to travel over five hundred (500) miles round-trip from his/her home, upon request such a leave with pay shall be granted for three (3) days.

- 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. The President may approve an additional three-month period in exceptional cases. The leave should not be deemed donated until actually transferred by the campus record keeper to the record of the employee receiving leave credits.

- f. For employees whose appointments have not been renewed, donated time may not be used beyond the employee's appointment expiration date in effect at the beginning of the disability.
- g. Only vacation and sick leave credits may be donated.
- h. Donated leave credits may not be used to receive service credit following a service or disability retirement.
- i. Any CSU union may solicit leave donations from bargaining unit employees for direct transfer to employees eligible to receive such leave credits.
- j. Catastrophic illness or injury may also include an incapacitated member of the employee's immediate family if this results in the employee being required to take time off for an extended period of time in order to care for the family member and the employee has exhausted both all of his/her accrued vacation credits and all of his/her accrued sick leave credits which may be used for family care in accordance with the appropriate collective bargaining Agreement. Only donated vacation credits may be used for such family care catastrophic leave. Immediate family member shall be defined in accordance with the definition contained in the sick leave provisions of the collective bargaining Agreement covering the recipient employee.
- k. The provisions of this program shall be subject to the grievance procedure contained in the collective bargaining Agreement covering the grieving employee.

22.23 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.

Maternity/Paternity/Adoption Leave

22.24 An employee shall be entitled to up to the equivalent of thirty (30) eight-hour workdays (240 hours) with pay for “maternity/paternity/adoption leave,” which leave shall commence within sixty (60) days after the arrival of the new child. 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 per calendar year 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 or placement of one or more children with the employee for the purpose of adoption or foster care.

“Maternity/paternity/adoption leave” shall refer to a leave for the purpose of caring for a new child.

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 When requested by the President, an employee that has been granted a leave of absence without pay shall provide acceptable written verification that the conditions of the leave were met.
- 23.8 An employee on a leave of absence without pay for more than fifteen (15) working days may opt to continue his/her benefits at his/her own expense. An employee on a leave of absence without pay for fifteen (15) working days or less shall receive benefits only if the employee earns a sufficient amount to cover his/her share of any benefit costs.

ARTICLE 24

UNAUTHORIZED LEAVES OF ABSENCE

- 24.1 The President shall have the right to initiate termination proceedings against an employee who is absent without leave, whether voluntarily or involuntarily, for forty (40) consecutive working hours. Such a termination shall be considered to be an automatic resignation from CSU employment as of the last day on which the employee worked.
- 24.2 The President shall notify the employee that the University will be terminating him/her by automatic resignation under this Article. This notification requirement shall be satisfied either by service in person or by certified mail to the employee's last known address and shall include:
- a. the dates the employee was absent without leave;
 - b. the intended effective date of the employee's resignation; and
 - c. the employee's appeal rights under this Article.
- 24.3 If the employee or his/her designated representative responds to the President by certified mail, return receipt requested, within fourteen (14) calendar days of notification as defined above, or such extended time as the President may agree to, the employee will be provided with the opportunity for a pre-termination review in accordance with the current campus practice for State Personnel Board hearing appeals. This pre-termination review will be conducted by a campus administrative officer designated by the President. No termination shall be final until a decision is made by the administrative officer. This decision shall be transmitted by certified mail to the employee's last known address and shall state:
- a. whether the employee was absent for five (5) consecutive work days;
 - b. whether the employee had proper authorized leave to be absent; and
 - c. whether the employee should be or is being terminated by automatic resignation. If an action other than automatic resignation is proposed, it shall be stated along with the reasons for its use.

- 24.4 Any employee who is denied reinstatement by the President under this provision may, within twenty-one (21) days after mailing of the President's denial, request a hearing of the matter by the State Personnel Board as provided in Section 89539 of the Education Code. A request for a hearing by the State Personnel Board must be filed with the State Personnel Board with a copy to the President within the twenty-one (21) day time requirement noted above. Reinstatement may be granted only if an employee makes a satisfactory explanation to the State Personnel Board as to the reasons for his/her absence and his/her failure to obtain an authorized leave of absence. Prior to the reinstatement of the employee, the Board shall determine that he/she is ready, able and willing to resume the discharge of the duties of his/her position or if not, that he/she has obtained the consent of the CSU to a leave of absence to commence upon reinstatement.
- 24.5 An employee so reinstated shall not be paid salary for any part of the period of his/her absence.
- 24.6 The decision of the State Personnel Board shall not be subject to Article 7, Grievance Procedure, of this Agreement.
- 24.7 The provisions of this Article shall supersede Section 89541 of the California Education Code.

ARTICLE 25

LAYOFF

Purpose

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

Notice of Impending Layoff

- 25.2 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

- 25.3 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.

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

- a. a voluntary reduced worktime program;

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

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

Order of Layoff

- 25.5 Layoff shall be within classifications determined by the President. The order of layoff shall be:
- a. first, temporary and probationary employees; and
 - b. last, permanent employees.

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

25.6 Temporary and Probationary Employees

The President shall establish the order of layoff for temporary and probationary employees in a classification by considering only the following factors: merit and competency in relation to program needs.

25.7 Permanent Employees

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

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

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

25.10 For the purpose of computing permanent employee seniority credit, length of service includes continuous time served as a temporary, probationary or permanent employee and is counted from the date of appointment to the current class held, plus any service in classes of equal or higher rank on the campus which has not been interrupted by a break in service.

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

25.12 In the event a class is abolished or the use of the class restricted and a new class established in its place, all time served in the prior comparable class shall be counted as service in the new class.

25.13 The term "class of equal rank" as used in this Article shall mean a class which has a minimum salary of less than one (1) step above or below the minimum salary of the employee's current class.

- 25.14 The term "class of higher rank" as used in this Article shall mean a class which has a minimum salary at least one (1) step above the minimum salary of the employee's current class.

Tie-Breaking in the Order of Layoff

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

Notice of Layoff

- 25.17 A temporary or probationary employee who is to be laid off shall receive notice of such layoff from the President no later than thirty (30) days before the effective date of layoff.
- 25.18 A permanent employee who is to be laid off shall receive notice of such layoff from the President no later than forty-five (45) days prior to the effective date of layoff.
- 25.19 Such notice shall be in writing and mailed by certified mail, return receipt requested, to the employee's last known address.

Employee Options in Lieu of Layoff

- 25.20 A permanent employee who has received a notice of layoff may exercise his/her right to elect transfer to any vacancy for which he/she is currently qualified. Such qualification shall be determined in the normal manner. When two (2) or more such permanent employees elect transfer to the same vacancy in accordance with this provision, the President may select the employee to be transferred on the basis of documentable merit.
- 25.21 A permanent or probationary employee who has received a notice of layoff may elect to be transferred or demoted to any classification in which he/she has served as a permanent employee during the period preceding the layoff, provided there has been no break in service.

- 25.22 In order to elect 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.
- 25.23 An employee replaced by the demotion or transfer of an employee who has received a notice of layoff shall have the same rights as outlined in 25.20 and 25.21 above of this Article.

Reemployment Rights

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

Reemployment Opportunities

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

ARTICLE 26

SAVINGS CLAUSE

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

ARTICLE 27

NON-DISCRIMINATION

Non-Discrimination

- 27.1 The CSU prohibits discrimination on the basis of race, color, religion, national origin, ancestry, age, sex, sexual orientation, pregnancy, marital status, veteran status, physical disability, mental disability and medical condition. "Veteran status," as used herein, refers to the categories protected under the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA). "Disability" and "medical condition," as used herein, are consistent with the definitions provided in the Americans with Disabilities Act and the Fair Employment and Housing Act.
- 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 928, 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 822, 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 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 which shall be attached to the record of the performance evaluation within thirty (30) days of the employee's receipt of a signed copy of the performance evaluation.
- 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, 2014.
- 30.2 Subject to the provisions of HEERA Section 3572(a) and provision 30.4, either party may reopen, for the purpose of negotiations, the incidental costs' percentage referenced in provision 5.11(b) of Article 5, Association Rights, Article 17, Benefits, and/or Article 21, Salary, in fiscal years 2012-2013 and 2013-2014 by giving 30 days written notice at any time prior to or during the fiscal year.
- 30.3 Subject to the provisions of HEERA, each party may exercise its right to present bargaining proposals for a successor Agreement no earlier than January 1, 2014, and no later than February 1, 2014.
- 30.4 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.

APPENDIX A
SALARY SCHEDULE

The Unit 8 salary schedule can be found at:

<http://www.calstate.edu/HRAdm/SalarySchedule/SalaryDocs.aspx>

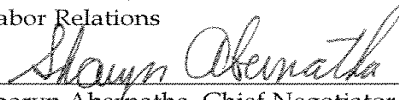
IN WITNESS WHEREOF, the parties hereto, by their authorized representatives have executed this Memorandum of Understanding on this 17th day of November 2009:

The California State University

By: 
Lou Monville, Chair, Trustees'
Committee on Collective Bargaining

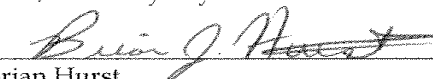
By: 
Gail Brooks, Vice Chancellor
Human Resources


By: 
Bill Candella, Senior Director
Labor Relations


By: 
Sharyn Abematha, Chief Negotiator
Senior Manager, Labor Relations

By: _____
Tom Angell
CSU, Long Beach

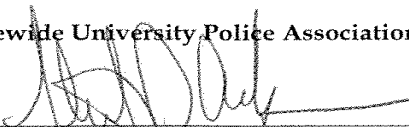
By: 
Chief Fred Hardee
CSU, Monterey Bay

By: 
Brian Hurst
Senior Manager, Labor Relations

By: 
Chief Nate Johnson
CSU, Sonoma

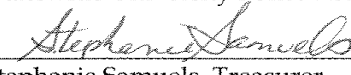
By: 
Chief Judi King
CSU, Fullerton

Statewide University Police Association

By: 
Stuart Adams, Esq., Chief Negotiator
Adams, Ferrone & Ferrone

By: 
Jim Procida, President
Statewide University Police Association

By: 
Jeff Solomon, Vice President
Statewide University Police Association

By: 
Stephanie Samuels, Treasurer
Statewide University Police Association

By: 
Mike Johnson, Secretary
Statewide University Police Association