

CSU/CFA Memorandum of Understanding¹

In order to alleviate the suffering and distress of employees affected by the Camp Fire in the Chico area, the California Faculty Association (CFA) and the California State University (CSU) agree to the following modification of the Catastrophic Leave Donation provisions of Article 24.23 the CFA-CSU Collective Bargaining Agreement. The changes to article 24.23 shall expire on June 30, 2020, at which time the parties shall agree to extend and/or amend through negotiation and their respective ratification processes.

Nothing in this MOU is intended to disrupt or change employee rights set out in Article 23.

Catastrophic Leave Donation Program

24.23 *Any CSU employee who accrues vacation or sick leave credits may voluntarily donate either of those credits to any other CSU employee on the same campus, if the recipient employee has exhausted all accrued leave credits, i.e., sick leave, vacation, and CTO, due to a catastrophic illness or injury, or whose principle place of residence has been impacted by a natural disaster and state of emergency.*

(1) Catastrophic Illness or Injury:

Catastrophic illness or injury is an illness or injury that has totally incapacitated the employee from work. The following provisions 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 in 24.23.*

¹ Current contract language is italicized in the MOU. Additional language is bolded.

- b. *An incapacitated employee may elect to defer a request to participate during a period of Industrial Disability Leave eligibility.*

- c. *An employee 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 State Compensation Insurance Fund upon the application for these benefit(s) by an eligible employee. The total amount of leave credits donated and used may not exceed an amount sufficient to ensure the continuance of the employee's regular monthly rate of compensation.*

- e. *The total donated leave credits shall normally not exceed an amount necessary to continue the employee for six (6) calendar months calculated from the first day of catastrophic leave. After three (3) months the President may request verification of the continuing illness or injury. 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 that 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 members 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 Agreement shall be subject to the grievance procedure contained in the collective bargaining Agreement applicable to the grieving employee.*
- l. Pledged leave credits will be formally transferred to the recipient employee only at the end of a pay period, and then in chronological order of the dates actually pledged. This will insure that any unused leave credits are never actually transferred until they can in fact be used by the recipient employee. In the event that an employee is unable to use all pledged credits in a pay period, the most recently donated leave credits that cannot be utilized will then never formally be transferred, thereby guaranteeing that they are in no way lost by an employee who wants to donate them in order to help a co-worker who needs the credits.*

- m. *Campuses, with the approval of the President, may implement this program through the creation of a sick leave bank that would be available for use by all campus employees, including non-bargaining unit personnel. Such implementation is contingent upon the agreement of all bargaining units.*

If the recipient employee has exhausted all donated leave credits from the campus and is in need of additional donations to complete the approved catastrophic leave period, sick leave or vacation credits may be transferred from donor employees at other CSU campuses, provided the President of the recipient employee's campus agrees to receive such donated leave credits.

(2) Natural Disaster and State of Emergency:

- a. **Catastrophic leave for a natural disaster shall be leave for an employee who faces financial hardship because the employee has exhausted all of all of his/her accrued vacation credits; accrued sick leave credits; personal holiday credits; and C.T.O. credits; and is unable to work due to the effect of a natural disaster on the employee's principle residence.**
- b. **The employee resides in one of the counties or cities where a state of emergency exists as declared by the Governor.²**
- c. **An employee, his/her representative or the employee's family member must request the employee's participation and provide appropriate verification as determined by the campus President. The President shall then determine the employee's eligibility to receive donations based upon the definitions provided above.**

² **The state of emergency need not be in place at the time a recipient employee requests or takes donated leave.**

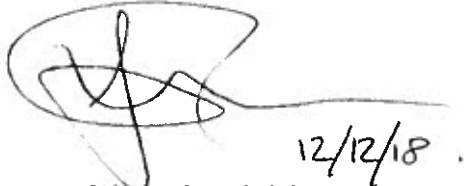
- d. An employee may donate a maximum of forty (40) hours of leave credits per fiscal year in increments of one hour or more. Donations are irrevocable.**
- e. The total amount of leave credits donated and used may not exceed an amount sufficient to ensure the continuance of the employee's regular monthly rate of compensation.**
- f. The total donated leave credits shall normally not exceed an amount necessary to continue the employee for six (6) calendar months calculated from the first day of catastrophic leave. After three (3) months the President may request verification of the continuing need for catastrophic leave. The leave should not be deemed donated until actually transferred by the campus record keeper to the record of the employee receiving leave credits.**
- g. 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 natural disaster and state of emergency.**
- h. Only vacation and sick leave credits may be donated.**
- i. Donated leave credits may not be used to receive service credit following a service or disability retirement.**
- j. Any CSU union may solicit leave donations from bargaining unit employees for direct transfer to employees eligible to receive such leave credits.**
- k. The provisions of this program shall be subject to the grievance procedure contained in the collective bargaining agreement covering the grieving employee.**

l. Pledged leave credits will be formally transferred to the recipient employee only at the end of a pay period, and then in chronological order of the dates actually pledged. This will insure that any unused leave credits are never actually transferred until they can in fact be used by the recipient employee. In the event that an employee is unable to use all pledged credits in a pay period, the most recently donated leave credits that cannot be utilized will then never formally be transferred, thereby guaranteeing that they are in no way lost by an employee who wants to donate them in order to help a co-worker who needs the credits.

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For CSU



12/12/18 .

John A Swarbrick

Associate Vice Chancellor

Labor and Employee Relations

For CFA



12/12/2018

Kathy Sheffield

Director of Representation and Bargaining