



**California State University, Los Angeles**  
**Department of Public Safety**

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<b>NUMBER:</b>	I-34	<b>APPROVED:</b>	_____
			Gregory D. King, Chief of Police
<b>EFFECTIVE:</b>	May 1, 2007		
<b>SUPERSEDES:</b>	1/1/2001	<b>Reviewed/Revised:</b>	May 1, 2010
<b>SUBJECT:</b>	<b>Compensation, Benefits, and Conditions of Work</b>		

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**I. PURPOSE:**

This written directive establishes an informational resource in relation to compensation and benefits and is closely aligned with the bargaining unit contracts.

**II. POLICY:**

California State University, Los Angeles supports the system-wide bargaining unit process and shall maintain compensation, benefits, and conditions of work that are in compliance with established agreements.

**III. DEFINITIONS:** None.

**IV. PROCEDURES:**

**A. Compensation.**

1. California State University, Los Angeles administers its compensation program according to the established agreement between the Board of Trustees of the California State University and the Statewide University Police Association (SUPA) for sworn personnel.
2. The compensation program for civilian employees is described in the collective bargaining agreement between the Board of Trustees of the California State University and the California State Employees' Association (CSEA).
3. Entry-level salary.
  - a. Sworn personnel:
    - 1) The salary schedule that pertains to the bargaining unit employees of SUPA can be found in Appendix A of the SUPA contract and incorporated by reference.
    - 2) The Chief of Police may recommend a higher entry-level salary based on the experience and background of the person hired.

- b. Non-sworn personnel:
  - 1) The salary schedule that pertains to the bargaining unit employees in Units 2, 5, 7 and 9 of the CSEA can be found in Appendix E of the CSEA contract and incorporated by reference.
  - 2) Upon recommendation of the Chief of Police, an employee shall be assigned a salary rate within the salary range or sub-range appropriate to his/her classification.
- 4. Salary differential within ranks – sworn and non-sworn.
  - a. Salary differential within ranks is set by contract (except for managerial command personnel).
  - b. The differential between steps within the scales for bargaining unit personnel is standardized at a set percentage, subject to change within the bargaining process.
  - c. Management Personnel Plan II & III (MPP) salaries are set in four ranges with no set steps within the schedule.
- 5. Salary differential between ranks – sworn and non-sworn.
  - a. Both the entry and the top-end salary levels are determined by contract negotiation for bargaining unit members (Salary Schedules available through CSU website).
  - b. Management Personnel Plan positions are delineated as follows:
    - MPP II - Lieutenant & Deputy Chief; and
    - MPP III - Chief.
  - c. The salary increases between ranks provide incentive for promotion and are designed to recognize more complex levels of responsibility.
- 6. Salary levels for those with special skills.
  - a. Sworn personnel:
    - 1) Salary increases are offered to eligible employees based on:
      - P.O.S.T. Certification Stipends; and/or
      - Special Assignment Stipends [i.e., Critical Response Unit].
    - 2) As set by labor negotiations, sworn employees are 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. Personnel are advised that the labor agreement is the guiding policy in this regard and if the contract changes (available on the CSU website), the agreement shall be followed – not the internal written directive.
    - 3) Special assignments shall be based on campus need 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.

- 4) An employee will be compensated for only one (1) special assignment in a given month even if more than one assignment is made for a given month.
  - 5) 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 "out of class" work guidelines. Special assignments are in addition to those assignments/duties normally expected for the employee's classification/rank.
  - 6) Special assignment stipends shall be included in the basic rate for the purposes of calculating overtime.
- b. Non-sworn personnel: Dispatch Personnel shall receive a monthly salary stipend when assigned by an appropriate administrator to temporary project coordination or lead work functions. These supplemental work assignments are to be made in writing and must have a specific beginning and ending date.
- 1) The stipend is paid on a month to month basis for the duration of the work assignment.
  - 2) The stipend shall be between 3% and ten percent (10%) of the base monthly salary rate to be paid on a monthly basis.

The decision of the appropriate administrator, made in accordance with this article regarding the supplemental assignment specified in provisions 20.42 and 20.43 above shall be final and shall not be subject to Article 7, Grievance Procedure.

## 7. Compensatory time policy.

- a. Sworn personnel:
- 1) Compensatory time off (CTO) is compensation in lieu of overtime pay and is awarded in the same rate as overtime (1.5 per hour or as required by contract).
  - 2) Compensatory time includes call-back work related to court appearances pursuant to subpoena, that directed by an appropriate administrator and performed at a time outside of and not continuous with an employee's assigned regular work schedule.
  - 3) An employee called back to work shall receive no less than three (3) hours pay or compensatory time off at the appropriate rate of pay unless such call-back is within three (3) hours of the beginning of the employee's next shift, in which case the employee shall only be paid for the hours remaining before the beginning of the employee's next shift. 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.

b. Non-sworn personnel:

- 1) As set by labor agreement, overtime shall be compensated in cash or in compensatory time off (CTO) as determined by the President, and authorized by the command staff of the department.
- 2) Requests for scheduling CTO shall be submitted to the appropriate administrator at least seven (7) days in advance. CTO shall be scheduled and taken only as authorized by the appropriate administrator.
- 3) When possible, the scheduling of earned CTO shall be by mutual agreement of the employee and the appropriate administrator. Upon reasonable notice to the employee, the appropriate administrator may direct the employee to take earned CTO.
- 4) CTO should be taken within the year it is earned whenever possible. If an employee has been unable to take his/her CTO and has a CTO balance in excess of one hundred twenty (120) hours as of December 31, he/she shall be paid in cash for all hours in excess of one hundred twenty (120). Such payment shall be made by February 1 of each year. Upon request of the employee, the appropriate administrator shall provide an accounting of the employee's CTO balance.
- 5) When an employee is separated from service, he/she is entitled to a lump-sum payment for any earned CTO by reason of previous overtime worked.

8. Overtime policy.

a. Sworn personnel:

- 1) Overtime shall be assigned by the Chief of Police. Such overtime assignments shall be offered to bargaining unit members prior to offering work to employees outside the unit on the basis of departmental and university needs.
- 2) As far as practicable, overtime shall be distributed equitably and impartially among qualified employees. In emergency situations or when there are an insufficient number of qualified employees desiring to work required overtime, employees may not decline such overtime assignments.
- 3) All overtime hours worked shall be compensated by cash or compensatory time off, as determined by the Chief of Police, at a rate of one and one-half (1.5) times the straight rate of pay for authorized overtime work. When practicable, such determination shall be made prior to requesting employees to work overtime.

b. Non-sworn personnel:

- 1) Overtime is authorized time worked in excess of forty (40) hours in a seven (7) consecutive twenty-four (24) hour period beginning at 12:01 am on Sunday and ending at 12 midnight the following Saturday.

- 2) For employees assigned to a 9/80 work schedule, overtime is defined as authorized time worked in excess of forty (40) hours in seven (7) consecutive twenty-four (24) hour periods beginning at 12:01 pm on Friday and ending at 12 pm (noon) on the following Friday.

9. Provision for salary augmentation.

a. Sworn personnel:

- 1) Any employee who is temporary 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 equivalent to a two (2) step increase over the amount of regular pay the employee normally earns or the first step of the higher class, whichever is greater.
- 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 a paid leave shall not constitute a break in "consecutive calendar days" as the term is used herein.

b. Non-sworn personnel:

- 1) An employee shall receive a monthly salary stipend when assigned by an appropriate administrator to temporary project coordination or lead work functions.
- 2) The stipend is paid on a month-to-month basis for the duration of the work assignment.
- 3) Exempt and non-exempt employees shall receive a salary stipend as defined by labor agreement.

B. Leave Program.

1. Administrative Leave.

a. Funeral Leave:

- 1) For each death of a significantly close relative or an immediate family member, upon request to the President, the employee shall be granted two (2) days leave with pay.
- 2) If such a death of a significantly close relative requires the employee to travel over five hundred (500) round-trip miles from his/her home, upon request such a leave with pay shall be granted for three (3) days.

b. Jury Duty:

- 1) An employee who serves on jury duty shall receive his/her salary only if he/she remits the amount received for such duty to the CSU.

- 2) Payment for travel expenses and subsistence received by the employee need not be remitted.
  - 3) 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, personal holiday or CTO to cover the time off.
  - 4) An hourly employee shall be eligible for time off with pay for jury duty only for those hours she/he was scheduled to work.
  - 5) Upon request, an employee on swing or graveyard shift who serves on jury duty shall be reassigned to the day shift.
- c. Leave to Vote:
- 1) An employee who would otherwise be unable to vote outside his/her regular working hours may be granted up to two (2) hours of work time without loss of pay to vote at a general, direct primary, or presidential primary election.
  - 2) An employee shall be required to request such leave time from the appropriate administrator at least two (2) working days prior to the election.
- d. Absence as a Witness:
- 1) Employees serving as court-subpoenaed witnesses or expert witnesses in the interest of the CSU shall seek the payment of witness fees.
  - 2) An employee who is absent as a court-subpoenaed witness or expert witness in the interest of the CSU shall be paid the normal salary for the corresponding period of absence.
- e. Military Leave:
- Emergency military leave, temporary military leave, and indefinite military leave shall be granted to eligible employees in accordance with state and federal law.
- f. Supplement to Industrial Disability Leave (IDL):
- 1) 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 the IDL is being paid.
  - 2) 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 wished to discontinue the supplement. A notice shall be provided fifteen (15) days prior to the effective date of such a discontinuation.
- g. Maternity/Paternity/Adoption Leave:
- 1) "Maternity/paternity/adoption leave" shall refer to a leave for the purpose of a parent preparing for the arrival of a new infant and the care of a new infant.

- 2) An employee shall be entitled to up to twenty (20) workdays “maternity/paternity/adoption leave” with pay. Such leave shall be in addition to available sick time and to available vacation time.
- h. Family Medical & Pregnancy Leave:
- 1) Family care and medical leave is separate and distinct from the right of a female employee to take a pregnancy disability leave under Government Code Section 12945 (b)(2).
  - 2) If a female employee takes part of all the maximum four (4) months of pregnancy disability leave, she may request up to twelve (12) weeks additional family care and medical leave for reason of birth of her child, or due to her own serious medical condition.
  - 3) Family care and medical leave and medical leave and pregnancy disability leave shall run concurrently with the period of leave available under the provisions of Education Code Section 89519. Family care and medical leave shall not run concurrently with pregnancy disability leave under Government Code Section 12945.
- i. Leave of Absence:
- 1) A full-time employee or part-time permanent employee may be granted a full or partial leave of absence without pay for up to one (1) year for the following purposes/reasons:
    - loan of an employee to another governmental agency;
    - family leave;
    - outside employment that would lessen the impact of a potential layoff or a layoff;
    - temporary incapacity due to illness or injury; and
    - other satisfactory reasons.
  - 2) Application: A written application for a leave of absence without pay or an extension of a leave of absence without pay shall be submitted to the President. The President shall determine if such a leave shall be granted and the conditions of such a leave, and shall respond to the application within forty-five (45) days.
  - 3) Employment Status:
    - 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.
    - Service credit shall not be granted to an employee on a leave of absence without pay. A leave so granted assures to the employee a right to his/her former position or a position within his/her classification upon expiration of the leave and the time lost shall not constitute a break in service.
  - 4) An employee on a leave of absence without pay for more than thirty (30) days may opt to continue his/her fringe benefits at

his/her own expense. Upon written request of an eligible employee, the CSU shall provide a system for the continued payment of his/her insurance premiums including health, dental and vision benefits during the period of an unpaid leave of absence. During this period, such an employee shall pay both the employee's and the CSU's contributions. The CSU shall not advance such payments. An employee shall pay all contributions prior to the date each payment is due. Failure to pay such premiums will result in coverage lapsing unless the employee makes other arrangements.

## 2. Holiday Leave.

- a. An employee in pay status on the day as the holiday is officially observed shall be entitled to the holiday.
- b. An employee on a leave of absence without pay or other non-pay status on a day a holiday is officially observed shall not be entitled to the holiday.
- c. Holiday Work Compensation:
  - 1) A full-time employee who works on the day a holiday is officially observed shall be compensated at his/her overtime rate on an hour-for-hour basis for all hours worked on the holiday. Such compensation shall be in cash or CTO, as determined by the President. This provision shall apply pro rata to less than full-time employees. Employees not eligible for overtime shall receive time off earned at the straight time rate.
  - 2) When a holiday is observed 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 only receive holiday work compensation for time worked on the calendar date of the holiday.
- d. Personal Holiday:
  - 1) Each employee is entitled to a Personal Holiday that 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.
  - 2) The use of the Personal Holiday shall be coordinated with the authorization of the Chief of Police.
- e. An employee shall be permitted to use accrued vacation or his/her Personal Holiday if the President closes the campus and there is an insufficient number of holidays scheduled to be observed during the closure. Employees eligible for CTO may use accrued CTO during periods of campus closure.
  - 1) Should an employee not have vacation accrued, sufficient CTO balance or Personal Holiday to cover the scheduled days of



closure, he/she shall be provided sufficient work prior to the scheduled closure to prevent any loss of pay or benefits.

- 2) Time worked shall be in accordance with the overtime procedures.

### 3. Sick Leave.

- a. Following completion of one (1) month of continuous service, full-time employees shall accrue eight (8) hours of credit for sick leave with pay. Thereafter, for each additional month of service, eight (8) hours of credit for sick leave with pay shall be accrued.
- b. Each full-time employee shall be considered to work not more than forty (40) hours each week. Employees who are appointed less than full-time shall accrue credit for sick leave with pay on a pro rata basis.
- c. Sick leave may be accumulated without limits, and no additional sick leave with pay beyond that accumulated shall be granted except as donated under the Catastrophic Leave donation program.
- d. An employee shall be responsible for reporting an absence to the appropriate administrator as soon as possible in compliance with department and campus policies.
  - 1) An employee shall be responsible for completing and signing the campus absence form and returning the absence form to the appropriate administrator upon reporting to work.
  - 2) An employee may be required to provide a physician's statement or other appropriate verification for absences after three (3) consecutive days charged to sick leave. An employee shall not normally be required to provide such a statement or verification for an absence of three (3) consecutive days or less charged to sick leave.
- e. Catastrophic Leave Donation Program
  - 1) Any CSU employee who accrues vacation and 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.
  - 2) Catastrophic illness or injury is an illness or injury that has totally incapacitated the employee from work.

### 4. Vacation Leave.

- a. 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.
- b. Upon separation from service without fault on his/her part, an employee is entitled to a lump sum payment as of the time of

separation for any unused or accumulated vacation. Such sum shall be computed by projecting the accumulated time on a calendar basis so that the lump sum will equal the amount which the employee would have been paid had he/she taken the time off, but not separated from service.

- c. 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 fall into two (2) consecutive qualifying monthly pay periods, one (1) of the pay periods is disqualified.
- d. Vacation requests must be submitted with reasonable advance notice and in writing to the Chief of Police.
  - 1) 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.
  - 2) Based upon the operational needs of the campus, vacations shall be scheduled and taken as authorized by the Chief of Police.
  - 3) If a conflict in vacation requests arises, the Chief of Police shall give consideration to the employee(s) with the most seniority, provided that operational needs are met.

C. Retirement Program.

- 1. All employees appointed full-time for more than six months contribute to the Public Employees' Retirement System (PERS).
- 2. Employees appointed less than full-time for more than one year can also contribute to PERS. These contributions are mandatory.
- 3. The formula used in calculating the employee's contribution is 5% of earnings in excess of \$513 per month for most CSU employees. Public Safety Officers pay a higher percentage.
- 4. The State contributes a substantial percentage based on the gross monthly salary. The contribution goes into a fund that currently earns interest at the prevailing rate. The contributions cannot be withdrawn until the employee separates or retires.
- 5. Employees with five or more years of state service and who are under the age of 50 who leave the University may leave their contributions on deposit to gather interest and may retire at age 50 or older. The employee may also request a refund either upon separation from the University or after leaving the University by making an application for a refund directly with PERS. Processing of funds currently takes 8 to 10 weeks. The State's contribution is not refundable.
- 6. Employees who are PERS members are automatically covered for certain death benefits at no cost.

7. Credit for Prior PERS Service:  
Employees who worked for another PERS employer and withdrew their contributions may request information about the amount required for re-depositing the withdrawn contributions.
8. Disability Retirement:  
If an employee is unable to perform their job because of an illness or injury which is expected to be permanent or to last indefinitely, and the employee has five or more years of service credit (no minimum for public safety officers), the employee may be entitled to receive a monthly disability allowance payable for the rest of their life, or until their recovery. The cause of the disability however needs to be related to the University.
9. Final Compensation:  
The average pay earned over the last three consecutive years of employment (or one year for all State members and those local members with the one-year final compensation as a contract provision) unless the member elects a different period with a higher average. The final compensation may be reduced if CalPERS service is coordinated with Social Security.
10. Employees who are at least 50 years of age and have five years of full-time service are considered “vested” and may retire at any time from the Public Employees’ Retirement System and receive a monthly retirement allowance. There is no compulsory retirement age.
11. Unused sick leave at retirement is added to years of service in calculating retirement allowance.
12. The system recommends that an Application for Retirement be completed at least 90 days in advance of the retirement effective date. As a service to its members, PERS will calculate a retirement allowance upon receipt of a PERS Retirement Allowance Estimate request form.
13. Public Safety Officers are PERS members, but fall into a different category when calculating service retirement allowance.

D. Health Insurance Program.

1. To qualify for benefits, a staff employee must be appointed at least halftime and for more than six months. New employees have 60 days from the date of the eligible appointment to enroll without evidence of insurability, regardless of any pre-existing condition(s).
2. Health Insurance plans include:
  - a. Medical;
  - b. Dental; and

c. Vision.

3. Medical/Health: Employees may choose among health maintenance organizations and preferred provider plans. Each plan varies in coverage and the state contributes a substantial amount toward the employee's monthly premium based on the number of family members enrolled in the plan. Premiums are paid by payroll deductions. Premiums, benefits and state contributions may change annually.
4. Dental: The state currently pays the monthly premium and provisions in the Collective Bargaining Agreement may modify dental plan benefits.
5. Vision: There is currently no premium cost to eligible employees and dependents. It stands separate and alone from the medical plan and is for routine eye (vision) care only. The basic benefit permits one examination every twelve months and lenses/frames every twenty-four months. (Lenses are provided every twelve months if there is a defined prescription change.)

E. Disability and Death Benefits Program.

1. After public service careers, approximately one-third of CalPERS members or their beneficiaries collect retirement benefits. Among them are Disability and Death Benefits.
2. Disability Retirement: Employees under the PERS program must have at least five years of credited service to qualify for disability retirement.
3. Industrial Disability: Upon written notification to the CSU by an eligible SUPA 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.
4. Enhanced Industrial Disability: 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.
5. Non-Industrial Disability Insurance: The maximum weekly payment for eligible employees shall be two hundred fifty dollars (\$250).
6. Life Insurance: For sworn personnel, the CSU shall provide eligible employees 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).

7. Pre-Retirement Death: If an employee dies before he/she retires, CalPERS will provide several benefits for the employee's family or the beneficiary (beneficiaries) named by the employee. Pre-retirement death benefits are divided into two categories:
  - a. Not Eligible To Retire - Under the age of 50, or age 50 or over with less than five years of CalPERS-credited service.
    - Group Term Life Insurance
    - Alternate Death Benefit
    - Special Death Benefit
    - Basic Death Benefit
    - 1959 Survivor Benefit
  - b. Eligible To Retire - Age 50 or over with a minimum of five years of CalPERS-credited service.
    - Group Term Life Insurance
    - Optional Settlement 2 – Death Benefit
    - 1957 Survivor Benefit
    - Special Death Benefit
    - Basic Death Benefit
    - 1959 Survivor Benefit

F. Provision of Support Services to Employees.

1. The CSU system offers an *Employee Assistance Program* [EAP] for all employees at no cost to them under their benefits package. The program provides the following services:
  - Assessment/referral
  - EAP case management and follow-up
  - Crisis intervention
  - Mobile trauma assistance
  - 24 hour emergency/help line
  - Wellness program of seminars/workshops
  - Management consultation/organizational development
  - Workplace conflict resolution
  - Utilization reporting of usage data
2. Procedures for obtaining program services are available through the campus Human Resources Management Website under "Employee Labor Relations."
3. Employee Assistance is confidential services, specifically from knowledgeable sources in Human Resources and external contracted psychological counselors. Employees, including supervisory staff, are encouraged to utilize the services for appropriate assessment of issues (24 hour access available).
  - Managers (MPP) are authorized to review disciplinary actions and consider other situations (i.e, expressed personal problems) for possible referral to EAP.
  - Managers can make referrals, but cannot require mandatory participation in EAP.

- First-line supervisors are directed to consult with managers when a possible referral to EAP is considered.
  - Human Resources Management shall be considered the authority in the coordination EAP referrals, but personnel can access the program on their own without notification to anyone else within the agency or on the campus.
4. Upon approval, an employee undergoing treatment may use accrued sick leave, CTO, and vacation leave credits for such purposes. Leave of absence without pay may be granted by the President upon the recommendation of the Employee Assistance Program Coordinator, if all other leave has been exhausted and the employee is not eligible to use Industrial Disability Leave or Non-Industrial Disability Insurance Leave.
  5. The President may elect to defer further or pending disciplinary action until the completion of the rehabilitation program and a reasonable period of time after the employee returns to work.
  6. Records pertaining to an employee's participation in this program shall remain confidential.
- G. Victim/Witness Assistance Services Rendered to Agency Personnel and Their Families Following Line-of-Duty Death or Serious Injuries.

The *California Peace Officers' Association, **Line of Duty Death Notification System Handbook*** will be utilized as a guide for victim/witness assistance services to be rendered to agency personnel and their families following line-of-duty deaths and serious injuries.  
[<http://www.cpoa.org>]

- H. Liability Protection Program.
1. Liability Protection: Protection for sworn personnel from civil liability arising from acts or omission leading to personal injury, death, or property destruction that, in turn, could lead to legal civil action against them.
  2. Civil liability, due to injuries caused by employees within their scope of employment, and immunity of employees, is discussed in Government Code Section 815.2. as follows:
    - a. A public entity is liable for injury proximately caused by an act or omission of an employee of the public entity within the scope of his/her employment if the act or omission would, apart from this section, have given rise to a cause of action against that employee or his/her personal representative.
    - b. Except as otherwise provided by statute, a public entity is not liable for an injury resulting from an act or omission of an employee of the public entity where the employee is immune from liability.

3. In order to insure that officers are properly represented in legal matters related to their employment at California State University, it is imperative that officers notify command and the Director of Human Resources of any legal action in writing. Officers shall also provide copies of all legal papers and documents related to the incident.
- I. Clothing and equipment used by employees in performing law enforcement activities/functions.
1. Description of uniform and equipment can be found in the Department Manual of the California State University, Los Angeles police department listed in the Appendix.
  2. Safety equipment and protective safety clothing shall be provided and maintained, when it is deemed necessary by the President to maintain safe and healthful conditions.
  3. Uniform replacement allowance.
    - a. Per SUPA Contract, Section 17.20, eligible sworn employees who are required to wear a uniform shall earn a uniform allowance for each qualifying month of service [rate set by contract].
    - b. Employees shall be responsible for the purchase and maintenance of uniforms required for employment.
    - c. The total uniform allowance earned by an employee shall be paid in a lump sum in October of each calendar year. Employees who have been employed on the campus for less than one year shall receive payment on a pro rata basis.
- J. Employee educational benefits.
1. An employee wishing to pursue educational goals may, with the guidance and support of his/her immediate non-bargaining unit supervisor and in consultation with the Human Resources Office, formally develop and obtain approval of a career development program. This program shall include attainment of a certificate, an associate degree, an undergraduate degree, a graduate degree or other achievement appropriate for the employee's professional growth.
  2. Upon successful completion of the formally developed and approved Career Development Program, the employee may request a temporary training assignment consistent with a logical evolution of the career development program and the goals, objectives and opportunities available at the campus. The granting of a temporary training assignment request will be dependent upon the campus' ability to arrange a training opportunity and, if applicable, provide coverage in the employee's work area while he/she is away.
  3. Employees may request permission to participate in the 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 or six

(6) units, whichever is greater per term. Time spent in such programs shall not be utilized for overtime or for fulfilling regular workweek duties and responsibilities.

4. Fee waiver courses shall be job-related or part of the approved Career Development Plan. The course of study for a Career Development Plan will be established by the employee and an appropriate advisor of choice and shall be subject to approval by the appropriate administrator in the Human Resources Office. The CSU admission requirements shall be met or waived for an approved Career Development Plan. The CSU admission requirements shall not apply for job-related courses.
5. CalPERS also offers employees a variety of educational programs that include:
  - a. Retirement and Estate Planning;
  - b. Achieving Financial Security;
  - c. Financial Planning Seminar for CalPERS Retirees; and
  - d. Retirement Workshops.

K. Physical examinations for employees.

1. Any physical examinations required of employees in permanent, full-time jobs shall be provided at no cost to the employee.
2. The CSU offers all permanent full-time employees a variety of health plan options. There are plans available which include the provisions for routine physical examinations, as a preventive health measure, at little cost to the employee. Employees are encouraged to take advantage of this important health benefit.
3. Members who are injured or have other medical situations may be ordered to report for a physical examination. If the examination is required of the employee, it will be provided at no cost to the employee.
4. Any physical examination shall be conducted only to confirm the employee's continued fitness to perform the tasks of their assignments and to inform them of their general physical condition.

L. General health and physical fitness for sworn employees.

1. The law enforcement profession requires a level of physical fitness not demanded by many other occupations. The ability to apprehend or subdue a suspect, protect the life of a person, or a fellow officer may hinge upon the employee's physical condition.
2. The California State University, Los Angeles Police Department desires all sworn members to maintain an overall level of health and physical fitness consistent with this directive. All sworn officers through the rank of Chief of Police are encouraged to be physically fit to ensure their ability to perform the essential functions of their job.



3. Sworn employees are encouraged to use the 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 [SUPA, 17.26].

V. APPENDICES: None.