

LABOR & EMPLOYEE RELATIONS

SUPA-FREQUENTLY ASKED QUESTIONS

February 28, 2020



QUESTION: What is the status of the Statewide University Police Association (SUPA) Contract?

ANSWER: The SUPA contract expired on February 22, 2020.

QUESTION: If the contract expired in 2018, why are these items going away now?

ANSWER: The contract was initially set to expire in 2018, but the parties agreed on several occasions to extend the contract. The last [contract extension](#) clearly stated the contract would expire ten days after the issuance of the factfinding report. The factfinding report was issued on February 12, 2020 which set the date of expiration as February 22, 2020. During that ten-day period, the contract could have been extended by mutual agreement or if an agreement on a successor agreement had been reached. SUPA did not communicate with the CSU during the 10-day period making it impossible to have mutual agreement for an extension or an agreement.

QUESTION: What happened to my special assignment stipend?

ANSWER: Special assignment stipends are governed under Provision 21.23 of the [March 24, 2015 – June 30, 2018 Collective Bargaining Agreement](#) with the State University Police Association (SUPA). This provision contains the following language:

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

While the university and SUPA were engaged in ongoing bargaining, the parties mutually agreed to continue to extend the March 24, 2015 – June 30, 2018 Collective Bargaining Agreement, which continued the special assignment stipends contained in Provision 21.23.

However, as of February 22, 2020 the agreement and its extensions have expired, and therefore this provision is no longer in effect. SUPA agreed to the language that eliminates the special assignment stipend in its original 2015 agreement with the CSU, and that provision is self-executing.

QUESTION: When will I stop receiving my special assignment stipends?

ANSWER: Special assignment stipends will not be prorated so they will be paid through February. They will not be paid after February.

QUESTION: Since I am not getting the stipend for the special assignment, am I still required to do the special assignment?

ANSWER: Yes. The stipend expires, the assignment does not.

QUESTION: What happened to my shift differential for working four hours or more between midnight and 6 a.m.?

ANSWER: Shift differential for those working between midnight and 6 a.m. is governed under Provision 21.18 of the [March 24, 2015 – June 30, 2018 Collective Bargaining Agreement](#) with the State University Police Association (SUPA). This provision contains the following language:

- *This increase in the shift differential from twenty-eight cents (28¢) to two dollars twenty (\$2.20) payable under this provision will not extend beyond the expiration of this Agreement on June 30, 2018 without the express written agreement of the parties.*

While the University and SUPA were engaged in ongoing bargaining, the parties mutually agreed to continue to extend the March 24, 2015 – June 30, 2018 Collective Bargaining Agreement, which continued the increase in shift differential contained in Provision 21.18.

However, as of February 22, 2020 the agreement and its extensions has expired, and therefore this provision automatically reverts back to twenty-eight cents. This change in shift differential is self-executing based on the expiration and is part of the original terms agreed to in 2015 with SUPA.

QUESTION: When will I stop receiving my shift differential pay?

ANSWER: Shift differential pay will cease to be effective on February 22, 2020.

QUESTION: Why can I no longer receive an in-range progression?

ANSWER: In-range progression is governed under Provision 21.14 of the [March 24, 2015 – June 30, 2018 Collective Bargaining Agreement](#) with the State University Police Association (SUPA). This provision contains the following language:

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

While the university and SUPA were engaged in ongoing bargaining, the parties mutually agreed to continue to extend the March 24, 2015 – June 30, 2018 Collective Bargaining Agreement, which continued in-range progression contained in Provision 21.14.

However, as of February 22, 2020 the agreement and its extensions has expired, and therefore this provision is no longer in effect. This change in is self-executing based on the expiration and is part of the original terms agreed to in 2015 with SUPA.

QUESTION: I'm about to attain 10 years of continuous service, why am I no longer eligible for an experience step increase?

ANSWER: Experience step increases governed under Provision 21.29 and 21.30 of the [March 24, 2015 – June 30, 2018 Collective Bargaining Agreement](#) with the State University Police Association (SUPA). Provision 21.30, which controls experience step increases for eligible employees who have not yet received one, is specific to fiscal years 2015/16, 2016/17 and 2017/18. After these fiscal years, there is no agreement between the university and SUPA to grant new experience step increases.

These are not changes being enacted by the university, rather this is simply part of the original terms agreed to in 2015 with SUPA.

QUESTION: Why can I no longer accrue compensatory time off (CTO) for overtime worked?

ANSWER: Under the Fair Labor Standards Act (FLSA), an employer must have an agreement with the employee representative (in this case, SUPA) to accrue CTO in lieu of paying overtime. Since the Collective Bargaining Agreement has expired, and no extension of the agreement is in effect, the university can not legally allow Unit 8 employees to accrue CTO, as it would be a violation of the FLSA.

All overtime hours worked will now be paid.

QUESTION: Can I still file a grievance? Can it go to arbitration?

ANSWER: The grievance procedure is still in effect, however, arbitration will not be available as a dispute resolution option for some grievances. All grievances should be processed as normal from the informal level through level three. The university will evaluate each grievance on a case-by-case basis to determine if it is subject to binding arbitration.

QUESTION: When will employees be able to get their shift differential and or special assignment stipends back?

ANSWER: Those items can be reinstated if the parties agree to them in negotiations. SUPA has the ability to request that bargaining resume.