

Biweekly Pay Transition Assistance Program

TERM SHEET

Transition Assistance Programs - For Non-Exempt Monthly Employees Converting To Bi-Weekly Paid

UC Hastings College of the Law, as part of the UC Path Project, is transitioning all non-exempt employees to bi-weekly pay on March 22, 2017.

In an effort to minimize the financial hardships for impacted non-exempt employees, the following two transition programs shall be offered for eligible employees who meet the requirements below:

ELIGIBILITY REQUIREMENTS: Any non-exempt employee (including probationary and limited term) transitioning from the monthly to the bi-weekly pay cycle meeting the following criteria is eligible:

- Any active covered employee as of February 17, 2017.
- 1. **INTEREST FREE LOAN:** Eligible employees have the option of obtaining an interest-free loan up to \$2,000.
 - a. Eligible employees may elect any amount between the minimum \$500 and the maximum \$2,000 loan.
 - b. Repayment will be made via payroll deduction. The first installment will be deducted from the bi-weekly paycheck paid on April 19, 2017.
 - c. The loan must be repaid in equal installments per bi-weekly pay cycle. The entire loan balance must be repaid no later than the 12th bi-weekly pay day from the date of the first installment, or upon separation from employment, whichever occurs first.
 - d. Upon separation from employment, any outstanding loan balance will be deducted from the employee's final paycheck. If the net amount of the employee's final earnings is insufficient to repay the loan, the employee will repay the remaining outstanding balance with a personal check.
 - e. There is no pre-payment penalty, should an employee wish to pay it back earlier.
 - f. There will be no taxes or deductions withheld from the loan.

And

2. **VACATION/COMPENSATORY TIME CASH OUT:** Eligible employees alternatively have the option of cashing-out up to 80 hours (in whole hour increments) of accrued vacation or compensatory time as of the date of implementation of the program. If an eligible employee has a compensatory time off bank, such hours can also be used; however, under no circumstances can more than 80 hours be cashed out in connection with the TRS transition.
 - a. Amount of Cash Out: Up to 80 hours of actual verified accrued vacation or compensatory time off will be deducted from the employee's balance(s) and paid to the employee the March 1, 2017 paycheck.
 - b. Vacation and compensatory time cash out will be treated as taxable income on the employee's 2017 W-2 and are taxed at the higher applicable rate.
3. **COMBINATION:** Eligible employees may, at their election, choose a combination of both the interest free loan and a vacation/compensatory time cash out.
4. **PROGRAM REQUEST PERIOD:** The time period within which an employee shall have the right to request the loan or vacation/compensatory time cash out will conclude on February 17, 2017. Employees may only submit one request during this time period.
5. **DISBURSEMENT:** Disbursement of loans will be made on March 1, 2017.

Biweekly Pay Transition Assistance Program

Cash-Out of Accrued Vacation, and/or Compensatory Time (Comp Time)

UC Hastings' **Biweekly Pay Transition Assistance Program** offers affected career hourly paid eligible employees who are transitioning from a monthly to a biweekly pay cycle the option to receive a **Cash-Out of Accrued Vacation, and/or Compensatory Time (Comp Time)** to assist in meeting financial obligations during the transition to biweekly pay. Each employee may request only one cash-out. All applications are subject to review for eligibility criteria. All requests and cancellations must be recorded on this form and delivered in person to UC Hastings' HR Office on time to be considered. You will be notified if your application is denied.

Cash-out requests must be received (and may be cancelled) before 5pm, February 17, 2017.

Please provide all of the following information. Incomplete and/or unsigned applications will be denied.

NAME: _____	EMPLOYEE ID#: _____
DEPARTMENT: _____	PAYROLL TITLE: _____
HOME ADDRESS: _____	WORK EMAIL: _____
STREET/APT	WORK PHONE: _____
_____	CELL PHONE: _____
CITY, STATE, ZIP CODE	

Please review the eligibility criteria for this program before completing this form.

You must have sufficient accrued Vacation, and/or Comp Time available to cover the requested cash-out amount. Please review your balances in TimeOut before completing this form.

Combined total cash-out of Vacation/Comp Time may not exceed 80 hours.

Cash-outs of Vacation/Comp Time/Holiday Credit for approved applications will be paid in your March 1, 2017 paycheck.

1. Number of **Vacation** hours to cash out: _____ (whole hour increments)

and/or

2. Number of **Compensatory Time Off** (Comp Time) hours to cash out: _____ (whole hour increments)

Total Hours Requested to Cash-Out: _____ (whole hour increments)

Submission of this form serves as my formal request to have the Vacation, and/or Comp Time hours requested above, paid out.

APPLICATION DEADLINE: Friday, February 17, 2017, before 5pm.
Submit completed form in person to: HR Office: 198 McAllister Street, Room 106,
San Francisco, CA 94102

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***Biweekly Pay Transition Assistance Program:
Cash-Out of Accrued Vacation, and/or Compensatory Time (Comp Time***

I understand that the amount of Vacation/Comp Time I elect to cash out will be immediately deducted from my accruals and will no longer be available to use for other purposes.

I also understand that taxes are generally taken at a higher rate than payroll taxes when cashing out Vacation, and/or Comp Time.

EMPLOYEE SIGNATURE

DATE

USE BY HR OFFICE:

DOCUMENT REVIEWED BY

DATE

Accrual Audit completed by:

NAME

DATE:

AUDIT REVIEWED BY

DATE



**Transition Assistance Program
PROMISSORY NOTE**

Name: _____
(Please Print) Last First Middle
Current Address: _____
Unit/Apt # Street City State Zip
Permanent Address: _____
Unit/Apt # Street City State Zip
Last Four Digits of SSN: _____
Telephone Number: _____ UC Hastings Email Address: _____

Borrower's Promise to Pay:

In return for the loan received, I _____, herein as "Borrower," promise to pay Hastings College of the Law, herein as "Lender," the principal sum of \$_____.

Borrower and Lender Agree to the Following Conditions of This Loan:

1. The loan shall be interest free during the period between the date of this Note and the repayment date.
2. There shall be no taxes or deductions withheld from the loan.
3. Repayment shall be made via payroll deduction. The first installment shall be deducted from the bi-weekly paycheck paid on April 19, 2017.
4. Borrower shall repay the full amount of this loan no later than the 12th bi-weekly pay day from the date of the first installment, or upon separation from employment, whichever occurs first.
5. There is no pre-payment penalty should Borrower wish to repay the loan in full earlier than by the 12th bi-weekly pay day, or upon separation of employment.

Borrower's Separation From Employment Before Full Repayment:

1. Upon separation from employment, the remaining outstanding loan balance shall be deducted from Borrower's final paycheck.
2. If the net amount of the Borrower's final earnings is insufficient to repay the loan, Borrower shall repay the remaining outstanding balance with a personal check, credit card, money order, cash, or other legal cash equivalent.

Signature of Borrower: _____ **Date:** _____

Borrower's Failure to Pay As Agreed:

1. **Default:** Failure to repay as agreed above will result in collection action or litigation.
2. **Credit Bureau:** If Borrower does not pay the loan as agreed, Lender may, at its option, disclose the delinquent status of Borrower's loan and any other relevant information to credit bureau organizations.
3. **Payment of Lender's Costs and Expenses:** Borrower shall pay all attorney's fees and reasonable costs of collection.

Signature of Borrower: _____ **Date:** _____

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Comments: _____