THE CALIFORNIA STATE UNIVERSITY
Office of the Chancellor
400 Golden Shale
Long Beach, California 90802-4275
(310) 985-2669

Date: May 17, 1996

To: Personnel Directors
Payroll Directors

From: Cathy Robinson, Senior Director
Human Resources Administration
Human Resources

Subject: CSU-CSEA Interim Agreement

The California State University and the California State Employees’ Association have reached an interim Agreement regarding the payment of overtime in cash or in compensatory timeoff (CTO) and union leave. Beginning May 9, 1996, for a period of sixty (60) days, the following terms are in effect:

- Overtime shall be compensated in cash or in compensatory time off (CTO) as determined by the President and shall be paid only as provided in the Appendix of this Agreement, consistent with the provisions of the Fair Labor Standards Act (FLSA). This is a continuation of prior contract language.

- Upon written request of the Union to the Office of the Chancellor, the CSU shall grant a union leave without loss of compensation to any Union Representative under the terms identified in the interim Agreement. Again, this is a continuation of prior contract language.

For you information, copies of the interim Agreement and the Appendix are attached.

If you have any questions, please call Employee Relations at 310-985-2670 or Human Resources Administration at 310-985-2678.

Attachments
CR/pc

Distribution:

Presidents (Without Attachments)
Vice Chancellor, Human Resources & Operations (Without Attachments)
Vice Presidents, Administration (Without Attachments)
Vice Presidents, Academic Affairs (Without Attachments)
Employee Relations Designees (With Attachments)
MEMORANDUM OF UNDERSTANDING

The California State Employees Association (Union) and The California State University (University) enter into the following Agreement listed in clauses A, B and C and including the Appendix. This Agreement shall apply to employees in bargaining units 2, 5, 7 and 9 for the period specified in C.

A. OVERTIME

1. Overtime is defined as authorized time worked in excess of forty (40) hours in a seven (7) consecutive twenty-four (24) hour period beginning at 12:01 a.m. on Sunday and ending at 12:00 midnight the following Saturday. For employees assigned to a 5/20 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 p.m. on Friday and ending at 12:00 p.m. (noon) on the following Friday.

2. Overtime shall be compensated in cash or in compensatory time off (CTO) as determined by the President and shall be paid only as provided in the Appendix of this Agreement, consistent with the provisions of the Fair Labor Standards Act (FLSA).

3. Overtime shall be authorized and assigned by the appropriate administrator.

4. Paid holiday, paid sick leave, and paid vacation time shall be counted as time worked for purposes of this Agreement.

5. The only official methods for the computation and accumulation of overtime in this bargaining unit are those provided in this Agreement.

The appropriate administrator shall endeavor to equalize the overtime work among all qualified employees who have expressed interest in overtime work. Advance notice of overtime opportunities shall be provided to all qualified employees whenever possible. An employee shall be required to work overtime if no qualified volunteer is available.

6. All employees shall be classified as either exempt or non-exempt for purposes of compliance with the FLSA requirements for payment of overtime or compensatory time off (CTO).

7. 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. Upon reasonable notice to the employee, the appropriate administrator may direct the employee to take earned CTO. When possible, the scheduling of such CTO shall be by mutual agreement of the employee and the appropriate administrator.

9. 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.

10. Upon request of the employee, the appropriate administrator shall provide an accounting of the employee’s CTO balance.

11. 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.

12. Overtime eligibility and overtime rates shall be by classification. Such eligibility and overtime rates by classification are listed in the Appendix and incorporated by reference.

B. UNION LEAVE

1. Upon written request of the Union to the Office of the Chancellor, the CSU shall grant a union leave without loss of compensation to any Union Representative.

   a. Such a leave may be partial or full-time and shall not be less than one (1) day nor more than one (1) year in duration. An employee on such a leave shall continue to earn service credit and retirement credit. Vacation time, holiday time, and sick leave shall not accrue during such a leave. An 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.

   b. The CSU shall be reimbursed by the Union for all compensation paid the employee on account of such leave and for any incidental costs. Reimbursement by the Union shall be made no later than thirty (30) days after its receipt of the CSU certification of payment of compensation to the employee.

   c. Such a union leave in accordance with this Agreement shall also be provided to a bargaining unit employee upon becoming CSEA Statewide President.
C. DURATION

1. The provisions of this Agreement shall be in effect for sixty (60) calendar days starting from midnight on the date of signature by both parties.

For the University

[Signature] 5-9-96  
date

For the Union

[Signature] date  
5/9/5
APPENDIX

Definitions:

I. Employees will be classified as either exempt or non-exempt, based on the duties and responsibilities of the positions.

A. Exempt employees are salaried employees who meet one of the exemptions (administrative, executive, professional or agricultural) from the overtime provisions of the Fair Labor Standards Act (FLSA). Exempt employees, unless they are classified as exempt under the agricultural exemption or are firefighters, do not earn overtime, either as cash or compensatory time off (CTO).

B. Employees in exempt classifications may be appointed to 12-month, 10-month, 10/12, 11/12, or academic year assignments.

C. Exceptions:

Employees in the following exempt classifications have a workweek which consists of an average of 72 hours per week, including work time, standby time, and on-call time. Hours in excess of 312 in a month are compensated at time and one-half and are compensable in cash or CTO.

8980 Campus Fire Apparatus Engineer
8981 Supervising Campus Fire Apparatus Engineer

Employees in the following exempt classifications meet the definition of exempt under the agricultural exemption of the FLSA and may earn CTO at the rate of time and one-half the hourly rate. Employees in these classifications, having earned more than 120 hours at the end of the calendar year, must be paid in cash by February 1 of the following year.

6385 Farm Maintenance and Operations Worker
0638 Farm Laborer
0648 Crop Technician I
0651 Crop Technician II
0687 Feed Mill Operator
0663 Livestock Technician I
0666 Livestock Technician II

II. Non-exempt employees are salaried employees who do not meet any of the exemptions from the overtime provisions of the FLSA. Employees in non-exempt classifications may be appointed to 12-month, 10-month,
0/12, 11/12, or academic year assignments. The full-time workweek for non-exempt classifications is a workweek of forty (40) hours within seven (7) consecutive 24-hour days or 168 consecutive hours.

A. Overtime for non-exempt employees is payable in cash or as CTO at the rate of time and one-half the hourly rate. Employees in Units 2, 5, 7 and 9, having earned more than 120 hours at the end of the calendar year, must be paid in cash by February 1 of the following year except as noted below. Paid leave is counted as time worked in determining overtime hours worked.

B. For the following classifications, earned CTO greater than 240 hours must be paid in cash in the pay period it was earned:

   9688   Head Resident I
   9687   Head Resident II

III. OVERTIME. Those classifications listed below are exempt. All other existing classifications are non-exempt. Employees in classifications designated as exempt do not earn overtime.

Unit 2

   3147   Health Educator
   3165   Nurse Practitioner - 10 Month
   3166   Nurse Practitioner - 12 Month
   8130   Nutritionist
   7991   Pharmacist - 10 Month
   7992   Pharmacist - 12 Month
   7398   Radiation Protection Specialist
   3156   Registered Nurse III - 10 Month
   3157   Registered Nurse III - 12 month
   8005   Sanitarian
   7976   Speech Pathologist

Unit 5

All existing classifications in this unit are non-exempt and earn overtime at the rate of one and one-half times the hourly straight time rate, with the exception of the Farm Maintenance and Operations Worker (5385). The Farm Maintenance and Operations Worker classification is exempt under the agricultural exemption of the FLSA and may earn overtime or CTO as defined in Section I.C. above.

Unit 7

All existing classifications in this unit are non-exempt and earn overtime or CTO at the rate of one and one-half times the hourly straight time rate.

Unit 9

   4555   Accountant II
   5343   Administrative Operations Analyst III
   5284   Associate Budget Analyst
   1901   Associate Systems Analyst
<table>
<thead>
<tr>
<th>Code</th>
<th>Job Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>1907</td>
<td>Associate Systems Software Specialist</td>
</tr>
<tr>
<td>5784</td>
<td>Associate, Academic &amp; Institutional Studies I</td>
</tr>
<tr>
<td>5783</td>
<td>Associate, Academic &amp; Institutional Studies II</td>
</tr>
<tr>
<td>5787</td>
<td>Associate, Academic &amp; Institutional Studies III</td>
</tr>
<tr>
<td>5980</td>
<td>Campus Fire Apparatus Engineer</td>
</tr>
<tr>
<td>0648</td>
<td>Crop Technician I</td>
</tr>
<tr>
<td>0651</td>
<td>Crop Technician II</td>
</tr>
<tr>
<td>6970</td>
<td>Diving Safety Officer</td>
</tr>
<tr>
<td>0638</td>
<td>Farm Laborer</td>
</tr>
<tr>
<td>0627</td>
<td>Farm Supervisor I</td>
</tr>
<tr>
<td>5330</td>
<td>Federal Programs Coordinator</td>
</tr>
<tr>
<td>0687</td>
<td>Feed Mill Operator</td>
</tr>
<tr>
<td>6960</td>
<td>Fish Hatchery Manager</td>
</tr>
<tr>
<td>1946</td>
<td>Instructional Computing Consultant II</td>
</tr>
<tr>
<td>1947</td>
<td>Instructional Computing Consultant III</td>
</tr>
<tr>
<td>3910</td>
<td>Library Serials Editor</td>
</tr>
<tr>
<td>2663</td>
<td>Livestock Technician I</td>
</tr>
<tr>
<td>2666</td>
<td>Livestock Technician II</td>
</tr>
<tr>
<td>7127</td>
<td>Media Production Specialist III</td>
</tr>
<tr>
<td>1906</td>
<td>Programmer III</td>
</tr>
<tr>
<td>3703</td>
<td>Nursery Technician II</td>
</tr>
<tr>
<td>5697</td>
<td>Poultry Technician</td>
</tr>
<tr>
<td>1906</td>
<td>Programmer III</td>
</tr>
<tr>
<td>5598</td>
<td>Public Affairs Asst. II</td>
</tr>
<tr>
<td>3801</td>
<td>Radiation Safety Officer</td>
</tr>
<tr>
<td>5580</td>
<td>Research Technician III</td>
</tr>
<tr>
<td>6725</td>
<td>Sr. Planner/Estimator/Scheduler</td>
</tr>
<tr>
<td>1998</td>
<td>Senior Systems Analyst</td>
</tr>
<tr>
<td>1938</td>
<td>Senior Systems Software Specialist</td>
</tr>
<tr>
<td>2572</td>
<td>Space and Facilities Utilization Officer</td>
</tr>
<tr>
<td>5250</td>
<td>Special Asst., EOP</td>
</tr>
<tr>
<td>1997</td>
<td>Staff Systems Analyst</td>
</tr>
<tr>
<td>1937</td>
<td>Staff Systems Software Specialist</td>
</tr>
<tr>
<td>8981</td>
<td>Supervising Campus Fire Apparatus Engineer</td>
</tr>
<tr>
<td>6910</td>
<td>Telecommunications Analyst</td>
</tr>
<tr>
<td>6918</td>
<td>Television Engineer</td>
</tr>
<tr>
<td>0400</td>
<td>Analyst/Programmer- 12 Month*</td>
</tr>
<tr>
<td>0401</td>
<td>Analyst/Programmer- 11/12 Month*</td>
</tr>
<tr>
<td>0402</td>
<td>Analyst/Programmer- 10/12 Month*</td>
</tr>
<tr>
<td>0410</td>
<td>Operating Systems Analyst- 12 Month*</td>
</tr>
<tr>
<td></td>
<td>Range 2 - Career</td>
</tr>
<tr>
<td></td>
<td>Range 3 - Expert</td>
</tr>
<tr>
<td></td>
<td>Range 2 - Career</td>
</tr>
<tr>
<td></td>
<td>Range 3 - Expert</td>
</tr>
</tbody>
</table>
0411  Operating Systems Analyst- 11/12 Month*
       Range 2 - Career
       Range 3 - Expert

0412  Operating Systems Analyst- 10/12 Month*
       Range 2 - Career
       Range 3 - Expert

0420  Information Technology Consultant- 12 Month*
       Range 2 - Career
       Range 3 - Expert

0421  Information Technology Consultant- 11/12 Month*
       Range 2 - Career

0422  Information Technology Consultant- 10/12 Month*
       Range 2 - Career
       Range 3 - Expert

0430  Network Analyst- 12 Month*
       Range 2 - Career
       Range 3 - Expert

0431  Network Analyst- 11/12 Month*
       Range 2 - Career
       Range 3 - Expert

0432  Network Analyst- 10/12 Month*
       Range 2 - Career
       Range 3 - Expert

*Range code indicates skill level. Class code indicates classification and pay plan.