

Date: May 26, 2009

Code: TECHNICAL LETTER  
HR/Salary 2009-05

To: Associate Vice Presidents/Deans of Faculty  
Human Resources Directors  
Payroll Managers

Reference: HR/Salary 2008-05

From: Evelyn Nazario  
Senior Director, Compensation  
Human Resources Administration



Subject: Implementation of Athletic Trainer Series – Update

Overview

**Audience:** HR professionals responsible for hiring and classifying employees

**Action Item:** Re-open implementation of Athletic Trainer classification series for eligible employees

**Affected Employee Group(s)/Unit(s):** Employees in “in-lieu of” classifications in Unit 3 (CFA), Unit 4 (APC) and Unit 9 (CSUEU)

Summary

This technical letter supersedes instructions provided in **HR/Salary 2008-05** specific to employees in “in lieu of” classifications, other than those in Unit 2, who did not submit a request in writing to voluntarily elect reclassification to the Athletic Trainer classification series by the April 30, 2008 due date. Subsequent clarification of the settlement agreement changed the voluntary election notification timelines. The April 30, 2008 due date is no longer applicable, and as a result, affected employees currently in “in lieu of” classifications that voluntarily elect to be reclassified into the new series may submit a request in writing to the campus Human Resources office. Campuses are responsible for notifying affected employees of this change.

Those in the audience listed above should review the remainder of this Technical Letter for more detailed information.

Subsequent to implementation of the Athletic Trainer classification series, it was brought to the attention of CSUEU and CSU that the settlement agreement signed by APC, CFA, CSUEU and CSU in September 2006 allowed “in lieu of” employees who were performing Athletic Trainer duties to voluntarily elect to be placed into Unit 2 **at any time**. As a result, the April 30, 2008 timeline provided in Technical Letter HR/Salary 2008-05 for APC, CFA and Unit 9 employees in “in lieu of” classifications is no longer applicable. Affected APC, CFA and Unit 9 employees may voluntarily elect to be reclassified into the new series and may submit a request in writing to the campus Human Resources office at any time. Employees in “in-lieu” classifications in Unit 2 who were performing

**Distribution:**

CSU Presidents  
Vice Chancellor, Human Resources  
Vice Presidents, Academic Affairs  
Vice Presidents, Administration

Student Health Services Directors  
Athletic Directors  
HR Professionals  
Budget Officers

Athletic Trainer duties should have been reclassified pursuant to HR/Salary 2008-05 and are not affected by this change.

**Benefits Impact:** If an "in-lieu" employee (in Units 3, 4, and 9) voluntarily elects to be reclassified into a Unit 2 Athletic Trainer position, the employee will be covered by the CSUEU benefits package effective consistent with the requirements set out in [HR/Benefits 2004-09](#). Benefit changes cannot be made retroactively.

This technical letter provides processing instructions which supersedes those provided in Technical Letter HR/Salary 2008-05 as a result of the voluntary election timeline change for employees in "in-lieu of" classifications and because additional CMS Baseline information is provided. All other information provided in Technical Letter HR/Salary 2008-05 remains unchanged.

**Processing Instructions:**

The following revised processing instructions are provided in Attachment A:

- 1. Employee Conversion to a New Classification – Supersedes HR/SA 2008-05 Attachment A

Questions regarding this technical letter and the implementation of the Athletic Trainer series may be directed to Human Resources Administration at (562) 951-4411.

EN/ep

Attachment

**PROCESSING INSTRUCTIONS**

**I. EMPLOYEE CONVERSION TO A NEW CLASSIFICATION – Supersedes HR/SA 2008-05 Attachment A**

<b>PAY SCALES IMPACT:</b>	
Change Summary:	New Classifications
Class Code(s):	8180, 8181, 8185, 8186, 8190, 8191
CBID:	R02
Pay Scales Effective Date:	03/01/08
Date in Production:	02/29/08
Pay Letter:	2008-03
<b>EMPLOYMENT HISTORY/PAYROLL IMPACT:</b>	
Processing Responsibility:	Campus
Effective Date(s)	New Hires – 12 Month and Unit 2 conversions: 03/01/08 New Hires – AY: Beginning 08/09 AY Voluntary Election – 12 month: Beginning of a pay period Voluntary Election – AY: Beginning of the next academic term
Processing Date(s):	<ul style="list-style-type: none"> <li>• By 04/22/08 for employees in “in-lieu of” classifications in Unit 2.</li> <li>• Ongoing for employees in “in-lieu of” classifications outside of Unit 2 (i.e. Units 3, 4 and 9).</li> </ul>
PIMS Transaction:	CRO
Detailed Transaction Code (Item 719):	N/A
EH Remarks (Item 215):	HR/SA 2008-05 (original implementation)
Pay Amount:	<ul style="list-style-type: none"> <li>• Employees whose base salary is below the salary range minimum of the new classification must be moved to the applicable new salary range minimum.</li> <li>• Minimum 5% increase for employees moving to a new classification with a salary range maximum of 2.5% or higher than for the “in-lieu of” classification.</li> </ul>
Pay Form:	N/A
Lump Sum Earnings ID:	N/A
Employees on Leave (non-pay status):	<p>Affected employees in “in-lieu of” Unit 2 classifications must be converted to the new appropriate class by the processing dates outlined above. Process as follows:</p> <ol style="list-style-type: none"> <li>1. Return from Leave: Effective as outlined above.</li> <li>2. Conversion: CRO same effective date as return.</li> <li>3. Return to Leave: Original leave transaction effective same as CRO.</li> </ol> <p>Process employees in “in-lieu of” classifications outside of Unit 2 upon return from leave, if so requested.</p>
Additional Information:	<ul style="list-style-type: none"> <li>• Anniversary Dates (Item 330) are set pursuant to Article 20.</li> <li>• Probation End Date (Item 430) may be modified pursuant to provisions 11-13 of the Side Letter of Agreement (attached).</li> <li>• Item 560 Professional Licenses: 4 – Other</li> </ul>
SCO Personnel Letter:	N/A
<b>CMS PROCESSING INFORMATION:</b>	
Workforce Administration:	<ul style="list-style-type: none"> <li>• Salary Schedule Load provided by HR-ISA to SOSS on 3/5/2008.</li> </ul>

	<p><b><u>New Hire</u></b></p> <ul style="list-style-type: none"> <li>• Action Reason: HIR/APT</li> <li>• <u>Effective Date for New Hires:</u> <ul style="list-style-type: none"> <li>○ New Hires – 12 Month and Unit 2 conversions: 03/01/08</li> <li>○ New Hires – AY: Beginning 08/09 AY</li> </ul> </li> </ul> <p><b><u>Conversion</u></b></p> <ul style="list-style-type: none"> <li>• Action Reason(s):           <ul style="list-style-type: none"> <li>○ DTA/CCV (Conversion – no pay increase)</li> <li>○ PAY/CCV (Conversion – pay increase)</li> </ul> </li> <li>• <u>Effective Date for Voluntary Election:</u> <ul style="list-style-type: none"> <li>○ Voluntary Election – 12 Month: 04/01/08 or 05/01/08</li> <li>○ Voluntary Election – AY: Beginning of the next academic term</li> </ul> </li> <li>• Job Code (s): 8180, 8181, 8185, 8186, 8190, 8191</li> <li>• Union Code: R02</li> <li>• FTE: Update as appropriate</li> <li>• Employee History Remarks: HR/SA 2009-05</li> <li>• Comp Rate: Update as instructed above</li> <li>• Pay Group: Update as appropriate</li> <li>• Employee Type: Update as appropriate</li> <li>• Work Group: Update as appropriate</li> <li>• Anniversary Code: Update as appropriate</li> <li>• Anniversary Date (Item 330): Update as instructed above</li> <li>• Probation Code (Item 430): Update as appropriate</li> <li>• Probation End Date (Item 430): Update as instructed above</li> <li>• Retirement Code: Update as appropriate</li> <li>• Professional Licenses (Item 560):           <ul style="list-style-type: none"> <li>○ BOC – Board of Certification</li> <li>○ FA – First Aid</li> <li>○ CPR – CPR Certification</li> </ul> </li> </ul>
Temporary Faculty:	N/A
Benefits:	• Benefit Program: STN (Standard); AY (for AY job codes)
Time and Labor:	N/A
Leave Accounting:	N/A
Absence Management:	• AM Pay Group: CSUEU SALN (non-exempt); CSUEU SALX (exempt)
Labor Cost Distribution:	• Job Function: STF (Staff)
Additional Instructions:	N/A

TRUSTEES OF THE CALIFORNIA STATE  
UNIVERSITY,

Employer

Case No. LA-UM-740-H

And

CALIFORNIA STATE UNIVERSITY  
EMPLOYEES UNION,

**SETTLEMENT AGREEMENT**

Exclusive Representative  
THE CALIFORNIA FACULTY ASSOCIATION

THE ACADEMIC PROFESSIONALS OF  
CALIFORNIA

Parties In Interest

In the interest of promoting harmonious labor relations between the parties and to avoid the uncertainty, inconvenience, and expense of litigation, the California State University Employees Union (CSUEU), the Trustees of the California State University (CSU), the California Faculty Association (CFA) and the Academic Professionals of California (APC), in settlement of the above-captioned unit modification petition before the Public Employment Relations Board, agree as follows:

Athletic Trainers

1. The parties acknowledge that athletic trainers are health care professionals and that the three classifications that comprise the athletic trainer classification series (athletic trainer I, athletic trainer II and head athletic trainer) should be placed in Bargaining Unit 2.
2. Employees performing the work of the above three classifications, who currently occupy in-lieu classifications as of the effective date of this agreement, will not be placed in Bargaining Unit 2 unless they so choose. Employees occupying in-lieu classifications may opt to be placed in Unit 2 at any time. Those employees who choose to be placed in Bargaining Unit 2 shall not suffer any loss of pay or compensation. (X)
3. As in-lieu classifications described in paragraph two are vacated, they shall be filled with the appropriate athletic trainer classification.
4. The parties agree that if and when any athletic trainer performs any classroom instruction, that individual will receive a separate lecturer appointment.
5. The parties seek written certification from PERB that the three classifications in the athletic trainer series should be placed in Bargaining Unit 2.

6. This Settlement Agreement does not constitute an admission of wrongdoing, contract or statutory violation, or liability on the part of any party to this agreement.
7. This Settlement Agreement represents a full and complete resolution of the claims and disputes between the parties based upon the above-referenced matter.
8. The undersigned parties represent that they have read and understand the terms of this settlement and that they are authorized to execute this Settlement Agreement on behalf of their principals.

FOR THE CSU:

P. G. Verellen  
Paul G. Verellen 9/20/06

FOR THE CSUEU:

Teven Laxer  
Teven Laxer 9/20/2006

FOR THE CFA:

Bernhard Rohrbacher  
Bernhard Rohrbacher

FOR THE APC:

Edward R. Purcell  
Edward R. Purcell 9/29/06

**Side Letter of Agreement  
Athletic Trainer Series Implementation  
Effective March 1, 2008**

This Memorandum of Understanding constitutes the entire agreement between the California State University (CSU) and the California State University Employees Union (CSUEU) relating to the implementation and impact of the Athletic Trainer Series which includes new Athletic Trainer I (class codes 8180, 8181), Athletic Trainer II (class codes 8185, 8186) and the new Head Athletic Trainer (class codes 8190, 8191) classifications. Twelve-month (with 10/12 and 11/12 ranges), and Academic Year classifications will be established. This agreement satisfies the meet-and-confer and all other bargaining obligations pursuant to HEERA and Article 17 of the parties Collective Bargaining Agreement (Agreement) on this issue. CSU provided copies of these new classification standards to the CSUEU as the basis for discussions between the parties pursuant to provision 17.14 of the Agreement. All articles mentioned below reference the CSUEU/CSU Agreement.

In accordance with the foregoing, the parties hereby agree as follows:

1. The Athletic Trainer Series, which includes the classifications noted above, will be implemented in Unit 2 effective the March 2008 pay period.
2. The salary ranges effective on the implementation date for the above classifications are attached. If the salary ranges of classifications deemed comparable to Athletic Trainers (as noted on the Salary Range proposal) are increased due to the revision of their classification standards, the parties agree to meet to discuss adjustments to the comparable Athletic Trainer classification.
3. Classifications designated as AY are on an Academic Year Pay Plan. The term "academic year pay plan" as used in this Agreement refers to employees who are hired in an academic year classification. A year of service in an academic year classification is two (2) consecutive semesters or three (3) consecutive quarters of employment within the academic year designated by the respective campus at a timebase of fifty percent (.5) or greater. At a quarter system year-round operation (QSYRO), however, a year of service is any three (3) consecutive quarters in a period of four (4) consecutive quarters within the academic year designated by the respective QSYRO campus at a timebase of fifty percent (.5) or greater.
4. Effective March 1, 2008, all newly hired 12-month Athletic Trainers shall be placed directly into the appropriate Unit 2 Athletic Trainer classification and will follow the existing provisions of the CSUEU Agreement. Since AY appointments have been made for the 2007/2008 academic year, newly hired AY Athletic Trainers shall be placed directly into the appropriate Unit 2 Athletic Trainer classification beginning with the 2008/09 academic year. Athletic Trainer appointments into an academic year class may

begin with the 2008/09 academic year. Future academic year appointments must be effective at the beginning of the academic year.

5. Those employees performing the work of the above three classifications, who currently occupy in-lieu classifications in non-Unit 2 bargaining units (e.g., Unit 3, 4 and 9) as of the effective date of this agreement, will not be automatically reclassified into the Athletic Trainer Series. These employees will be grandfathered in their existing classification unless the individual employee voluntarily elects to be reclassified into the appropriate Unit 2 Athletic Trainer classification. This voluntary election must be made in writing and submitted to the employee's Human Resources Office no later than sixty (60) days after the implementation date. The reclassification for existing 12-month employees will be effective the first day of the following pay period after the written notice is received in the Human Resources Office. The reclassification effective date for AY employees will be the beginning of the next academic term.
6. The CSU shall consider an employee's job duties, experience, and educational background for both his/her placement in the appropriate Athletic Trainer classification as well as the appropriate salary rate within the salary range of that classification.
7. Those employees who voluntarily elect to be reclassified into Unit 2 shall not suffer any loss of base salary, pursuant to article 20. However, the employee's base salary shall be within the salary range of the appropriate Athletic Trainer classification and shall not exceed the salary range maximum. At the president's discretion, the base salary may be red-circled if the employee prefers to move into Unit 2, pursuant to the Red Circle Rate provisions in Article 20. However, it should be noted that CalPERS does not include pay above the salary range maximum for purposes of retirement calculation.
8. Reclassification provisions as outlined in Article 9 and Anniversary Date provisions outlined in Article 20 of the Agreement will apply for employees reclassified to one of the new classifications from an in-lieu classification with a lower salary range. For in-lieu classifications, a higher salary range is defined when the salary range maximum of the new classification is 2.5% higher than the salary range maximum for the in-lieu classification.
9. An employee who elects to be reclassified to the new Athletic Trainer Series whose base salary is below the new salary range minimum after any reclass increase granted under Article 9, will be automatically moved to the appropriate salary range minimum for the classification. Campuses may elect to pay an Athletic Trainer higher than the range minimum.
10. Those incumbents in in-lieu of classifications in bargaining units 2, 4, 5, 7 or 9 who, as a result of this agreement, are voluntarily reclassified into a new Athletic Trainer classification will not have any change to their probationary or permanent status. Incumbents who are serving a probationary period in an in-lieu of classification will continue serving the remainder of the probationary period in the new Athletic Trainer

classification. The probationary period provisions outlined in Article 9 will apply to employees who are otherwise reclassified or promoted to this classification.

11. Temporary Athletic Trainers who are in bargaining units other than 2, 5, 7, or 9 and are voluntarily reclassified and have had a timebase of .5 or greater for four (4) or more consecutive years in an Athletic Trainer capacity will serve a six (6) months probationary period in the Unit 2 athletic trainer classification. Temporary Athletic Trainers who are in bargaining units 2, 5, 7 or 9 will receive permanency in accordance with provisions 9.52 through 9.55.
12. Temporary Athletic Trainers who have had a timebase of .5 or greater for less than four (4) consecutive years:
  - a. If they are in bargaining units other than 2, 5, 7, or 9 and are voluntarily reclassified,
    - i. Shall serve one (1) year from the date of reclassification in a temporary position before being granted permanency in accordance with Article 9 if they have three (3) or more consecutive years in an Athletic Trainer capacity.
    - ii. Shall be required to meet the provisions in Article 9 before permanency is granted if they have less than three (3) consecutive years in an Athletic Trainer classification.
  - b. Will receive permanency in accordance with provisions 9.52 through 9.55 if they are in bargaining units 2, 5, 7, or 9.
  - c. At the discretion of the President, time worked in the in-lieu Athletic Trainer classification may count toward the service requirements. A temporary Athletic Trainer shall remain temporary, unless the employee meets the timebase or service requirements above or the campus converts the position to probationary.
13. Notwithstanding provision 12 above, the President may waive probation and grant permanent status to any Athletic Trainer who is voluntarily reclassified and has had a timebase of fifty percent (.5) or greater for more than two consecutive years in an Athletic Trainer capacity.
14. Employees who voluntarily elect to be reclassified into a Unit 2 Athletic Trainer position will be granted seniority points according to the CSUEU Agreement. Time worked performing Athletic Trainer duties will count for seniority purposes, regardless of the prior classification or bargaining unit.
15. It is understood that benefit packages vary by employee group and collective bargaining agreement. If an employee voluntarily elects to be reclassified into Unit 2, that employee will be covered by the CSUEU benefits package effective the date of reclassification. Benefit changes cannot be made retroactively.

16. If and when any Athletic Trainer performs any classroom instruction, that individual will receive a separate lecturer appointment.

17. If the employee elects to remain in an in-lieu classification, the position shall be filled with the appropriate Athletic Trainer classification in Unit 2 once the position is vacated.

For CSU:

For CSUEU:

/s/ Sharyn Abernatha 2/07/08  
Sharyn Abernatha Date

/s/ Teven Laxer 2/7/08  
Teven Laxer Date

**CSU PROPOSAL #4 (2nd Revision)**  
 Unit 2 - Athletic Trainer Series Classification Implementation  
 January 30 2008

Athletic Trainers	Comparable CSU Classes and Ranges Effective 1/1/07				CSU Proposal: Effective March 1, 2008				Comparable Salary Range
	Current Salary Range Minimum	Current Salary Range Maximum	Current SSI Max	Current Range Spread	Proposed Salary Range Minimum	Proposed SSI Max	Proposed Salary Range Maximum	Proposed Range Spread	
<b>Athletic Trainer I - 12 mo</b> (class code 8180)	42,288	63,432	57,660	50%	42,288	60,816	67,656	60%	Comparable to Nutritionist (c/c 8130)
<i>monthly</i>	3,524	5,286	4,805	50%	3,524.00	5,068.00	5,638.00	60%	
10/12 range					35,244	50,676	56,376	60%	
<i>monthly</i>					2,937.00	4,223.00	4,698.00	60%	
11/12 range					38,760	55,752	62,016	60%	
<i>monthly</i>					3,230.00	4,646.00	5,168.00	60%	
<b>Athletic Trainer II - 12 mo</b> (class code 8185)	46,020	69,036	62,736	50%	46,020	66,180	73,932	61%	Comparable to Physical Therapist I (c/c 7980)
<i>monthly</i>	3,835	5,753	5,228	50%	3,835.00	5,515.00	6,161.00	61%	
10/12 range					38,352	55,152	61,608	61%	
<i>monthly</i>					3,196.00	4,596.00	5,134.00	61%	
11/12 range					42,180	60,660	67,776	61%	
<i>monthly</i>					3,515.00	5,055.00	5,648.00	61%	
<b>Head Athletic Trainer - 12 mo</b> (class code 8190)	n/a	n/a	n/a	n/a	53,844	77,436	86,160	60%	Comparable to Physical Therapist II but range for this position is not competitive. Recommend 10% differential between AT II and Head AT.
<i>monthly</i>					4,487.00	6,453.00	7,180.00	60%	
10/12 range					44,868	64,536	71,796	60%	
<i>monthly</i>					3,739.00	5,378.00	5,983.00	60%	
11/12 range					49,356	70,980	78,984	60%	
<i>monthly</i>					4,113.00	5,915.00	6,582.00	60%	
<b>Athletic Trainer I - AY</b> (class code 8181)	n/a	n/a	n/a	n/a	36,768	52,884	58,836	60%	
<i>monthly</i>					3,064.00	4,407.00	4,903.00	60%	
<b>Athletic Trainer II - AY</b> (class code 8186)	n/a	n/a	n/a	n/a	40,020	57,552	64,284	61%	
<i>monthly</i>					3,335.00	4,796.00	5,357.00	61%	
<b>Head Athletic Trainer - AY</b> (class code 8191)	n/a	n/a	n/a	n/a	46,824	67,332	74,916	60%	
<i>monthly</i>					3,902.00	5,611.00	6,243.00	60%	

NOTES:  
 1) 10/12 and 11/12 are computed from the 12 month range.  
 2) Proposed AY ranges are 15% less than the 12 month ranges (12 month rate/1.15). After implementation, AY classes will be adjusted by any future GSI percentage.