

COLLECTIVE BARGAINING AGREEMENT

California State University Employees Union (CSUEU)

Units 2, 5, 7 and 9

January 16, 2007 – June 30, 2011

Side Letters of Agreement

Side Letter 1	Article 5 - Office Space
Side Letter 2	Article 7/8 – Grievance and Complaint Procedure Changes
Side Letter 3	Article 9 – Part-Time Probationary Employees
Side Letter 4	Article 9 – Time-Base Required for Part-Time Probation
Side Letter 5	Article 20 – Shift Differential Bonus
Side Letter 6	Article 20 – Minimum Salary Rates
Side Letter 7	Article 20 – Market Salary Increases
Side Letter 8	Article 20 – Market Salary Increases for FY 2006/2007
Side Letter 9	Article 21 – Parking Fees
Side Letter 10	Article 22 – Fee Waiver Contract Changes
Side Letter 11	Article 23 – Workplace Violence Policy
Side Letter 12	Article 25 – Discrimination Complaint Procedure
Side Letter 13	Article 27 – LMC Regarding Work Shifts

Side Letters added to Current Contract:

Side Letter 14	SSI Eligibility
Side Letter 15	Parking Fees and General Salary Increase
Side Letter 16	Article 20 – 2007 Reopener
Side Letter 17	MOU – Administrative Leave – Fires – October 2007
Side Letter 18	Trainee Salary Rates – January 2008
Side Letter 19	Systemwide Funded In-Range Progressions/Bonus Plans
Side Letter 20	Athletic Trainer Series Implementation
Side Letter 21	CMA – Cruise Salary Schedules
Side Letter 22	IRP Information Requests
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Side Letter 24	Procedures for Information Technology Staff Serving Onboard the Training Ship Golden Bear
Side Letter 25	Fiscal Year 2008/2009 Salary Negotiations
Side Letter 26	Extension of 2007-2009 CSUEU/CSU Contract
Side Letter 27	Labor Management Committee – Long-Term Compensation Strategy
Side Letter 28	Compressed and Alternate Work Schedules
Side Letter 29	Overtime – Provision 19.1
Side Letter 30	MOU – CSU/CSUEU Furlough Program – July 6, 2009 as Amended July 21, 2009

SIDE LETTER OF AGREEMENT #1

ARTICLE 5

OFFICE SPACE

November 14, 2006

The CSU will write the CFA Headquarters and remind them that Provision 6.23 of the CFA collective bargaining agreement states:

The CFA shall be provided appropriate office space on each campus, which shall, upon their request, be shared with other bargaining representatives. Rental charges for the duration of this Agreement shall be one dollar per year for each office provided.

The CSU will advise the CFA that it expects the CFA to comply with this provision of the collective bargaining agreement.

SIDE LETTER OF AGREEMENT #2

HUMAN RESOURCES
Labor Relations
401 Golden Shore, 4th Floor
Long Beach, CA 90802-4210
562-951-4400/Fax 562-951-4890

Sharyn Abernatha
Labor Relations Manager
sabernatha@calstate.edu

February 8, 2007

Mr. Teven Laxer
Sr. Labor Relations Representative
California State University Employees Union
1129 10th Street
Sacramento, California 95814

Re: Implementation of Grievance Procedure Contract Changes

Dear Laxer:

This is to document our discussion regarding implementation of the negotiated changes to the Grievance Procedure in Article 7 and the Complaint Procedure in Article 8 of the 2007-2009 Agreement. We are in agreement that all grievances and complaints after January 16, 2007 will be using the new steps of the grievance procedure or, in the case of complaints, the complaint procedure. Grievances filed January 16, 2007 or earlier will be processed under the terms of the 2002-2006 contract.

We are in agreement, though, that any grievance not yet scheduled for arbitration, whether filed under the old or new contract may, if both parties agree, be scheduled under the Med-Arb Procedure (Sections 7.32 through 7.34). And, any complaint not yet heard at Level III may, if both parties agree, be scheduled under the Mediation Procedure (Section 8.21).

If you are in agreement, please sign below. Thank you for your assistance and cooperation in resolving this question.

Sincerely,



Sharyn Abernatha
CSU Chief Negotiator

Concurrence:



Teven Laxer
CSUEU Chief Negotiator

CSU Campuses
Bakersfield
Channel Islands
Chico
Dominguez Hills
East Bay

Fresno
Fullerton
Humboldt
Long Beach
Los Angeles
Maritime Academy

Monterey Bay
Northridge
Pomona
Sacramento
San Bernardino
San Diego

San Francisco
San José
San Luis Obispo
San Marcos
Sonoma
Stanislaus

TH
Shawn Alenark
2/6/07

TA
Steven C. Lopez
2/6/07

SIDE LETTER OF AGREEMENT #3

IMPLEMENTATION OF CHANGES TO PROVISIONS 9.10 AND 9.12

The parties agree that campuses will have until March 16, 2007 to determine whether the part-time probationary employees meeting the criteria listed below have successfully completed probation.

The probationary employee:

- Is less than full time, and
- Effective January 16, 2007 has been on probationary status for less than the equivalent of one (1) year of full-time status and for eleven (11) or more calendar months,

Any employee who has been on probation less than eleven (11) calendar months will be subject to provisions 9.10 through 9.14 of the 2007-2009 collective bargaining agreement.

SIDE LETTER OF AGREEMENT #4

*HUMAN RESOURCES
Labor Relations
401 Golden Shore, 4th Floor
Long Beach, CA 90802-4210
562-951-4400/Fax 562-951-4890*

Sharyn Abernatha
*Labor Relations Manager
sabernatha@calstate.edu*

February 23, 2007

Mr. Teven Laxer
Senior Labor Relations Representative
California State University Employees Union
1129 10th Street
Sacramento, CA 95814

Re: Article 9, Probation, Part-Time Employees

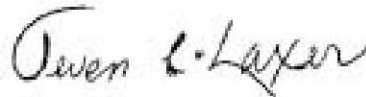
Dear Mr. Laxer:

This is to document our discussion regarding the status of part-time employees in units 2, 5, 7 and 9. We are in agreement that, as referenced in provisions 9.14, 9.52 and 9.54, part-time employees must have a time base of at least 50% in order to be considered probationary employees and qualify for permanent status. Employees who are appointed to a time base of less than 50% shall be considered temporary employees and they shall not be eligible for permanent status.

If you are in agreement, please sign below. Thank you for your assistance and cooperation in resolving this question.



Sharyn Abernatha
CSU Chief Negotiator



Teven Laxer
CSUEU Chief Negotiator

CSU Campuses
Bakersfield
Channel Islands
Chico
Dominguez Hills
East Bay

Fresno
Fullerton
Humboldt
Long Beach
Los Angeles
Maritime Academy

Monterey Bay
Northridge
Pomona
Sacramento
San Bernardino
San Diego

San Francisco
San José
San Luis Obispo
San Marcos
Sonoma
Stanislaus

SIDE LETTER OF AGREEMENT #5

SHIFT DIFFERENTIAL BONUS

IMPLEMENTATION OF PROVISION 20.12

February 6, 2007

To implement provision 20.12 of the collective bargaining agreement regarding shift differentials, the parties agree to the following:

1. The shift differential provided in provision 20.12 of the 2007-2009 contract shall take effect beginning with the January 2007 pay period.
2. Employees eligible for the shift differential in provision 20.12 for the February 2007 pay period shall receive, in addition to the shift differential of this provision, a bonus payment by no later than April 30, 2007.
3. The bonus amount for each employee shall be determined by dividing the total bonus pool of \$398,500 by the number of eligible employees as determined in section two (2) above.
4. The actual amount of the individual employee's lump sum payment shall be minus applicable taxes and withholdings for Social Security and Medicare, subject to overtime calculations only in the pay period in which the payment is issued. There shall be no withholdings for CalPERS or PST retirement.

SIDE LETTER OF AGREEMENT #5 – Revised

SHIFT DIFFERENTIAL BONUS

IMPLEMENTATION OF PROVISION 20.13

April 26, 2007

To implement provision 20.13 of the collective bargaining agreement regarding shift differentials, the parties agree to the following:

1. The shift differential provided in provision 20.13 of the 2007-2009 contract shall take effect beginning with the January 2007 pay period.
2. Employees eligible for the shift differential in provision 20.13 for the February 2007 pay period shall receive, in addition to the shift differential of this provision, a bonus payment by no later than April 30, 2007.
3. The bonus amount for each employee shall be determined by dividing the total bonus pool of \$398,500 by the number of eligible employees as determined in section two (2) above.
4. The actual amount of the individual employee's lump sum payment shall be minus applicable taxes and withholdings for Social Security and Medicare, subject to overtime calculations only in the pay period in which the payment is issued. There shall be no withholdings for CalPERS or PST retirement.

SIDE LETTER OF AGREEMENT #6

ARTICLE 20

**MINIMUM SALARY RATES
JANUARY 2007**

November 14, 2006

The parties agree that effective with the January 2007 pay period the minimums of the salary ranges of the classifications listed below will be increased to the amount indicated:

<u>Class Code</u>	<u>Title</u>	<u>Unit</u>	<u>Minimum Monthly Rate</u>
0104	Maintenance and Laborer Trainee	5	\$1,300
1120	Clerical Trainee	7	\$1,300
1521	Technician Trainee	9	\$1,300
7165	Interpreter/ Transliterator I AY	9	\$1,300

The minimum rates will be adjusted for the GSI and any Market Salary Adjustment in the August 2006 pay period and will be brought up to the \$1300 minimum rate effective as of the January 2007 pay period.

Any employees whose salary rate is less than the new minimum rate will have his/her salary rate increased to the new minimum rate effective with the January 2007 pay period.



California State University Employees Union (CSUEU), SEIU 2579/CSEA

SIDE LETTER OF AGREEMENT #7

November 14, 2006

Ms. Jackie McClain
Vice Chancellor, Human Resources
Office of the Chancellor
California State University
401 Golden Shore
Long Beach, CA 90802

Dear Ms. McClain:

This is to confirm our discussion during contract negotiations regarding CSUEU's position on market salary increases. Based upon input from our members that their collective wages have fallen far behind the cost-of-living due to low or no general salary increases for many years, CSUEU requested that more monies be directed to General Salary Increases than to Market Salary Increases over the life of the 2006/09 contract.

Although the Union is concerned about the number of classifications where the salaries are less than that paid to comparable classifications in other institutions, CSUEU did not accept CSU's proposal which would have directed more available money to Market Salary increases than to general salary increases.

We understand that-the impact of this decision will be that at the end of this 2006-2009 contract, we will not have substantially reduced existing market lags. In future years, we can address market lags.

Sincerely yours,

Pat Gantt,
Employees Union



California State University Employees Union (CSUEU), SEIU 2579/CSEA

SIDE LETTER OF AGREEMENT #8

January 8, 2007

Ms. Sharyn Abematha
Manager, Labor Relations
Office of the Chancellor
California State University
401 Golden Shore
Long Beach, CA 90802-4210

Dear Ms. Abematha:

Pursuant to our telephone conversation of January 7, 2007, this is to reiterate in writing what the CSUEU bargaining team stated on numerous accessions at the bargaining table during 2006 negotiations between CSUEU and CSU.

For fiscal year 2006/07, pursuant to Article 20, Section 20.5, of the Tentative Agreement between CSUEU and CSU, CSUEU has determined that the 0.324% market salary adjustment shall be distributed to all classifications represented by CSUEU, effective with the August 2006 pay period.

Sincerely yours,

Teven C. Laxer
Senior Labor Relations Representative

cc: Sam Strafaci, Assistant Vice Chancellor, Human Resources, CSU
Pat Gantt, President, CSU Employees Union, SEIU Local 2579
CSUEU Bargaining Councils
CSUEU Division Council
Virginia Watts, CSUEU Administrator
CSUEU Staff

SIDE LETTER OF AGREEMENT #9

ARTICLE 21

PARKING FEES

~~If, at the expiration of the 2006-2009 collective bargaining agreement (June 30, 2009), the parties agree to extend the contract through June 2010, or any portion thereof, or if the parties are unable to reach agreement on a successor contract by September 1, 2009, the parties agree to negotiate in good faith a side letter of agreement so that on campuses where students are paying higher parking fees than CSUEU represented employees, those employees will pay the same fee either:~~

~~(a) Effective September 2009, or~~

~~(b) By prorating the increase beginning September 2009 to reach the same amount as paid by the students by June 2010.~~

(Rescinded May 10, 2007 – See Side Letter #15)

SIDE LETTER OF AGREEMENT #10



February 6, 2007

Mr. Teven Laxer
Senior Labor Relations Representative
California State University Employees Union
1129 10th Street
Sacramento, CA 95814

Re: Implementation of Fee Waiver Contract Changes

Dear Mr. Laxer:

This is to document our discussion regarding implementation of the negotiated changes to the fee waiver program in Article 22 (provisions 22.25 through 22.z3) of the Tentative Agreement. We are in agreement that all the Fee Waiver changes will be implemented at each campus for the next quarter or semester after January 16, 2007. Each campus will determine, based on factors such as, but not limited to, the start date of the semester or quarter and fee waiver processing dates, the implementation date of the negotiated changes.

If you are in agreement, please sign below. Thank you for your assistance and cooperation in resolving this question.

Sincerely,

A handwritten signature in black ink that reads "Sharyn Abernethy".

Sharyn Abernethy
CSU Chief Negotiator

Concurrence:

A handwritten signature in black ink that reads "Teven Laxer".

Teven Laxer
CSUEU Chief Negotiator

2/7/2007

SIDE LETTER OF AGREEMENT #11

ARTICLE 23

WORKPLACE VIOLENCE POLICY

May 25, 2006

California State University agrees to advise all campuses that each campus is to have a workplace violence policy. Any campus that does not have such a policy is to draft such a policy within six (6) months of ratification of this successor Agreement.

SIDE LETTER OF AGREEMENT #12

ARTICLE 25

**DISCRIMINATION COMPLAINT PROCEDURE
EXECUTIVE ORDER 928, OR ANY SUPERCEDING EXECUTIVE ORDER**

April 25, 2006

The parties agree that CSUEU has the right to file a complaint under Executive Order 928 (or any superseding Executive Order) alleging discrimination or sexual harassment against more than one CSUEU represented employee. The CSUEU agrees to identify the employees/grievants when so requested and to identify the alleged harm to those employees/grievants.

SIDE LETTER OF AGREEMENT #13

ARTICLE 27

WORK SHIFTS

September 14, 2006

California State University (CSU) and the California State University Employees Union (CSUEU) agree to form a systemwide Labor Management Committee pursuant to Article 27. The purpose of this Committee will be to explore and review the application of various work shifts to employee's holiday pay, release time, and other pay or leave credits.

The recommendations of the Labor Management Committee will be submitted to the Vice Chancellor of Human Resources and/or designee by two to four representatives of the Labor Management Committee who are chosen by the Labor Management Committee. The Vice-Chancellor and/or designee will respond in writing. Some recommendations may be remanded to the Labor Management Committee for additional discussion and consideration.

SIDE LETTER OF AGREEMENT #14



*HUMAN RESOURCES
Labor Relations
401 Golden Shore, 4th Floor, Long Beach, CA 90802-4210
562-951-4400 / Fax 562-951-4890*

*Sharyn Abernatha
Labor Relations Manager
saberatha@calstate.edu*

www.calstate.edu

May 7, 2007

Mr. Teven Laxer
Senior Labor Relations Representative
California State University Employees Union
1129 10th Street
Sacramento, CA 95814

Re: SSI Eligibility

Dear Mr. Laxer:

This is to confirm our discussion regarding SSI Eligibility under the terms of the 2007 – 2009 collective bargaining agreement.

CONTRACT:

Provisions 20.26 - 20.35 state the guidelines for issuing an SSI to probationary, permanent and temporary employees who are below the SSI maximum on their Anniversary Date, provided they have satisfactory performance.

Provision 20.27 provides for a bonus for eligible employees who were at or above the SSI maximum on July 1, 2006.

SSI maximums were increased by 8.324% on July 1, 2006. (Provision 20.4)

Employees received a GSI of 3% and a market increase of .324% effective with the August 2006 pay period. (Provisions 20.4 and 20.7)

CSU Campuses
Bakersfield
Channel Islands
Chico
Dominguez Hills
East Bay

Fresno
Fullerton
Humboldt
Long Beach
Los Angeles
Maritime Academy

Monterey Bay
Northridge
Pomona
Sacramento
San Bernardino
San Diego

San Francisco
San José
San Luis Obispo
San Marcos
Sonoma
Stanislaus

Mr. Teven Laxer
May 7, 2007
Page 2 of 2

ISSUE:

Some employees who were over the old SSI maximum were under the new SSI maximum as of July 1, 2006 and, therefore, not eligible for the SSI bonus. However, after receiving their GSI and Market Salary Increases, they were over the new SSI maximum and, thus, not eligible for an SSI on their anniversary date.

Example:

SSI Max 6/30/06	\$3381
Salary 7/1/06	\$3654
SSI Max 7/1/06	\$3662
Set Anniversary Date to 04/01/07	
Salary After GSI and Market Increases (8/2/06)	\$3775
SSI Max 8/2/06	\$3662

AGREEMENT:

It is agreed that the employees who were ineligible for the SSI bonus on July 1, 2006 because their salaries were below the SSI maximum and were ineligible for an SSI on their anniversary date in fiscal year 2006-07 as a result of the GSI and Market Salary Increase should receive the bonus. Please sign below to indicate your concurrence.

Sincerely,



Sharyn Aberratha
Senior Labor Relations Manager

Concurrence:



Teven Laxer
Senior Labor Relations Representative

SIDE LETTER OF AGREEMENT #15

PARKING FEES AND GENERAL SALARY INCREASE

May 10, 2007

1. The individual salary rates of all employees in CSUEU-represented bargaining units shall be increased by one percent (1.0%), retroactive to January 1, 2007.
2. The minimum, SSI maximum and the maximum of all salary ranges shall be increased by one percent (1.0%), retroactive to January 1, 2007.
3. The following increases in parking fees shall be effective upon the implementation of a program to equalize faculty and student parking fees. Effective July 1, 2007, parking fees for employees in CSUEU-represented bargaining units shall be increased by the cumulative percentage amount of the General Salary Increase (GSI) for FY 2006/07 [four percent (4%)].
4. For FY 2007/08, parking fees for employees in CSUEU-represented bargaining units shall be increased by the percentage amount of the General Salary Increase (GSI) for FY 2007/08. If the CSU receives revenues in its final budget consistent with provisions 20.5 and 20.6 of the CSUEU-CSU Agreement, then the increase will take effect no earlier than the first pay period thirty (30) days after the final approval of the CSU budget. If the CSU does not receive revenues in the final CSU budget consistent with provisions 20.5 and 20.6 of the CSUEU-CSU Agreement and the parties reopen bargaining on salary pursuant to Article 29 (Duration & Implementation), then the increase will take effect no earlier than the first pay period thirty (30) days after the implementation of the GSI for that year. Deductions will be retroactive to the date of the first pay period thirty (30) days after the final approval of the CSU budget for that fiscal year.
5. In each fiscal year of the CSUEU-CSU agreement thereafter, parking fees will be increased by the percentage amount of the General Salary Increase (GSI) for that fiscal year. If the amount of the GSI has been contractually established by the parties prior to the commencement of the fiscal year, then the increase will take effect no earlier than the first pay period thirty (30) days after the final approval of the CSU budget. If the parties re-open bargaining on salary in FY 2008/09 and/or 2009/10, pursuant to Article 29 (Duration & Implementation), then the increase will take effect no earlier than the first pay period thirty (30) days after the implementation of the GSI for that fiscal year. Deductions will be retroactive to the date of the first pay period thirty (30) days after the final approval of the CSU budget for that fiscal year.
6. Under no circumstances shall parking fees on any campus exceed those paid by CSU students in any given fiscal year. As of the date of this Side Letter, should student parking fees on any campus be less than those parking fees paid by CSUEU-represented employees, they will not be lowered to the student rate.

7. CSUEU-represented employees employed at two or more campuses shall not be required to purchase multiple parking passes. Procedures to implement the terms of this provision shall be determined by the CSU. This procedure will permit parking at all campuses where a CSUEU-represented employee is employed, provided that the employee has purchased a parking permit during the same timeframe at a CSU campus.
8. This Side Letter supersedes Article 21, provisions 21.16 and 21.17, as well as Side Letter 9 on Parking Fees, dated October 27, 2006.

SIDE LETTER OF AGREEMENT #16

ARTICLE 20

2007 REOPENER

November 28, 2007

CSU and CSUEU have agreed to the enclosed, revised Article 20, with the exception of Provision 20.8, effective retroactive to July 1, 2007.

However, CSU argues the money should be distributed to address market equity issues. CSUEU disagrees, arguing that the CSU has not done enough to move employees through their open ranges. The parties have agreed to continue the mediation/fact-finding process over the distribution of the additional .25%.

SIDE LETTER OF AGREEMENT #17

MEMORANDUM OF UNDERSTANDING ADMINISTRATIVE LEAVE - FIRES - OCTOBER 2007

November 29, 2007

This Memorandum of Understanding addresses time reporting issues of employees during the period of disruption as a result of the devastating fires in Southern California in October 2007, pursuant to provision 20.52 of the CSUEU-CSU's 2007-2009 Collective Bargaining Agreement.

Certain Southern California campuses suffered varying degrees of disruption as a result of current fires, and some employees may have been displaced from their homes. To assure consistency among the campuses, the following side letter has been negotiated between the California State University (CSU) and the California State University Employees Union (CSUEU) to account for time during this period of disruption:

A. Campus closed to all or selected faculty and staff:

1. Administrative leave shall be granted to all employees who were both scheduled to work and were denied access to the campus during the period(s) of closure, except as provided in 2 and 3 below.
2. During periods of full or partial campus closure, employees who previously scheduled sick leave, vacation, personal holiday or CTO during the period the campus was in full or partial closure will still be charged for that time
3. Employees who would have been absent on any day of closure because they were in non-pay status shall not be granted administrative leave. Examples would be an employee under a disciplinary suspension or an employee in non-pay status because he/she has been AWOL. The period of full or partial closure shall not be counted toward the five-day automatic resignation period.
4. Employees required to report to work during the closure but were unable because of the emergency conditions (for example, closed commute routes, evacuation, fire damage, or care for family members) shall be placed on administrative leave.
5. Employees required to report to work during the campus closure, regardless of whether they performed their normal assignment, shall be eligible for emergency pay pursuant to Provision 20.52. In addition to emergency pay provided in 20.52, any non-exempt employee who did report to work during the closure shall receive informal time off in the form of a half-hour per hour worked as informal time off with pay. This informal time off must be mutually scheduled between the employee and his/supervisor within one hundred eighty days (180) of the emergency campus closure day the employee worked.

6. If the employee and the appropriate administrator are unable to reach an agreement on scheduling the informal time off within one hundred eighty (180) days, the following procedure shall apply:

a. The employee may suggest three (3) alternative, non-overlapping periods of time to be completed no later than September 30, 2008 to utilize the informal time off. The appropriate administrator shall agree to one of the three (3) scheduling options submitted by the employee.

b. If the employee fails to submit three (3) scheduling options for use of the informal time off, the appropriate administrator will direct the use of informal time off on days to be determined by the appropriate administrator.

B. Campus opens:

Employees who elected not to report to work during this fire period must use accrued vacation, personal holiday, CTO, or be placed on a leave of absence without pay, as appropriate.

C. Campus partially open:

If the President deemed it safe to partially open the campus, emergency pay provisions of a collective bargaining agreement are only available to those employees working in a campus area subject to closure.

D. Employees whose homes were destroyed or severely damaged by fire:

An employee who could not report to work because his/her home was destroyed or severely damaged by fire shall be granted three consecutive days of administrative leave, inclusive of any administrative leave granted as a result of a full or partial campus closure. If an impacted employee needs additional time, administrators are encouraged to work with the employee to schedule vacation, as needed.

E. Employees directed to leave their homes due to mandatory evacuations:

For those employees who were directed to leave their homes due to a mandatory evacuation and could not report to work due to issues related to that evacuation, administrators are encouraged to work with the employees to use vacation, as needed. This time is inclusive of any administrative leave granted as a result of a full or partial campus closure.

F. This Agreement resolves any and all issues pertaining to absences during the October 2007 Southern California fires and does not set a precedent for any future emergency situation on a campus or campuses.

SIDE LETTER OF AGREEMENT #18

**TRAINEE SALARY RATES
JANUARY 2008**

December 13, 2007

The parties agree that effective with the January 2008 pay period the salary ranges of the classifications listed below will be increased to the amount indicated:

<u>Class Code</u>	<u>Title</u>	<u>Unit</u>	<u>Minimum Monthly Rate</u>
0104	Maintenance and Laborer Trainee	5	\$1,387
1120	Clerical Trainee	7	\$1,387
1521	Technician Trainee	9	\$1,387

Any employees whose salary rate is less than the new minimum rate will have his/her salary rate increased to the new minimum rate effective with the January 2008 pay period.

SIDE LETTER OF AGREEMENT #19

January 17, 2008

I. Systemwide Funded In-Range Progressions (IRPs)- Effective January 1, 2008

The Parties agree to dedicate systemwide funds toward the existing In-Range Progression (IRP) Program. The specifics are detailed below:

A. Available Funds

1. The Parties agree that systemwide funds totaling \$1,661,250 (the equivalent of a 0.25% GSI), which is inclusive of the cost of salary and benefits, shall be spent on IRPs in FY 2007/08. These systemwide funds shall be referred to as "Systemwide Funded IRPs."
2. Systemwide Funded IRPs, defined in Section I.A.1., shall be divided among campuses based on a pro-rata share, as identified in the 2007/08 final budget allocation of CSUEU-represented employees' salaries.
3. The Parties agree that this \$1,661,250 systemwide funded IRP pool is not intended to supplant funds that campuses have already spent or have committed to spend on IRPs for FY 2007/08, prior to January 1, 2008. As of the date of this Agreement, campuses have already approved approximately \$1,200,000 (annualized) in IRP salary increases in FY 2007/08. The \$1,661,250 million (inclusive of benefits) is a contractual commitment beyond the \$1,200,000 already expended, and beyond any additional campus funds campuses choose to spend for FY 2007/08.
4. Campuses shall be encouraged to spend additional campus funds for IRPs during the life of the collective bargaining agreement.
5. IRPs are increases to the employee's base pay.

B. Distribution of Funds

1. Systemwide Funded IRPs shall be awarded based on provision 20.40 and campus procedures, in addition to the following:
 - a. An Employee who requested an IRP and whose request was denied between January 2007 and December 2007, may resubmit the request. The campus need not conduct any additional review when reconsidering denials and may use documentation already provided. An IRP reconsidered under this provision shall be retroactive to January 1, 2008.
 - b. Each campus shall process requests for Systemwide Funded IRPs as soon as possible after the Parties have reached agreement and distributed guidance to the campuses, but Systemwide Funded IRPs awarded in FY 2007/08 shall be retroactive to January 1, 2008.

- c. The granting of a Systemwide Funded IRP may put an employee at or above the SSI maximum of his/her salary range. If the Systemwide Funded IRP would put the employee's salary at or above the SSI maximum and the employee has already been awarded an SSI, then the Systemwide Funded IRP will be effective at the beginning of the next pay period following the effective date of the SSI. The savings from the delay in the award of the Systemwide Funded IRP will be added to the Systemwide Funded IRP pool to be used for bonuses in 2008/09 as described in I.B.7.
 - d. The granting of an IRP may not put the employee over the salary range maximum.
 - e. Pursuant to provision 20.40.c. of the collective bargaining agreement, the decision of the President is final and not subject to either Article 7, Grievance procedure, or Article 8, Complaint Procedure.
2. For tracking and administrative purposes, Systemwide Funded IRPs, as identified in I.A.1. above, will be separately coded.
3. If an IRP is awarded using both Systemwide Funded IRP money and other campus money, the Systemwide Funded IRP portion must be effective January 1, 2008. For Employment History documentation purposes, the campus funded IRP will be distinguished from the Systemwide Funded IRP and must not be effective on the same date.
4. One-time funds (approximately \$666,400 or \$830,650 including benefits) generated as a result of the delay in implementation of this Systemwide Funded IRP program from July 1, 2007 to a January 1, 2008 effective date, shall be equally distributed as a one-time bonus. Specifically, employees who, as of July 1, 2007, are at or above the SSI maximum subsequent to the July SSIs processing shall receive a bonus in the amount of seven hundred dollars (\$700), less applicable withholdings. This bonus shall be paid to eligible employees no later than February 29, 2008.
5. If an employee receives less than a one-percent (1%) SSI during FY 2007/08 because the employee reaches the SSI maximum, the employee shall also receive the total bonus specified in provision B (4) above. Other than employees who receive less than a full one percent (1%) SSI, no employee shall receive both a bonus and an SSI increase to base pay
6. Should a campus not use in FY 2007/08 the entire amount allocated to that campus for the Systemwide Funded IRPs, the unspent amount shall be rolled over to be spent, awarded or used in FY 2008/09 on that campus.
7. The one-time funds resulting from the Systemwide Funded IRPs and one-time bonuses not being awarded in FY 2007/08 will be referred to a systemwide labor/management committee to determine distribution after

the remaining Systemwide Funded IRPs are awarded and the amount of one-time savings for FY 2008/09 is calculated.

8. The Chancellor's Office shall not direct campuses to target specific classifications for IRPs.

C. Reports

1. The Chancellor's Office will provide the CSUEU with the following information in the standard reporting format:
 - a. An electronic report of all employees receiving Systemwide Funded IRPs. This data will be provided no later than ninety (90) days following the implementation of this increase.
 - b. An electronic report of all employees receiving a bonus under I.B.4. and I.B.5. above. This data will be provided within sixty (60) days of the bonus being paid.

II. Bonus Plans – Provision 20.38

- A. Section 20.38 (e) shall be revised as follows: “An individual or group bonus may be awarded for exceptional performance and/or in recognition of additional workload. Prior to issuing an award for exceptional performance, the performance criteria must be written and made known to employees prior to the performance period.”

III. The Parties agree this Side Letter resolves all open issues pertaining to Salary and Benefits reopener negotiations for FY 2007/08.

IV. The Parties agree to begin meeting to address compensation for FY 2008/09.

SIDE LETTER OF AGREEMENT #20

ATHLETIC TRAINER SERIES IMPLEMENTATION

February 7, 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 may be submitted to the employee's Human Resources Office at any time. 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.

SIDE LETTER OF AGREEMENT #21



*HUMAN RESOURCES
Labor Relations
401 Golden Shore, 4th Floor, Long Beach, CA 90802-4210
562-951-4400 / Fax 562-951-4890*

*Sharyn Abernatha
Labor Relations Manager
saberatha@calstate.edu*

www.calstate.edu

July 30, 2008

Mr. Teven Laxer
Sr. Labor Relations Specialist
California State University Employees Union
1129 10th Street
Sacramento, CA 95814

Re: California Maritime Academy, Cruise Salary Schedules

Dear Mr. Laxer:

The University proposes to add cruise salary schedules for the Food Service Worker I Lead classification and the Food Service Worker II Lead classification. The California Maritime Academy currently has the following classifications:

<u>Class Code</u>	<u>Title</u>	<u>Cruise Schedule</u>
0308	Food Service Worker I	Yes
0310	Food Service Worker I Lead	No
0309	Food Service Worker II	Yes
0311	Food Service Worker II Lead	No

Enclosed are the proposed salary schedules for a cruise schedule for Classification Codes 0310 and 0311.

CSU Campuses
Bakersfield
Channel Islands
Chico
Dominguez Hills
East Bay

Fresno
Fullerton
Humboldt
Long Beach
Los Angeles
Maritime Academy

Monterey Bay
Northridge
Pomona
Sacramento
San Bernardino
San Diego

San Francisco
San José
San Luis Obispo
San Marcos
Sonoma
Stanislaus

Mr. Teven Laxer
July 30, 2008
Page 2 of 3

If you have any questions about these proposed salary schedules or wish to discuss them, please let me know as soon as possible, but no later than August 11, 2008. If you have no objections, please let me know so the campus can implement them as appropriate.

Sincerely,



Sharyn Abernatha
Senior Manager
Collective Bargaining

Enclosure

cc: Larry Fisher

Concurrence:



Teven Laxer Date
Senior Labor Relations Representative
CSUEU

Addition of the Cruise Salary Schedule for Food Service Worker I and II Lead Positions

0308 Food Service Worker I

	A	Cruise	E	C
Min	2,099	2,068	1,924	1,749
	25,188	24,816	23,088	20,988
Service Max	2,997	2,954	2,747	2,498
	35,964	35,448	32,964	29,976
Max	3,147	3,101	2,885	2,623
	37,764	37,212	34,620	31,476

98.52%

0310 Food Service Worker I Lead

	A	Cruise	E	C
Min	2,512	2,475	2,303	2,093
	30,144	29,700	27,636	25,116
Service Max	3,591	3,538	3,292	2,993
	43,092	42,456	39,504	35,916
Max	3,769	3,713	3,455	3,141
	45,228	44,556	41,460	37,692

98.53%

0309 Food Service Worker II

	A	Cruise	E	C
Min	2,251	2,219	2,063	1,876
	27,012	26,628	24,756	22,512
Service Max	3,217	3,170	2,949	2,681
	38,064	38,040	35,388	32,172
Max	3,378	3,330	3,097	2,815
	40,536	39,960	37,164	33,780

98.58%

0311 Food Service Worker II Lead

	A	Cruise	E	C
Min	3,095	3,051	2,837	2,579
	37,140	36,612	34,044	30,948
Service Max	4,423	4,360	4,054	3,686
	53,076	52,320	48,648	44,232
Max	4,643	4,577	4,256	3,869
	55,716	54,924	51,072	4,628

98.58%

SIDE LETTER OF AGREEMENT #22

IRP INFORMATION REQUESTS

September 17, 2008

1. In addition to the electronic reports regarding recipients of In-Range Progressions (IRPs) in FY 2007/08 already agreed to in a side letter, dated 22 January 2008, the CSU agrees to the following:
 - a. If a campus produces logs or their equivalent identifying applicants for In-Range Progressions, copies of the logs or their equivalent shall be provided to CSUEU at no cost. CSU shall provide all of the information below if it appears on these logs.
 - b. the name of the employee,
 - c. whether the IRP was approved or not approved;
 - d. his/her classification and bargaining unit, and
 - e. whether the IRP was initiated by the employee or an administrator;
 - f. the amount of the increase, if any, and/or
 - g. the percentage of the increase, and
 - h. the effective date of the increase.

If a digital version of the log was created, CSUEU shall receive a digital copy at no cost.

2. CSU will provide CSUEU with copies of requests for IRPs. If there are any notes written on the requests by managers, CSU reserves the right to redact those comments and, if redacted, CSUEU agrees to pay for the reasonable costs of redacting such comments.
3. CSU will provide CSUEU with copies of letters granting the request for an in-range progression.
4. CSUEU will be provided with a systemwide report of in-range progressions that were denied during the fiscal year. The report will not contain personally identifiable information but will contain the following information:
 - a. Number of employees denied an IRP by campus for campus requests by category of denial (such as, budget, performance, criteria not met, not supported by department, unspecified).
 - b. Number of employees denied an IRP by campus for systemwide requests by category of denial (such as, budget, performance, criteria not met, not supported by department, unspecified).
5. CSUEU shall pay CSU for the reasonable costs of copying the IRP requests and the letters granting those requests, if billed by the campus.

6. CSUEU shall pay CSU the reasonable cost of locating IRP requests and the correspondence granting the IRP, if billed by the campus.
7. CSU will provide CSUEU with estimates of any costs in advance.
8. Each campus shall provide the above information for 2007-2008 IRPs to CSUEU within sixty (60) days.
9. CSU, at its discretion, may provide CSUEU management notes or correspondence, including letters of denial, except letters stating the denial was for performance reasons, pertaining to the evaluation of the IRP request.
10. CSU will provide, in accordance with this Settlement Agreement, the information requested and not provided that is the subject of Unfair Labor Practice Charges SF-CE-855-H and LA-CE-927-H. CSUEU will withdraw the Unfair Labor Practice Charges. CSUEU will withdraw Grievances R002-2005-316 and R002-2006-012, which are related to LA-CE-927-H.

SIDE LETTER OF AGREEMENT #23

ARTICLE 26

CMA CRUISE

April 16, 2009

26.1 This article applies to all employees who are assigned to go on cruise.

Food Service Series Cruise Calendar Employees

26.2 The following provisions refer to employees in Food Service Series classifications who are scheduled to work on the same basis as employees under an Academic Year Pay plan and who are required to work one (1) cruise per year.

- (a) For Food Service Series cruise calendar employees at the California Maritime Academy one year of service is equivalent to an academic year, plus one cruise.
- (b) Food Service Series cruise calendar employees serving in a cruise year appointment do not accrue vacation credits and are not eligible for paid vacation.
- (c) Food Service Series cruise calendar employees are entitled to all days designated in the campus academic calendar as academic holidays, or any other day designated by the Governor for a public fast or holiday. If the time base is less than full-time, this provision will be applied on a pro rata basis.
- (d) At the completion of a worked cruise, Food Service Series cruise calendar employees earn forty (40) hours of CTO to be used during the following calendar year terms.

Incidental Pay Premium

26.3 All employees who are required to go on cruise are to receive five dollars (\$5.00) per day incidental pay for each day worked on a California Maritime Academy Cruise. This allowance is provided to all employees while on cruise, and not just to those in Food Service series positions.

Employee Reimbursement

26.4 If any employee is required to obtain or renew their passport for cruise purposes, the cost of doing so shall be reimbursed by CMA.

26.5 If any employee is required to obtain or renew a Merchant Mariner Credential/Document (Z card), Transportation Worker Identification Credential (TWIC card), or any other document and/or credential required by a

governmental agency for cruise purposes, the cost of doing so shall be reimbursed by CMA.

26.6 If any employee is required to obtain a physical exam, x-ray, vaccination or medical or drug/alcohol testing for cruise purposes, the cost -- including time off (not to exceed four hours) -- will be borne by CMA.

26.7 If and when any employee performs any classroom instruction, that individual will receive a separate lecturer appointment.

SIDE LETTER OF AGREEMENT #24
PROCEDURES FOR INFORMATION TECHNOLOGY STAFF
SERVING ONBOARD THE TRAINING SHIP GOLDEN BEAR
CALIFORNIA MARITIME ACADEMY

April 24, 2009

This document puts forth procedures for Information Technology (IT) staff members who serve onboard the California Maritime Academy's Training Ship Golden Bear (TSGB) and addresses both their needs and the business needs of the ship. It supersedes all other instructions or information pertaining to working hours and overtime for IT staff serving onboard the TSGB.

The greatest demand on IT time during the cruise is during the first two (2) weeks of each cruise following which the workload tapers off. The intent of the following instructions is to embrace the CBA in all respects while also addressing the peak workload situation at the start of cruise.

I. Work Week

1. A normal work week (as defined in the CBA) consists of forty (40) hours in a seven (7) day period beginning at 12:01 a.m. on Sunday and ending at 12:00 midnight the following Saturday.
2. Overnight leave while in port must be approved by the Captain or Chief Engineer (depending on who is the designated onboard supervisor).

II. Overtime for non-exempt employees

A. First Fourteen (14) Consecutive Calendar Days of a Cruise

1. The IT staff member on cruise is pre-approved to work a maximum of twenty-four (24) hours overtime based on the business needs of the ship during the first fourteen (14) days of a cruise. If more than one IT support staff member is onboard, each IT staff member will be pre-approved to work a maximum of fourteen (14) hours overtime based on the business needs of the ship during the first fourteen (14) days of a cruise.
2. It is preferred that these twenty-four (24) pre-approved overtime hours referenced in A (1) above be worked over the first two (2) weekends at sea.
3. Any overtime beyond the pre-approved maximum referenced in A (1) above of either twenty-four (24) hours for a sole IT staff member on cruise or fourteen (14) hours if more than one IT staff member is above, must be pre-approved as described in Section B below and shall conform to the call-back provisions written in Sections 19.17 and 19.18 of the CBA.

B. Remainder of the Cruise (Commencing On the 15th Day)

1. All overtime beyond the first fourteen (14) days must be pre-approved in writing by one of the following individuals prior to commencing overtime work.
 - Captain
 - Chief Engineer
 - Chief Information Officer (CIO)
 - Director of IT
2. In accordance with Section 19.4 of the Collective Bargaining Agreement, "overtime shall be authorized and assigned by the appropriate administrator."
3. Overtime will only be authorized when IT services fail that affect critical ship business functions or groups of individuals. Examples include but are not limited to the following:
 - a) Satellite communication problems that impact the ship
 - b) Learning Management System (LMS) problems that affect a class or all users
 - c) Exchange/email problems affecting groups (such as faculty or students) or all individuals.
 - d) The failure of an instructor's workstation that prevents an instructor from teaching a class
4. If work performed outside of normal duty hours was not preapproved, it can be submitted for approval after the work was performed as long as the work met the criteria referenced in B(3) above.

III. Posting of Duty Shifts and Whereabouts

1. The current duty schedule of each IT staff member serving on cruise shall be posted on the outside of the IT office door (see example in Appendix).
2. IT staff members should post their whereabouts on the outside of the IT office door whenever possible (including time out and when expected back).

IV. Shore Leave

Before disembarking from the ship, IT staff members shall check with the Captain or Chief Engineer to make certain that it is ok to disembark and while in port, daily verbal contact with the Captain (or the Chief Engineer) must be made to insure that there are no IT-related emergencies pertaining to ship's business. Overnight leave in port must be pre-approved by the Captain or Chief Engineer.

V. Reporting/Line of Authority

1. IT staff members on cruise will report to the Captain or Chief Engineer.
2. Day-to-day assignments and instructions shall be provided by the CIO or his/her designee.
3. The Captain of the ship, by virtue of command, may direct IT staff members to perform a duty or task. The Captain's orders are to be executed faithfully. If these orders result in overtime work, the overtime is to be immediately reported to the Director of IT and CIO.
4. At the conclusion of each day worked, each IT staff member onboard the ship is required to send a daily log of his/her time worked which details activities of the day, problems encountered and status reports. This report is to be emailed to the CIO.

APPENDIX

Notice to Post on Cabin Door

<p style="text-align: center;"><u>Do Not Disturb</u></p> <p style="text-align: center;">Outside of These Duty Hours</p> <p style="text-align: center;"><u>Duty Hours</u></p> <p>Monday: Tuesday: Wednesday: Thursday: Friday: Saturday:</p>

SIDE LETTER OF AGREEMENT #25

FISCAL YEAR 2008/2009 SALARY NEGOTIATIONS

May 4, 2009

1. The Parties agree that for Fiscal Year 2008/2009, no General Salary Increase, pursuant to Provision 20.6, no Market Salary Increase, pursuant to Provision 20.9, and no Service Salary Increase, pursuant to Provision 20.26, shall be implemented.
2. However, should the CSU implement any General Salary Increase, Market Salary Increase, Service Salary Increase, or Extended Performance Increase that is included in any current collective bargaining agreement or negotiate an increase to base salary with any other represented CSU employee group for Fiscal Year 2008/2009, after the execution of this Side Letter, CSUEU would have the option to initiate reopener bargaining, upon thirty (30) days notice to the CSU.
3. Provision 2 does not apply to programs such as in-range progressions, post promotion increases, and reclassifications. This also excludes any increases that might be negotiated or implemented for Bargaining Unit 12 or Bargaining Unit 13 employees.
4. The Parties agree that this Side Letter resolves all open issues pertaining to Salary reopener negotiations, for FY 2008/2009, pursuant to Provision 29.4.
5. All other provisions of Article 20 remain unchanged.

SIDE LETTER OF AGREEMENT #26

EXTENSION OF 2007-2009 CSUEU/CSU CONTRACT

May 5, 2009

1. The Parties agree to extend the January 16, 2007 – June 30, 2009 Collective Bargaining Agreement between CSUEU and CSU in its entirety until June 30, 2011.
2. The CSUEU may request to reopen the Salary Article (Article 20) of the collective bargaining agreement at any time between June 30, 2009 and June 30, 2011, upon thirty (30) days notice to the CSU. Upon receipt of a request to reopen the Salary Article, the Parties will agree on a sunshine schedule.
3. The Parties may request to negotiate a successor contract to the January 16, 2007 – June 30, 2011 contract pursuant to Provision 29.3.
4. Negotiations on economic issues in preparation for the budget request for the 2011/12 fiscal year, as provided in Section 3572 of the Higher Education Employer-Employee Relations Act, may commence after July 1, 2010, when one of the parties delivers to the other its proposals in writing.

SIDE LETTER OF AGREEMENT #27

LABOR MANAGEMENT COMMITTEE ON LONG-TERM COMPENSATION STRATEGY

May 5, 2009

1. Within ninety (90) days of the execution of this Agreement, the parties agree to form a Labor Management Committee (LMC). The LMC shall develop recommendations towards a long-term compensation strategy that meets the goals and objectives of both the CSUEU and the CSU. The goals shall be both clear and transparent.
2. Pursuant to Provision 27.5, the LMC shall be composed of twelve (12) voting members, six (6) selected by the CSUEU and six (6) selected by the CSU. Each party may select up to four (4) alternates. In addition, each party may assign a staff person to work with the LMC.
3. The LMC shall have two co-chairs, one selected by each party, who shall serve as Facilitators to assist the parties with their communication. If the two Facilitators mutually agree, they may request facilitation by State Mediation and Conciliation Services (SMCS) or Federal Mediation and Conciliation Services (FMCS). In the event there is no agreement regarding the need for facilitation, one of the co-chairs can also request facilitation by either SMCS or FMCS.
4. The LMC shall meet two consecutive days per month, every other month, unless extended by mutual agreement. Release time shall be provided to members of the LMC for the purpose of participating on the committee, pursuant to Provision 27.7.
5. The location of each meeting shall be mutually agreed upon by the parties.
6. The initial report of the LMC shall be prepared no later than June 15, 2010. The final report of the LMC shall be prepared by December 15, 2010, and shall be presented to the CSU Board of Trustees at their January 2011 meeting.

SIDE LETTER OF AGREEMENT #28

COMPRESSED AND ALTERNATE WORK SCHEDULES

June 9, 2009

18.11 An alternate work schedule will consist of a workweek beginning on a day other than Monday and may also constitute a compressed workweek.

An employee's manager may approve change requests to the alternate schedule after input from appropriate departments (e.g., Human Resources) on related impacts of the proposed change have been reviewed (e.g., timing, pay) and coordinated as appropriate. All schedule changes must be approved in advance.

18.12 Compressed workweeks are defined as the following schedules:

4/10: For those employees assigned a four (4) day workweek, the workday shall normally consist of four (4) consecutive days of ten (10) hours.

9/80: For those employees assigned a 9/80 work schedule, a schedule shall consist of nine (9) hour shifts on four (4) consecutive days during each calendar week plus an additional eight (8) hour shift every other week.

In calendar weeks in which the employee works the eight (8) hour shift, the eight (8) hour shift shall be worked on (1) the day following the fourth (4th) consecutive nine (9) hour workday or (2) on the day prior to the four (4) consecutive nine (9) hour workdays.

The President shall designate that the workweek period begins at the midpoint of the bi-weekly eight (8) hour day so that the first four (4) hours of the eight (8) hour shift shall fall within one workweek, and the last four (4) hours of the eight (8) hour shift shall fall within the next workweek. Accordingly, each workweek shall consist of forty (40) hours. An employee shall not be entitled to overtime pay unless the employee works in excess of the foregoing schedule.

The two possible schedules are:

Schedule A - Employee works a 9/80 schedule which consists of working nine (9) hour shifts each Monday through Thursday. Employee works every other Friday for eight (8) hours.

Schedule B - Employee works a 9/80 schedule which consists of working nine (9) hour shifts Tuesday through Friday. Employee works every other Monday for eight (8) hours.

3/12: For those employees assigned a 3/12 work schedule, a schedule shall consist of twelve (12) hour shifts on three (3) consecutive days during

each calendar week plus an additional eight (8) hour shift every other week.

The President shall designate that the workweek period begins at the midpoint of the bi-weekly eight (8) hour day of each employee on the 3/12 work schedule so that the first four (4) hours of the eight (8) hour shift shall fall within one workweek, and the last four (4) hours of the eight (8) hour shift shall fall within the next workweek. Accordingly, each workweek shall consist of forty (40) hours. An employee shall not be entitled to overtime pay unless the employee works in excess of the foregoing schedule.

SIDE LETTER OF AGREEMENT #29

OVERTIME

PROVISION 19.1

June 9, 2009

Overtime Compensation

- 19.1 Overtime is defined as authorized time worked in excess of forty (40) hours in a work week of seven (7) consecutive twenty-four (24) hour periods.

For employees assigned to a five (5) day per week schedule of forty (40) hours or less or a 4/10 work schedule, the work week shall begin at 12:01 a.m. on Sunday and end at 12:00 midnight the following Saturday. For employees assigned to a 9/80 or a 3/12 work schedule, the work week shall begin at the midpoint of an employee's scheduled eight (8) hour day and end at the same time seven (7) consecutive twenty-four (24) hour periods later.

SIDE LETTER OF AGREEMENT #30

MEMORANDUM OF UNDERSTANDING

CSU/CSUEU FURLOUGH PROGRAM – JULY 6, 2009 AS AMENDED JULY 21, 2009

1. Preamble

- a. CSUEU and CSU are entering into these negotiations because of the unprecedented reduction in state general fund support that the CSU is facing in both its 2008-2009 and 2009-2010 budget (an approximate \$583,816,000 reduction from the Legislature's February 2009 special session budget revisions). The intent of this Agreement is to provide a framework for the implementation of furlough plans on campuses and to lessen the impact of those budget cuts on the CSU.
- b. The purpose of furloughs is to lessen the severity of layoffs by reducing compensation costs.
- c. The CSU's guiding principles with respect to this budget crisis are as follows:
 - i. To serve as many students as possible without sacrificing quality; and
 - ii. To preserve as many jobs as possible within the constraints under which the CSU is being required to operate.

2. Definitions

- a. The term "furlough day" as used in this Agreement refers to a day on which an employee is normally scheduled to work, or is in pay status, that is taken as an unpaid day off.
- b. The term "furlough period" as used in this Agreement refers to the week in which a furlough day occurs.
- c. The term "pay status" as used in this Agreement refers to the time in which an employee is working or is on paid leave.

3. Furlough Days

- a. In order to ensure that operational needs are met, the President, in consultation with the employee, shall designate the days on which an individual employee shall observe the furlough days required by this agreement. For the purposes of this provision, consultation shall mean that the employee will be given the opportunity to nominate days on which to observe the furlough on non-campus closure furlough days.

This consultation shall take place as soon as practicable, but no later than the start of the monthly pay period in which a furlough day is to be observed. Although the President shall make the final determination based on operational needs of the campus, consideration shall be given to the employees' nominated observance day(s). In the event that operational needs require that not all employees can observe the furlough on the nominated days, the President shall prioritize requests on the basis of seniority.

- b. Twelve (12) month employees shall be subject to no more than twenty-four (24) furlough days between July 1, 2009 and June 30, 2010. Eleven (11) month employees shall be subject to no more than twenty-two (22) furlough days between July 1, 2009 and June 30, 2010. Ten (10) month employees shall be subject to no more than twenty (20) furlough days between July 1, 2009 and June 30, 2010.
- c. Campuses may be closed on furlough days at the discretion of the President.
- d. It is the intent of the parties that furlough days should be distributed as equally as possible across the term of this agreement. However, the President or the employee may designate up to one five day furlough in an individual work-week once in a fifty-two (52) week period. With the exception of this one-time observance of up to five (5) furlough days, no employee shall observe more than three (3) furlough days in any pay period for a full-time CSUEU-represented employee from July 1, 2009 through June 30, 2010.
- e. The President may designate as a furlough day any of the following holidays, only if they have been rescheduled for observance on another day by the President in order to make up for the one-month delay in the start of this program.
 - i. Lincoln's Birthday
 - ii. Washington's Birthday
 - iii. Memorial Day
 - iv. Admission Day
 - v. Columbus Day
- f. The President may also designate the day after Thanksgiving as a furlough day.
- g. Employees shall receive at least twenty-one (21) days notice prior to the implementation of any furlough plan.
- h. Furlough programs shall expire no later than June 30, 2010.
- i. At the end of the negotiated furlough program, the President shall ensure that all employees have taken the appropriate number of furlough days commensurate with the salary reductions that have been made. If, due to operational needs, the President cannot assign the requisite number of furlough days, then the employee shall be credited with the appropriate number of alternate days off equal to the salary deductions made.

4. Employee Salary Rates and Schedules

- a. Each employee's pay reduction necessitated by furloughs shall be spread evenly over the eleven (11) month period or over the pay periods within these eleven (11) months for which the employee is in pay status.
- b. Employees who in the last twelve (12) months volunteered to reduce their time-base (e.g. 10/12 or 11/12) shall be allowed to return to 12/12 status prior to the implementation of any furlough plan.
- c. Employees on 4/10 work schedules may be converted to 4/8 work schedules during furlough periods.
- d. Part-time employees shall be subject to furloughs on a pro-rated basis. Proration shall be determined consistent with the employee's time base.

- e. The number of days in the pay period that per diem or intermittent employees are allowed to work shall be reduced by two (2) days so that no per diem or intermittent employee shall be allowed to work more than nineteen (19) days in a month with twenty-one (21) days in that pay period or twenty (20) days in a month with twenty-two (22) days in that pay period.
- f. Employees may not substitute vacation days, sick leave, CTO or holiday credits for furlough days.
- g. It is the intent of the CSU to avoid overtime during any furlough periods. Overtime must be authorized in accordance with Article 19, Section 19.4.
- h. Exempt employees lose their FLSA exemption during the week they take a furlough day and are treated as hourly employees.
- i. It is the expressed intent of the CSU that exempt employees should not be required to work more than thirty-two (32) hours during a furlough week.
- j. Where an exempt employee believes he/she has been assigned an excessive or unreasonable workload during a week in which he/she maintains his/her exempt status, the employee may file a complaint using a similar process contained in Article 8 of the Collective Bargaining Agreement. This process shall include a Chancellor's Office Level of Review. The parties shall execute a MOU fully outlining the process to be followed within twenty-one (21) days of the execution of this agreement.
- k. Furlough days do not count as time worked for determining overtime in the workweek.
 - i. In the event that any employee is authorized to work in excess of thirty-two (32) hours during any furlough week, he/she shall be compensated at the employee's straight time rate up to forty (40) hours.
 - ii. All hours worked in excess of forty (40) hours in a workweek shall be compensated at a rate of one and one-half times his/her hourly straight time rate.
 - iii. In the event an employee is scheduled to work outside of their normal five-day workweek as a result of observing a furlough day, such time shall be considered call-back pursuant to Article 19, Sections 19.17 and 19.18.

5. Work Jurisdiction

During the period of the furlough, the number of student assistant hours and the number of administrators in a department shall not be increased for the purpose of performing bargaining unit work.

6. Impact of Furlough Programs on Benefits and Retirement

- a. Furlough Programs shall not adversely affect an employee's anniversary date or seniority credit or create a break-in-service. Furlough Programs shall not impact the accrual of vacation and sick leave or the payment of health, dental or vision benefits, or the Flex Cash Option.
- b. Furlough Programs shall not impact compensation for the purposes of retirement and death and disability benefits. These benefits shall be based on the unchanged salary rate that would have been credited had the employee not been furloughed.

7. Exemptions from Furloughs

- a. Designated employees who perform the work of public safety positions (such as dispatchers and community service workers), regardless of their job classification, shall be exempt from any Furlough Programs. A list of such exempted classifications and/or employees shall be prepared and appended to this agreement.
- b. The Furlough Program does not apply to employees who are on a leave of absence without pay or on military leave.

8. State-wide Labor Management Committees

- a. Pursuant to Article 27, the parties shall form a state-wide Labor-Management Committee (LMC) to monitor the effect of furloughs on workload during the period of this agreement. The parties recognize, however, that both the CSUEU and employees should make good-faith efforts to resolve workload issues arising out of the furlough with local campus management at the campus level before raising the issue to the state-wide committee's attention.
- b. Pursuant to Article 27, the parties shall form a state-wide Labor-Management Committee to explore cost-saving measures that lessen the effects of cuts to the CSU budget.
- c. These two labor management committees shall be formed within thirty (30) days of the execution of this Agreement. Within forty-five (45) days of the execution of this Agreement, the LMCs shall meet and schedule routine meetings thereafter.

9. Reduction of Maximum Number of Furlough Days

- a. If the 2008-2009/2009-2010 reductions in state general fund support are more than \$58,000,000 less than those detailed in the Legislature's Conference Committee recommendations on the budget bill (approximately \$583,816,000), or should the CSU negotiate and implement new salary increases with another employee group such as General Salary Increases or Service Salary Increases while any CSUEU-represented employees are subject to furloughs, the CSUEU may elect to meet and confer over the maximum number of furlough days allowed under this proposal.