

## SIDE LETTER

### PAYING EMPLOYEES SUBJECT TO THE FAIR LABOR STANDARDS ACT WHEN ASSIGNED TO 'ALTERNATE' WORK WEEK SCHEDULES (PLUS/MINUS)

1. CSU agrees to work with SUPA, within the parameters of the State Controller's Office 21<sup>st</sup> Century Project, to seek the best solution to the issue of Plus and Minus (deficit) balances.
2. "Plus" or excess salary balances of Unit 8 members were reconciled as of December 2004 and paid off in January 2005.
3. SUPA withdraws its objection to HR 2003-28, HR/Salary 2004-22 and HR/Salary 2005-25.
4. The CSU shall conduct an audit of all hours and payroll data for unit members with a current negative (deficit) balance for the period July 1, 2003 to the date of implementation.
  - a. The CSU shall provide SUPA with the audit data within ninety (90) days of the date of this agreement
  - b. Each campus shall provide Unit 8 employees with a current negative (deficit) balance with a copy of the audit of his/her balance concurrent with forwarding the audit to SUPA.
5. Within thirty (30) days of receiving a copy of the audit, the employee will identify for his/her campus any perceived errors in the audit. The campus and the employee will meet to resolve any identified discrepancies.
6. Within sixty (60) days of receiving the audit, the employee will notify the campus how they would like to reconcile their deficit hours. The employee can elect to use leave balances (vacation, compensatory time off, holiday credit or personal holiday leave), be docked for deficits incurred in the current pay period, or establish an accounts receivable for prior pay period deficits.
7. This agreement is the compromise of disputed claims, and shall not be construed as an admission by CSU of any liability or responsibility at any time for any purpose.
8. The parties agree that this settlement and release shall not serve as a precedent of any kind, either at California State University, Sacramento or elsewhere within the CSU.

9. This Agreement represents the complete and full agreement and understanding between the parties with respect to the matters stated herein. Any agreements or promises alleged to have been made which are not reflected in the written terms of this Agreement are and shall be superseded by the terms of this Agreement and shall have no effect thereon.
10. SUPA shall withdraw Case No. LA-CE-806-H with prejudice within five (5) working days of the date of this agreement.

For the Statewide University Police Association

Date

Stewart Adams

7/12/06

For the California State University

Date

Shawn Obermuth

6/21/06