

COLLECTIVE BARGAINING AGREEMENT

California State University Employees Union (CSUEU)

Units 2, 5, 7 and 9

January 16, 2007 – June 30, 2009

Side Letters of Agreement

Side Letter 1	<u>Article 5 Office Space</u>
Side Letter 2	<u>Article 7/8 – Grievance and Complaint Procedure Changes</u>
Side Letter 3	<u>Article 9 – Part-Time Probationary Employees</u>
Side Letter 4	<u>Article 9 – Time-Base Required for Part-Time Probation</u>
Side Letter 5	<u>Article 20 – Shift Differential Bonus (revised 4/26/07)</u>
Side Letter 6	<u>Article 20 – Minimum Salary Rates</u>
Side Letter 7	<u>Article 20 – Market Salary Increases</u>
Side Letter 8	<u>Article 20 – Market Salary Increases for FY 2006/2007</u>
Side Letter 9	<u>Article 21 – Parking Fees</u>
Side Letter 10	<u>Article 22 – Fee Waiver Contract Changes</u>
Side Letter 11	<u>Article 23 – Workplace Violence Policy</u>
Side Letter 12	<u>Article 25 – Discrimination Complaint Procedure</u>
Side Letter 13	<u>Article 27 – LMC Regarding Work Shifts</u>
Side Letter 14	<u>Parking Fees and General Salary Increase (added 6/27/07)</u>

SIDE LETTER OF AGREEMENT

ARTICLE 5

OFFICE SPACE

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.

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*

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).

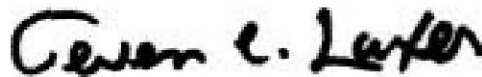
If you are in agreement, please sign below. Thank you for your assistance and cooperation in resolving this question.

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 Alenka
2/6/07

TA
Steven C. Lopez
2/6/07

SIDE LETTER OF AGREEMENT

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.

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*

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

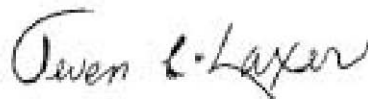
Dear Mr. Laxer:

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

Tentative Agreement
4/26/07
Calvin Laxer

TA
4/26/07
Shamp. Afemeth

SIDE LETTER OF AGREEMENT
SHIFT DIFFERENTIAL BONUS
IMPLEMENTATION OF PROVISION 20.13

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.

Note: The February 6, 2007 side letter incorrectly referenced provision 20.12. Changes have been made to reflect the correct provision number, 20.13.

SIDE LETTER OF AGREEMENT

ARTICLE 20

MINIMUM SALARY RATES

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/ Transliterater 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

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,

A handwritten signature in black ink, appearing to read "Pat Gantt". The signature is written in a cursive style.

Pat Gantt,
Employees Union



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

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,

A handwritten signature in black ink that reads "Teven C. Laxer". The signature is written in a cursive style and is followed by a horizontal line that ends in a small arrowhead pointing to the right.

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

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.

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 22.23) 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,



Sharyn Abernethy
CSU Chief Negotiator

Concurrence:



Teven Laxer
CSUEU Chief Negotiator

2/7/2007

SIDE LETTER OF AGREEMENT

ARTICLE 23

WORKPLACE VIOLENCE POLICY

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

ARTICLE 25

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

The parties agree that CSUEU has the right to file a complaint under Executive Order 928 (or any superceding 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

ARTICLE 27

WORK SHIFTS

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.

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 is employed, provided that the employee has purchased a parking permit during the same timeframe at a CSU campus.
8. This Side Letter supercedes Article 21, provisions 21.16 and 21.17, as well as Side Letter 9 on Parking Fees, dated October 27, 2006.

For the CSUEU

Devin Luxa

Date: *10 May 2007*

For the CSU

Bill Cannella for

Date: *5-10-07*

Jackie McClain
Vice Chancellor