

Memorandum of Understanding
CSU/UAPD (Unit 1)

The California State University (CSU) and California Federation of the Union of American Physicians and Dentists (UAPD) hereby agree to form a Joint Labor – Management Committee on this date, Wednesday, December 17, 2008. This Joint Committee is formed and guided by the following terms and conditions:

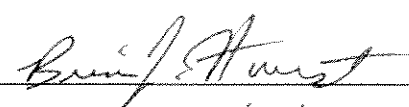
1. The Committee shall be comprised of a total of two (2) California State University Health Center Directors, and two (2) UAPD represented physicians currently employed within the CSU system.
2. Each party shall select an alternate to partake in Committee meetings to ensure attendance and representation of the respective parties. The representatives for the respective parties shall be selected by each individual party.
3. The Parties agree that this Committee shall be in place for a period of only one calendar year from January 1, 2009, through December 31, 2009.
4. The Parties agree that this Committee shall meet twice during 2009. Each meeting will not exceed a business day. The dates of these meetings shall be mutually agreed to by the parties, as will be their duration and frequency.
5. The Parties agree that the location of each meeting shall be mutually agreed-to by the parties, and may include or take the form of a teleconference and/or video conferencing in lieu of meeting at a physical location. Joint Committee meetings shall take place at a CSU facility within the CSU system, and shall be at a location that is of no cost to either party.
6. The parties agree that each party shall be responsible for its own travel expenses and any other expenses associated with attending these Joint Committee meetings.
7. Release time shall be in accordance with the terms and conditions of Article 6.5 of the current Collective Bargaining Agreement.
8. The Parties agree that this committee shall be advisory in nature only, and shall not meet for the purposes of discussing wages, hours and working conditions, or for any other terms and conditions that are covered under the current and future collective bargaining agreements.
9. The Parties agree that this committee shall meet for the express purpose of discussion and exchange of best practices and cost-effective operational strategies as they are directly tied to the delivery of student health care services on a CSU Systemwide basis only, and shall not focus on campus-specific Health Center issues.

10. The committee shall produce a detailed written report of what the committee has addressed over the course of the year, and what the value-added outcome of the formation of this committee has produced. This written report shall be submitted no later than close of business December 31, 2009, and shall be submitted to the Vice-Chancellor of Human Resources for review and comment. The Committee may, by mutual agreement, elect to distribute said report to each Health Center Director throughout the CSU system.
11. The Parties agree that this is a stand-alone Memorandum of Understanding, with a limited life, and is not in any way a part of the Collective Bargaining Agreement. The Parties also agree to review the effectiveness of the committee, following a review of the aforementioned report to the Vice Chancellor of Human Resources, and will then determine if this agreement will be extended for an additional year. Such an extension shall be by mutual agreement only.
12. The Parties agree that no issue or outcome associated with this committee is in any way grievable under the terms of the current or future Collective Bargaining Agreements.
13. The terms set forth in this Agreement are intended by the Parties as a final expression of their agreement with respect to the subject matter of this Agreement and may not be contradicted or modified by evidence of any oral agreement. The Parties also intend this Agreement to be the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced to vary its terms in any proceeding, including, but not limited to judicial proceeding, involving this Agreement. This Agreement may not be altered or modified except by a written Agreement executed by all Parties.
14. The Parties hereto, and each of them, including each person signing below on behalf of a party, represent and warrant that their respective signatories are fully authorized to enter into the terms and conditions stated herein, to execute this Agreement, and to bind legally the Parties on whose behalf they are signing.

For the California State University

Brian J. Hurst,

Sr. Manager – Collective Bargaining

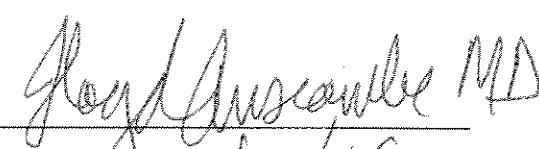


Date: 12/17/08

For UAPD 

Dr. Floyd Anscombe, M.D.

UAPD Chief Steward



Date: 12/17/08