

Side Letter
Positions and Classifications Exempt
from Furlough

Pursuant to CSUEU – CSU Furlough Agreement Section 7 (a), the parties agree that designated employees who perform the work of public safety positions (such as dispatchers and community service employees), regardless of their job classification, shall be exempt from any furlough agreement.

1. In addition, the parties agree that employees represented by CSUEU in bargaining units 2, 5, 7 or 9, whose salaries are 100% reimbursed by externally funded grants contracts, or cooperative agreements, including those whose funding comes from a “pass through” of federal funds, are completely exempt from furlough, while individuals whose salaries are partially reimbursed will have a pro-rata exemption.
 - a. The employee and the administrator shall work out a mutually acceptable schedule so that the employee is able to continue the grant-related effort that is being reimbursed at the same level while reducing the non-grant-related activities by the amount of the furlough.
 - b. A total list of all such CSUEU represented employees exempt from furlough shall be provided to the Union by November 16, 2009, and the approved list shall be appended to the Furlough Agreement.
2. In response to the National Emergency Declaration of October 24, 2009 and the threat of the emerging H1N1 pandemic to the entire academic community, CSU shall exempt from furlough all CSUEU-represented employees assigned to the health center administrative unit through the June 30, 2010 end of the program as reflected in attachment A. The CSU agrees to provide the attachment A list of exempted employees by campus, name and classification within 21 days of the execution of the agreement. Should there be any dispute over the employees exempted in attachment A the CSU agrees to meet and confer over positions covered by the list. The parties understand that each campus will consider additional steps and, as the need arises, additional temporary exemptions to address the H1N1 pandemic. Exemptions under this provision are effective upon the execution of this Side Agreement and any prior furloughs observed remain in effect.
3. The President at each campus has the authority to grant an emergency exemption to any individual or group of individuals under the following conditions:
 - a. There is a state of emergency declared by the campus president, pursuant to Executive Order 1013. Executive Order 1013 provides that an emergency is a hazardous condition or natural disaster that reaches, or has the potential for reaching, beyond the capacity of routine operations.

- b. There is a situation in which the university will otherwise be out of compliance with federal or state statute or regulation.
 - c. Immediate action is necessary to forego the major disruption of campus operations and/or significant loss of funding or property.
5. Notice of such emergency exemptions shall be made as soon as possible to the Union, but no later than five days. The Union shall have the right to meet and confer on the impact of these decisions.
6. Those employees who are exempt from furloughs shall be provided work assignments on campus closure days that can be carried out on those days, or by mutual agreement, they may adjust their schedules or utilize personal leave credits.

For the CSUEU:

For the CSU:

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11-4-09