

## **SIDE LETTER**

### **PAYING EMPLOYEES 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. Unit 8 employees agreed to comply with HR 2003-28, HR/Salary 2004-22, HR/Salary 2005-25, HR/Salary 2006-22, HR/Salary 2007-26, HR/Salary 2008-12, and HR/Salary 2009-12 since December 2006.
3. In consideration of the delay of the 21<sup>st</sup> Century Project implementation for the CSU and the unique and acute impact affecting Unit 8 employees when compared to other employee units due to the nature of Unit 8 scheduling requirements, the University agrees to modify HR 2003-28 Campus Requirements, Excess Hours as follows:
  - a. Within a calendar year cycle, Excess Hours incurred in a given pay period will be accumulated and carried forward as a balance to offset deficit hours incurred in a future pay period. There will be no payout of Excess Hours until the end of the calendar year.
  - b. Annual reconciliation requirements remain in effect in that any deficit hour balances incurred from January through December in a given year will be offset by accumulated Excess Hours incurred in that same year, and if an Excess Hour balance remains, it will be reconciled and paid out as part of the annual reconciliation.
  - c. When reconciling deficit hour balances in December of each year, an Officer may use vacation, compensatory time off (CTO), holiday credit or personal holiday balances to offset the remaining deficit balance, be docked, or the campus may establish an accounts receivable pursuant to HR 2003-28 and subsequent updates.
4. Pursuant to the Fair Labor Standards Act, Compensatory Time Off (CTO), provided for in Article 13 of the Collective Bargaining Agreement, may be accumulated to a maximum of 480 hours, as determined by the Chief. In order

to have CTO available to offset any remaining deficit hour balance in December of each year, campuses will allow Unit 8 Officers to accumulate a minimum of 80 hours of the CTO referenced in Article 13.

5. 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.
6. The parties agree that this settlement and release shall not serve as a precedent of any kind within the CSU.
7. 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.
8. This Agreement shall be effective with the January 2011 payroll, with the start of the new calendar year.