

CSU/UAPD FURLOUGH PROPOSAL

1. Preamble

- a. The California Federation of the Union of American Physicians and Dentists (UAPD) and CSU are entering into this Agreement because of the unprecedented reduction in state general fund support that the CSU is facing in both its 2008-2009 and 2009-2010 Budget (an approximate \$583,816,000 reduction from the Legislature's February 2009 Special Session Budget Revisions). The intent of this Agreement is to provide a framework for the implementation of furlough plans on campuses and to lessen the impact of those budget cuts on the CSU.
- b. The purpose of furloughs is to lessen the severity of layoffs by reducing compensation costs.
- c. The CSU's guiding principles with respect to this budget crisis are as follows:
 - i. To serve as many students as possible without sacrificing quality; and
 - ii. To preserve as many jobs as possible within the constraints under which the CSU is being required to operate.

2. Definitions

- a. The term "furlough day" as used in this Agreement refers to a day on which an employee is placed in a temporary, non-duty, non-pay status for budgetary reasons. It is mandatory, unpaid time off work. A furlough day shall consist of eight (8) hours.
- b. The term "pay status" as used in this Agreement refers to the time in which an employee is working or is on paid leave.

3. Furlough Days

- a. The President, after consultation with the employee, shall designate the furlough days for an individual employee based upon the operational needs of the campus. For the purposes of this provision, consultation shall mean that the employee will be given the opportunity to nominate his or her furlough days other than furlough days on which the campus is closed, and that the President will give consideration to the employee's nominated furlough days in making a decision. This consultation shall take place as soon as practicable, but no later than the start of the monthly

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pay period in which a furlough day is to be assigned. The President shall rank order employee nominations for furlough days on the basis of seniority.

- b. 12 month Employees shall be subject to no more than twenty-four (24) furlough days between July 1, 2009 and June 30, 2010. Eleven (11) month employees shall be subject to no more than twenty-two (22) furlough days between July 1, 2009 and June 30, 2010. 10 month employees shall be subject to no more than twenty (20) furlough days between July 1, 2009 and June 30, 2010.
 - c. Salary Reduction – the salary reduction equivalent to the required furlough days shall be equally distributed across the term of this Agreement.
 - d. Furlough Credit – for each month in which a salary deduction is taken a corresponding furlough credit shall be given to the employee.
 - e. Furlough Observance - The Furlough Program shall allow an employee to observe four (4) furlough days in a single designated pay period. With the exception of this one-time observance no employee shall be subject to more than two (2) furlough days in any pay period for a full-time UAPD-represented employee from July 1, 2009 through June 30, 2010.
 - f. An employee shall not be permitted to observe more than one furlough day in a workweek with the exception of the four (4) day exception in 3(e) above.
 - g. The Furlough Program shall expire on June 30, 2010.
 - h. Campuses may be closed on furlough days at the discretion of the President.
 - i. At the end of the negotiated Furlough Program, the President shall ensure that all employees have taken the appropriate number of furlough days commensurate with the salary reductions that have been made.
4. Employee Salary Rates and Schedules
- a. Each employees' pay reduction necessitated by furloughs shall be spread evenly over the eleven month period or over the pay periods within this eleven months for which the employee is in pay status

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- b. Employees on 4/10 work schedules may be converted to 4/8 work schedules during furlough weeks.
- c. Part-time employees shall be subject to furloughs on a pro-rated basis. Pro-ration shall be determined consistent with the employee's time base.
- d. Vacation days, sick leave, CTO, or holidays Employees shall not substituted for furlough days.
- e. It is the expressed intent of the CSU to avoid overtime during any furlough periods. Overtime must be authorized by the Director/Administrator.
- f. Exempt employees lose their FLSA exemption during the week they take a furlough day and have non-exempt status.
- g. It is the expressed intent of the CSU that normally exempt employees should not be required to work more than thirty-two (32) hours during a furlough week during which they lose their FLSA exempt status.
- h. Furlough days do not count as time worked for determining overtime in the workweek.
- i. In the event that any employee in non-exempt status is authorized to work in excess of thirty-two (32) hours during any furlough period for that employee, the employee shall be compensated at the employee's straight time rate up to forty hours.
 - i. All hours worked in excess of forty (hours) in a workweek by an employee in non-exempt status shall be compensated at a rate of one and one-half times their hourly straight time rate.

5. Impact of Furlough Program on Benefits and Retirement

- a. The Furlough Program shall not affect an employee's anniversary date or seniority credit or create a break-in-service. The Furlough Program shall not impact the accrual of vacation and sick leave or the payment of health, dental or vision benefits, or the Flex Cash Option.

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- b. The Furlough Program shall not impact compensation levels for the purposes of CalPERS retirement and death and disability benefits under the current Regulations. These benefits shall be based on the unchanged salary rate that would have been credited had the employee not been furloughed.

6. Exemptions from Furloughs

The Furlough Program does not apply to employees who are on a leave of absence without pay or on military leave. The Furlough program will not impact Family Medical Leave, Industrial Disability Leave and Non-Industrial Disability Insurance (NDI) Leave.

7. State-wide Labor Management Committees

- a. The parties shall form a state-wide labor-management committee to monitor the effect of furloughs on workload during the period of this Furlough Program. Both the CSU and employees shall make good-faith efforts to resolve workload issues arising out of the furlough with local campus management at the campus level before raising the issue to the attention of the state-wide committee.
- b. This labor management committee shall be formed within thirty (30) days of the execution of this Agreement. Within forty-five (45) days of the execution of this Agreement, the LMCs shall meet and schedule routine meetings thereafter.

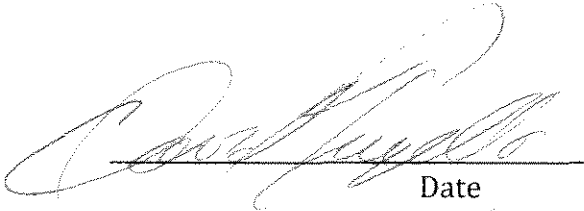
8. Reduction of Maximum Number of Furlough Days

If the 2008-2009/2009-2010 reductions in state general fund support are less than those detailed in The Legislature's Conference Committee Recommendations on the Budget Bill (approximately \$583,816,000), in an amount greater than \$58,000,000, or should the CSU negotiate and implement new salary increases such as General Salary Increases or Service Salary Increases with any CSU represented bargaining unit while any UAPD represented

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employees are subject to furloughs, UAPD may elect to meet and confer over the maximum number of furlough days allowed under this proposal.

For the UAPD:



Date
7/16/09

For the CSU:

 7-16-09

Date