

CSUU/APC: Memorandum of Understanding on FLSA Implementation

1: The parties agree that a probationary employee who is currently appointed into an exempt classification, and who is subsequently appointed into the equivalent non-exempt classification as a consequence of the 12/1/16 change in FLSA minimum salary level threshold, shall maintain their seniority for the purposes of establishing permanency pursuant to Articles 13 and 14 of the Collective Bargaining Agreement.

2: The parties agree that an employee who is currently appointed into an exempt classification, and who is subsequently appointed into the equivalent non-exempt classification as a consequence of the 12/1/16 change in FLSA minimum salary level threshold, shall maintain their seniority for the purposes of determining the order of layoff pursuant to Article 33 of the Collective Bargaining Agreement.

3: The parties agree that an employee who is appointed to a non-exempt classification pursuant to the implementation of the change in the FLSA minimum salary level threshold, and whose duties remain the same, shall be automatically reappointed into the equivalent exempt classification if their salary at any point increases beyond the FLSA minimum salary threshold.

4: The parties agree that campuses shall have the discretion to provide base salary increases to bargaining unit members in order to maintain their exempt status. Such increases must bring the employee salary to the minimum FLSA salary level threshold determined pursuant to HR/Salary 2016/22.

Such increases must

- (i) Be finalized between December 1, 2016 and February 1, 2017.
- (ii) Be effective as of December 1, 2016.
- (iii) Be notified to the employee in writing.

Any such increases are made at the absolute discretion of the President, and shall not be subject to the contractual grievance procedure. This specifically means that no individual employee, group of employees, and/or the union may file a grievance/request for reconsideration in respect of

- (i) The decision of a President to either increase, or not to increase, an employee's salary pursuant to this Memorandum of Understanding; and/or
- (ii) The amount of any such increase.

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5: The decision to grant a base salary increase under this Memorandum shall not limit the ability of employees to seek or receive bonuses, or base salary increases, pursuant to Article 23 of the Collective Bargaining Agreement.

6: Pursuant to Article 28.27(b) no exempt Unit 4 employee shall be assigned an unreasonable or excessive workload as a consequence of implementing the classification changes mandated by the increase to the FLSA minimum salary level threshold. Any exempt employee who believes that they have been assigned an excessive or unreasonable workload in breach of Article 28.27(b) may file a grievance to that effect pursuant to Article 10 of the Collective Bargaining Agreement.

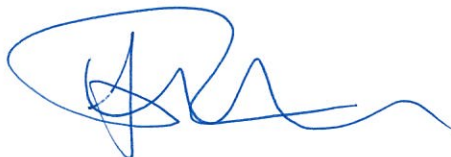
For APC



Patrick Choi
President

11/21/2016

For CSU



J.A. Swarbrick
Associate Vice Chancellor

11/21/2016