Memorandum of Understanding
Regarding the Mitigation of Layoffs at Humboldt State University

Tentative Agreement
April 23, 2010

1. Introduction
   The California State University ("CSU"), Humboldt State University ("HSU") and the
   California State University Employees Union, SEIU Local 2579 ("CSUEU" or
   "Union"), also known collectively as the parties, enter into this Layoff Mitigation
   agreement. This agreement shall not amend or modify the Collective Bargaining
   Agreement ("CBA") between the parties.

2. Employee Options Related to Budget Reductions
   2.1. Within ten (10) days of the execution of this agreement, HSU Human Resources shall
         arrange meetings with all affected employees to discuss their options related to job
         assignments.

   2.2. Employees may be represented by a Union representative.

   2.3. During the meeting with Human Resources, employees shall be informed that any layoff
         notice and/or reassignment letter issued to them between March 1, 2010 and April 15,
         2010 that did not comply with the provisions of Article 24 would be rescinded. Those
         notices that complied with Article 24 would remain in effect.

   2.4. Whether or not an affected employee has already informed Human Resources of their
         choice, affected employees will be presented with all possible options for either (a)
         reassignments or (b) transfer or demotion, pursuant to Article 24, Sections 24.22 and
         24.23.

   2.5. Upon request by the employee, the employee's current appropriate administrator shall be
         present at the meeting with Human Resources.

   2.6. Within thirty (30) days of the meeting with Human Resources, employees shall inform
         Human Resources of their choice.

   2.7. Pursuant to 17.1, if more than one employee requests an opportunity for reassignment to
         the same position, the appropriate administrator shall give consideration to seniority,
         provided that operational needs are met.

   2.8. After a final determination is made by Human Resources, reassignment letter/time-base
         reduction letter/layoff letters shall be reissued, as appropriate.

   2.9. Those employees who occupy positions that are subject to layoff and do not have any
         reassignment or bumping options will either be laid off or given the option of accepting
         a reduced timebase or pay plan reduction, pursuant to Section 4.3 below.

   2.10. Layoff notices must be based on seniority, pursuant to Article 24 of the contract.
         (see Attachment A for an agreed upon example)
3. Voluntary Work Time Reduction Programs

3.1. Pursuant to Article 24, Section 24.32, "at least sixty (60) days prior to the effective date of a layoff due to a lack of funds, the President shall make available voluntary programs to avoid layoff. At least ninety (90) days prior to the effective date of a layoff due to a lack of work, the President shall make available voluntary programs to avoid layoff."

3.2. The voluntary programs to avoid layoff that are described in Article 24, Sections 24.32-24.34 may also be referred to as "voluntary work time reduction programs," "VWTRPs" or "voluntary programs."

3.3. Employees may apply for participation in VWTRPs from the date of notification of layoff to the CSUEU or to laid-off employees for as long as layoffs are in effect at HSU.

3.4. Employee participation in VWTRPs shall be approved or denied by HSU in accordance with its operational needs and in accordance with its management rights under Article 3, Section 3.1.

3.5. An employee who is approved for voluntary programs shall be provided with a Voluntary Work Time Reduction Program Agreement specifying:
   a. Employee name
   b. Job Classification and Skill Level (if applicable)
   c. Start date
   d. End date (if applicable)
   e. Option for renewal (if applicable)
   f. Specific changes in employment status (including pay and benefits)
   g. The specific changes in work schedule
   h. Employee signature acknowledging understanding and acceptance of the terms of the VWTRP.
   i. Management signature and date.

3.6. This applies to all applicable agreements signed from March 1, 2010 until the current layoffs are no longer in effect at HSU.

4. Impacted Employee Participation

4.1. Permanent employees who do not receive a layoff notice, but do receive a lateral reassignment to another position in their current time base and pay plan, and who occupy a position that is being reduced in time base or moved to a 10/12 or 11/12 pay plan, shall have two choices:
   a. Remain in their current position so long as they voluntarily accept the time base or pay plan change offered to them by HSU.
   b. Accept the lateral reassignment to another position.

4.2. Employees who choose the time base or pay plan change offered to them by HSU, in accordance with Section 4.1, will remain at the time base or reduced pay plan offered on an on-going basis as required by the CSU. These employees will be placed on a reemployment list for five (5) years, pursuant to Article 24, Section 24.28. They will have no limit on the number of times they can refuse an offer of reassignment.

4.3. Permanent employees who receive a layoff notice with the option to retreat to a former position or to accept a reduced time base or pay plan in their existing job classification who are approved for a voluntary reduction will be placed on the reemployment list for five (5) years or until they have been provided and declined two (2) offers to return to a position in the same job classification, in their previous time base and pay plan.
5. Non-Impacted Campus Employees Wishing to Voluntarily Reduce Their Time Base
   5.1. Permanent employees who do not receive a layoff notice and do not occupy a position that has been identified for a time base or pay plan reduction may apply for a VWTRP. If approved, they may participate in a VWTRP for a maximum of one (1) year at a time, after which the employee may return to their prior time base or pay plan, unless ended sooner or extended by mutual consent.

6. Termination of Participation in Voluntary Program
   6.1. All employees participating in VWTRPs may be recalled from participation in VWTRPs based upon the operational needs of the campus, in accordance with seniority. Employees recalled from VWTRPs will be provided at least twenty-one (21) days advanced written notice in accordance with Article 18, Section 18.2 and will be provided with a revised position description, as appropriate, in accordance with Article 17, Section 17.9.

7. Miscellaneous
   7.1. HSU will provide copies of all VWTRP agreements to CSUEU upon request. In addition, HSU will maintain a list of all employees actively participating in VWTRPs.

   7.2. Participation in voluntary programs shall not have a negative impact on the use of vacation pay or accrued CTO.

8. Labor Management Committee
   8.1. Pursuant to Article 27, within thirty (30) days of the execution of this Agreement, the parties shall establish a local labor-management committee to discuss the implementation of layoffs at HSU. Topics shall include, but not be limited to, training programs, retreat rights, voluntary programs to avoid layoff, mitigation and salary savings, increases to the HSU budget, workload, recall from layoff, and Job Clearinghouse issues.

   8.2. The labor-management committee shall include representatives from each party in addition to assigned staff, if any, from the CSUEU and the chancellor’s office. The committee shall meet monthly, unless the parties agree to a different schedule.

9. Reassignments and Retreat Rights
   9.1. For those employees who are reassigned or who choose to exercise retreat rights to a previous classification (“bump”), HSU Human Resources, when exercising its management right to make reassignments, shall take into consideration the employee’s skills and experience prior to their placement into a new position. Employees shall receive their new job descriptions at least thirty (30) days prior to reassignment. To assist in a successful transition, HSU will provide the necessary training appropriate to any newly assigned job duties or equipment, as determined by the appropriate administrator, pursuant to Article 22, Section 22.2.

   9.2. Employee evaluations for employees who are reassigned or who choose to exercise retreat rights shall be pursuant to Article 10, Section 10.2, whereby “Employee evaluations should acknowledge changes affecting the employee’s position that have occurred since the last evaluation.”
10. Job Clearinghouse
   10.1. HSU shall provide information regarding the location and use of the CSU Job Clearinghouse for laid-off employees pursuant to Article 24, Section 24.31. Such a clearinghouse shall include a web accessible page. Upon request, HSU shall facilitate and provided assistance, as needed, for Internet access on campus to all affected CSU employees in order to assist them in their job search.

   10.2. Employees that apply for employment opportunities through the Job Clearinghouse shall indicate on their application that they are a Job Clearinghouse candidate. Pursuant to Article 24, Section 24.31, a Campus may not fill a vacancy without ascertaining whether such an employee or former employee has applied. If such an employee has applied for a vacancy, his/her application shall be considered.

11. Training Opportunities
   11.1. Pursuant to Article 22, Sections 22.10 through 22.13, laid-off employees may request an opportunity for training.

   11.2. Employees on a reemployment list may be offered temporary employment on the campus which may include temporary training assignments. Such temporary employment shall not be considered as an offer of return to work, nor shall it diminish any employee rights under Article 24 of the contract.

12. Workload and Assignments
   12.1. The LMC shall discuss reasonable workload expectations following employees entering into 10/12 or 11/12 pay plans and/or timebase reductions at HSU.

13. Work Jurisdiction
   13.1. During the period of layoff, HSU shall offer qualified laid-off employees and those employees with voluntary reductions in time base or pay plans the right of first refusal for extra temporary work that is performed by the affected classifications during the summer (or during the observance of a pay period off work necessitated by the pay plan change). The determination of whom is qualified is at the discretion of HSU. Such a temporary work shall not constitute a reemployment per Article 24, Section 24.28.

   13.2. Pursuant to Article 3, Section 3.2, HSU shall not contract out any work that causes the displacement of CSUEU-represented employees. "Displacement" includes layoff, demotion, involuntary transfer to a new location, involuntary transfer to a new location requiring a change of residence, and involuntary time base reductions.

   13.3. Pursuant to Article 17, Section 17.13, the CSU will not increase the number of student assistants' hours or the number of administrators in a department for the purpose of doing bargaining unit work.

14. Enforcement
   14.1 This Agreement shall be enforced through the Grievance Procedure of the Collective Bargaining Agreement between the CSUEU and the CSU.
15. Term of the Agreement
15.1 Upon signing, this agreement shall be in effect until such time as all employees have been restored to their pre-lay off timebase and/or pay plan, or the expiration of the re-employment list, whichever is earlier.

16. Withdrawal of Grievance
16.1 In consideration for the above, CSUEU agrees to withdraw grievance 002-2010-081 arising out of the proposed layoffs. Furthermore, except for violations of this HSU Layoff Mitigation Agreement, as well as the 2007-2011 CSUEU-CSU Agreement, the CSUEU agrees to hereby fully release and discharge HSU from any and all claims, causes of action and liabilities arising out of the facts and circumstances underlying the decision to lay off bargaining unit employees pursuant to the March 1, 2010 notice of layoff to the CSUEU.

17. Full Agreement
17.1 By agreeing to the above, the parties acknowledge that HSU has fulfilled its meet and confer obligations under Article 24, Article 24.2, of the Collective Bargaining Agreement.

For the CSUEU:

[Signature]
Date: 4/26/10

Date: 4/26/2010

Date: 4/26/2010

Date: 4/18/2010

Date: 4/30/2010

For the CSU:

[Signature]
Date: 4/23/10

Date: 4/30/10

Date: 4/30/10

Date: 4/30/10

Date:

Date:
The following is a graphic example of how the Seniority provisions of Article 24 would be followed:

After the recipients of the March 1, 2010 notices (Employees A, C, and F) have made their choices pursuant to section 2.6 above:

<table>
<thead>
<tr>
<th>Employee (in order of seniority)</th>
<th>Current Pay Plan</th>
<th>Proposed Pay Plan</th>
<th>Status</th>
<th>Options</th>
<th>After Meeting w/HR, employee elects</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>12</td>
<td>10/12</td>
<td>Perm</td>
<td>Employee receives the option of being reassigned to another 12/12 position, or accepting a voluntary 10/12 pay plan.</td>
<td>Volunteers to stay &amp; accept new pay plan (10/12)</td>
</tr>
<tr>
<td>B</td>
<td>12</td>
<td>Perm</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>12</td>
<td>10/12</td>
<td>Perm</td>
<td>Options same as A</td>
<td>Elects reassignment. HR places into 12/12 position formerly held by Employee H</td>
</tr>
<tr>
<td>D</td>
<td>11/12</td>
<td>Perm</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>11/12</td>
<td>Perm</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>12</td>
<td>10/12</td>
<td>Perm</td>
<td>Options same as A</td>
<td>Elects reassignment. HR places into 12/12 position formerly held by Employee J</td>
</tr>
<tr>
<td>G</td>
<td>12</td>
<td>Perm</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H</td>
<td>12</td>
<td>Perm</td>
<td></td>
<td>Gets notice of layoff, w/option to take new position with 10/12 pay plan.</td>
<td>Accepts 10/12 position that used to be 12/12 Position C</td>
</tr>
<tr>
<td>I</td>
<td>10/12</td>
<td>Perm</td>
<td></td>
<td>Gets notice of layoff, w/options. However, not helpful in C’s mitigation - already a 10/12 EE.</td>
<td>If H elects 10/12 pay plan option then Employee I can be called back to same position.</td>
</tr>
<tr>
<td>J</td>
<td>12</td>
<td>Temp</td>
<td></td>
<td>Gets notice of layoff, w/option to take new position with 10/12 pay plan.</td>
<td>Accepts 10/12 position that used to be 12/12 Position F</td>
</tr>
</tbody>
</table>

Notes: All employees in the same classification/skill level with A being the most senior employee