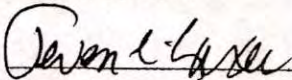


Settlement Agreement
Regarding Call Back Mileage Reimbursement

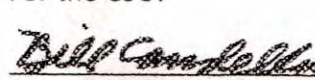
In the interest of promoting harmonious labor relations between the parties and to avoid the uncertainty, inconvenience, and expense of litigation, the California State Employees' Union (CSUEU) and the Trustees of the California State University (University), in settlement of Unfair Labor Practice Chare No. LA-CE-1155-H, agree as follows:

1. CSUEU employees may request reimbursement for mileage for callback work, which is described within Provisions 19.17-19.9 of the Collective Bargaining Agreement (CBA), in accordance with the attached MOU between the parties regarding mileage reimbursement for call-back.
2. California Polytechnic State University San Luis Obispo (Cal Poly SLO) will rescind the November 23, 2011 memorandum to "ITS, Facilities, and Housing", titled "Call Back Mileage for CSUEU Employees" which states in part "...effective December 1, 2011, call back mileage will no longer be reimbursed" within fourteen (14) days of the execution of this agreement.
3. CSUEU represented employees will be provided ninety (90) days from the execution of this agreement to submit requests for reimbursement for call back mileage incurred by the employee going back to December 1, 2011.
4. If any other campus issued a memorandum or had a policy which did not provide call back mileage to eligible CSUEU employees, said policies shall be rescinded within fourteen (14) days of the execution of this agreement.
5. CSUEU will withdraw Unfair Labor Practice Charge No. LA-CE-1155-H within seven (7) days of Cal Poly SLO's rescission of the November 23, 2011, memo described in paragraph 2.
6. By signing below the parties witness their agreement to all the terms and conditions of this settlement.

For the CSUEU:

 6/28/2012
Teven Laxer Date

For the CSU:

 6-28-12
Bill Candella Date

Memorandum of Understanding

Mileage for Call-Back

This Memorandum of Understanding ("MOU") is entered into by and between the California State University Employees' Union ("CSUEU") and the Trustees of The California State University ("CSU"). The CSU and CSUEU are sometimes collectively referred to herein as the Parties.

In accordance with Articles 19.17, 19.18 and 19.19 of the Collective Bargaining Agreement between ("CBA") employees may be called back to work. When employees are called back, pursuant to this MOU – they may be eligible to claim mileage under the following circumstances:

1. Where such expenses are incurred by call back for overtime work necessitating more than one trip to the work location on a normal work day or by reason of any call back on an employee's normal day off.
2. The process and rate of mileage reimbursement shall be at the rate and procedures set under the CSU Travel Procedures and Regulations, or its successors, which is currently found at:

<http://www.calstate.edu/icsuam/sections/3000/>

By signing below the Parties witness their agreement to all the terms and conditions of this MOU.

For the California State University

For California State University Employees
(CSUEU):

Bill Candella 6-28-12

Bill Candella

Date

Sr. Director, Collective Bargaining

Teven Laxer 6/28/2012

Teven Laxer

Date