

Addendum to

**Collective Bargaining
Agreement Between**

The Board of Trustees

of

The California State University

and the

California State Employees' Association

Unit 2 – Health Care Support
Unit 5 – Operations Support Services
Unit 7 – Clerical/Administrative Support Services
Unit 9 – Technical Support Services

July 1, 2000 - June 30, 2001

	California State Employees Association 1108 "O" Street Sacramento, CA 95814		The California State University Office of the Chancellor 401 Golden Shore Long Beach, CA 90802-4210
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TABLE OF CONTENTS

		Page
ARTICLE 20	SALARY.....	1
	General Salary Increase.....	1
	Market Salary Adjustments.....	1
	Shift Differential.....	1
	Pay Plans.....	2
	Merit Salary Increase.....	3
	Labor Management Committee.....	5
	Bonus Plans.....	7
	In Range Progression.....	8
	Salaries for Classifications with Skill Levels and Sub-ranges.....	8
	Salary Stipends.....	8
	Red Circle Rates.....	8
	Emergency Pay.....	9
ARTICLE 21	BENEFITS.....	10
	Health.....	10
	Dental.....	10
	Vision Care.....	10
	Eligibility.....	10
	Health, Dental and Vision Benefits for Domestic Partners.....	11
	Non-Industrial Disability Insurance.....	11
	403 (b) Plan.....	11
	Information Regarding Benefits.....	12
	Travel Reimbursement.....	12
	Parking.....	12
	Uniform Reimbursement.....	12
	Employee Assistance Programs.....	13
	Dependent Care Reimbursement.....	13
	Retirement.....	13
	Enhanced 1959 Survivors Benefit.....	13
	Dependent Care.....	14
	Health Premium Conversion Program (TAPP).....	14
	FlexCash Plan.....	14
	Part-Time Employees Retirement Plan.....	14
	Golden Handshake.....	15
APPENDIX E	SALARY SCHEDULES.....	16
	Bargaining Unit 2.....	16
	Bargaining Unit 5.....	25
	Bargaining Unit 7.....	35
	Bargaining Unit 9.....	66
APPENDIX F	MARKET EQUITY AGREEMENT.....	17
APPENDIX G	PUBLIC SAFETY SUPPORT/PUBLIC AFFAIRS/MEDIA/ARTS CLASSIFICATIONS (Memorandum of Understanding and Implementation Roadmap).....	106
	SIGNATURE PAGE.....	Back Cover

ARTICLE 20

SALARY

- 20.1 The salary schedule for bargaining unit employees in Units 2, 5, 7, and 9 shall be found in Appendix E and incorporated in this Agreement by reference.
- 20.2 An employee shall be assigned a salary rate within the salary range or sub-range appropriate to his/her classification. The salary range or sub-range for each classification shall include a minimum salary rate and maximum salary rate.
- 20.3 Employee compensation programs, including the General Salary Increase (GSI), the Merit Salary Increase (MSI), and the Market Salary Adjustment (MSA), shall be implemented only in fiscal years in which the parties expressly agree to such programs or agree to provide increases in such programs. For fiscal year 2000-2001, these programs, as set forth in this Agreement, shall become effective July 1, 2000.

General Salary Increase

- 20.4 For fiscal year 2000-2001, all salary rates on the salary ranges for all bargaining unit classifications, and the individual salary rates of all bargaining unit members shall be increased effective July 1, 2000, by 2.00% provided that the final state budget general fund appropriation and allocation to the CSU is no less than the level of the general fund appropriation to the CSU in the Governor's May 15, 2000, Budget for fiscal year 2000/01; and

Market Salary Adjustments

- 20.5 For fiscal year 2000-2001, the parties shall negotiate the distribution of a two percent (2%) increase in the compensation pool for bargaining unit employees in designated classifications to be effective on July 1, 2000, provided that the final state budget general fund appropriation and allocation to the CSU is no less than the level of the general fund appropriation to the CSU in the Governor's May 15, 2000, Budget for fiscal year 2000/01.

The designated classifications and the percent increase shall be as specified in Appendix F (Market Equity Agreement).

Shift Differential

- 20.6 An eligible employee who is regularly assigned to work four (4) or more hours between 6 p.m. and midnight (exclusive of overtime) shall be paid a shift differential of one dollar and twenty-five cents (\$1.25) per hour for the employee's entire shift.

- 20.7 An eligible employee who is regularly assigned to work four (4) or more hours between midnight and 6 a.m. (exclusive of overtime) shall be paid a shift differential of two dollars and twenty cents (\$2.20) per hour for the employee's entire shift.
- 20.8 An eligible employee who is regularly assigned to work a shift that begins between 6 p.m. and midnight and continues for at least four (4) hours beyond midnight shall be paid a shift differential in accordance with provision 20.7. Such hours shall be exclusive of overtime.
- 20.9 All non-exempt employees who are regularly assigned to a shift as defined in provisions 20.6, 20.7 and 20.8 are eligible to receive a shift differential.

Pay Plans

- 20.10 Probationary and permanent employees shall be eligible to request participation in the 10/12 or 11/12 pay plan. The assignment of an eligible employee into the 10/12 or 11/12 pay plan and the yearly schedule shall be by mutual agreement of the appropriate administrator and the employee. Final approval by the President is required prior to employee participation in the 10/12 or 11/12 pay plan.
- 20.11 A 10/12 or 11/12 pay plan yearly schedule shall provide that the appropriate period of time in work status and non-work status shall be scheduled within one (1) year.
- 20.12 A yearly schedule for an employee in the 10/12 pay plan program shall normally be five (5) consecutive pay periods in work status, followed by one (1) pay period in non-work status, or ten (10) consecutive pay periods in work status, followed by two (2) consecutive pay periods in non-work status. A yearly schedule for an employee in the 11/12 pay plan program shall normally be eleven (11) consecutive pay periods in work status followed by one (1) pay period in non-work status.
- 20.13 Variations of a normal yearly schedule may be approved by the President, except that a variation of a normal yearly schedule shall not provide for a period of time in non-work status that requires advance payment of salary. Variations may include, but shall not be limited to, a movement from work status to non-work status at times other than the beginning of a pay period or patterns other than the normal yearly schedule, such as "6-1:4-1" or "7-1:3-1." Some variations of a normal yearly schedule may require delayed adjustments in salary payments.
- 20.14 Withdrawal from participation in the 10/12 or 11/12 pay plan and return to a twelve (12) month annual work year may be requested by an employee in accordance with campus procedures. The appropriate administrator may request an employee on the 10/12 or 11/12 pay plan return to a twelve month annual work year. In both instances, the employee and the appropriate administrator shall attempt to reach mutual agreement regarding the request. In the absence of mutual

agreement, the President shall make a final determination as to the approval or denial of such requests. The President may return an employee to a twelve (12) month annual work year. The employee shall be provided written notice four (4) months prior to such a return.

- 20.15 An employee participating in the 10/12 or 11/12 pay plan shall receive his/her (10 month or 11 month) annual salary in twelve (12) salary warrants and appropriate benefits on a twelve (12) month basis.
- 20.16 An employee moving from a twelve (12) month status to the 10/12 or 11/12 pay plan shall retain his/her anniversary date.
- 20.17 An employee on the 10/12 or 11/12 pay plan shall accrue sick leave, vacation, and seniority during the full twelve (12) month period. An employee on the 10/12 or 11/12 pay plan who is not in work status on the day a holiday is officially observed shall not be entitled to the holiday.
- 20.18 Ten (10) or eleven (11) months of service by an employee in the 10/12 or 11/12 pay plan shall constitute one (1) year of service for employment status matters, Merit Salary Increase, and retirement.
- 20.19 Approval or denial by the President of employee requests as specified in provision 20.10 shall be based on operational need and shall not be unreasonably denied. This provision shall not be subject to the Grievance Procedure.
- 20.20 Employees serving in an academic year appointment that is less than full-time will be paid at the equivalent full twelve (12) month hourly rate for any time worked in excess of the academic year assigned timebase.

Merit Salary Increase

- 20.21 If agreement between the CSU and CSEA is reached on provision 20.23, then the contract provisions 20.23 through 20.27 and 20.29 through 20.30 will be stricken from the 1999/2001 collective bargaining agreement. If agreement on provision 20.23 is not reached, provisions 20.23 through 20.27 and 20.29 through 20.30 will remain in the agreement.
- a. A Merit Salary Increase (MSI) is movement within a salary range based upon an overall annual job performance rating of satisfactory, its equivalent, or better. An overall rating is a comprehensive rating based on a review of all performance categories.
 - b. Employees with an overall rating below satisfactory, or its equivalent, or less than twelve (12) months of campus service as of July 1, 2000, shall not be eligible. An MSI shall be based upon the fiscal year 1999/2000 performance evaluation or the most recent annual performance evaluation in accordance with campus policy.

- c. Each employee shall receive a performance evaluation in accordance with Article 10, Employee Performance. This procedure does not require campuses to modify existing performance evaluation forms unless existing forms do not have an overall rating. In such cases an overall rating must be determined and added or attached to the performance evaluation form. Existing annual performance evaluations and overall ratings contained in the official personnel file shall remain unchanged except with the addition of an overall rating where none exists. No employees' overall performance rating shall be changed after it has been presented to the employee for signature.
- d. An employee whose performance has been rated overall as satisfactory, or its equivalent, shall receive a 1.2% (one and two-tenths percent) increase. An employee whose performance has been rated overall as above satisfactory shall receive an increase in excess of 1.2% (one and two-tenths percent). The percent increase shall be determined by the President, the President's designee or other appropriate administrator. All CSEA represented employees rated at the same level of overall performance on the same campus shall receive the same percentage increase to the nearest tenth of a percent. This increase shall be an increase to the employees base salary except for those employees at the top of the salary range as described in provision 20.21(e). In no event shall an MSI increase cause an employee's salary rate to exceed the maximum of the range.
- e. In cases where bargaining unit employees have reached the top of the classification salary range or sub-range in the salary schedule in Appendix E, the percentage increase for an MSI shall be in the form of a lump sum bonus based on the annual gross earnings between 7/1/99 and 6/30/2000.
- f. During the fiscal year 2000/2001, the amount of the compensation pool funds assigned to the MSI program shall be \$6,235,900 excluding associated benefits costs. The above sum of \$6,235,900 for fiscal year 2000/2001 shall be proportionally allocated to individual campuses based upon the salary base of CSEA represented employees on each campus. MSI Compensation pool funds may be augmented with campus funds. The effective date for an MSI shall be July 1, 2000.
- g. The implementation of the MSI program as described in provision 20.21 requires changes to the salary schedule and other components of the compensation program including but not limited to the SBSI program. All of these changes required to implement provision 20.21 are in effect only for fiscal year 2000/2001 and shall not be extended without the express written consent of both CSEA and the CSU. This provision shall not supercede the work of the Labor Management Committee (LMC) as described in Section 20.22. The work of the LMC shall be extended into fiscal year 2000/2001.
- h. The decision of the President, the President's designee, or other appropriate administrator as to who is to receive an MSI and the percent amount for each

performance rating level of the MSI shall not be subject to Article 7, Grievance Procedure, unless the employee alleges that he or she did not receive the same percent increase to the nearest tenth of a percent as other employees at the same performance rating level, or if the employee alleges that an existing overall rating was changed for the sole and express purpose of denying an MSI. Performance evaluations shall not be subject to Article 7, Grievance Procedure, unless the grievant alleges the procedures in the provisions of Article 10 or this Section have been violated, misinterpreted, or misapplied.

Labor Management Committee

- 20.22 a. Within sixty (60) days of the ratification of this Agreement the parties agree to form a Labor Management Committee (LMC). The LMC shall develop goals and objectives for carrying out its mission. The tasks of the LMC include, but are not limited to:
1. creating an LMC structure systemwide to provide for input on compensation and performance management programs, including but not limited to, general salary increases, service based salary increases, performance based salary increases, longevity pay and market salary adjustments, and related workload issues from the divergent occupational groupings of employees in bargaining units 2, 5, 7 and 9;
 2. evaluating and recommending compensation and performance management programs from institutions of higher education and other comparable organizations;
 3. evaluating the CSU compensation and performance management programs and recommending future strategies; and
 4. recommending implementation strategies and timetables for alternatives presented.
- b. The parties agree to utilize an organization development consultant (agreeable to both the CSU and CSEA) with proven ability to facilitate labor management committees with large multi-location interests.
- c. The CSU agrees to pay the consultant costs in an amount not to exceed \$100,000.
- d. The LMC shall be composed of twelve (12) voting members, six (6) selected by the CSEA and six (6) selected by the CSU who shall have the authority to represent and act on behalf of their constituents.
1. Two co-chairs of the LMC shall be selected, one from the voting members of each party.

2. The LMC shall operate by consensus.
- e. Release time shall be provided to members of the LMC for the purpose of participating on the committee.
- f. The Vice Chancellor of Human Resources (VCHR) shall work with CSEA to select a mutually acceptable consultant facilitator. The LMC shall provide periodic reports to the CSU and CSEA. The LMC shall present its final report to the VCHR, and to CSEA, which may take recommendations of the LMC to its constituencies for their approval.

20.23 Within ninety (90) days of ratification, the parties agree to form an Information Technology Labor Management Committee (ITLMC) to assess and provide recommendations to their constituents on the recruitment and retention of IT employees including salaries, professional development and other IT staffing issues.

The ITLMC shall be composed of twelve (12) voting members, six (6) selected by the CSEA and six (6) selected by the CSU who shall have the authority to represent and act on behalf of their constituents.

- a. Two co-chairs of the ITLMC shall be selected, one from the voting members of each party.
- b. The ITLMC shall operate by consensus.

Release time shall be provided to members of the ITLMC for the purpose of participating on the committee.

20.24 During fiscal year 2000/2001, the compensation pool allocated to CSEA-represented bargaining units shall be dedicated to but not limited to: GSIs, MSIs, Market Salary Adjustments and other compensation programs. CSEA may take the recommendations of the LMC to its constituencies for their approval. If the CSEA constituencies do not approve the consensus agreement, recommended by the LMC, then this provision and the percentages specified herein shall be subject to the 2000/2001 re-opener negotiations, or subsequent negotiations, as specified in Article 25 of this agreement.

20.25 For fiscal year 2000/2001, the amount of funds dedicated to the MSI program pursuant to provision 20.21 above, will be expended on MSIs. If the total amount of funds dedicated to this program in fiscal year 2000-2001 is not allocated or encumbered for MSI recipients by February 1, the Union may request by the following March 15 to meet with CSU to negotiate regarding the unallocated or unencumbered funds, and CSU shall agree to such a request.

20.26

Bonus Plans

A bonus is a lump sum payment that is not a permanent increase to the base salary of the individual and may be granted at the discretion of the President. A bonus may be awarded at any time and may be used for a variety of salary adjustments including, but not limited to the following:

- a. Performance recognition of a bargaining unit employee shall be in the form of a bonus, of no more than the equivalent of an annual salary increase of five percent (5%) in the case of bargaining unit members who have reached the top of his/her classification salary range or sub-range in the salary schedule in Appendix E. These bonuses shall be from campus funds.
- b. A recruitment bonus may be offered to a candidate as an inducement to commit to employment with the CSU. If the candidate does not complete the probationary period, the bonus must be returned to the CSU.
- c. A retention bonus may be awarded to an employee for staying with the CSU and who is in a position in a classification that is critical to the ongoing operations of the CSU, is in short supply in the labor market, and is a difficult to recruit for classification. The requirements for the retention bonus must be in writing. The minimum time period that an employee must commit to stay with the CSU in order to receive a retention bonus is twelve (12) months.
- d. A critical skills bonus may be awarded to an employee who possesses and uses skills that are necessary and critical to the ongoing operations of the CSU. The employee must be actively using the skills in order to receive the bonus.
- e. An individual or group performance bonus may be awarded for exceptional performance. The performance criteria must be in writing and generally must be made known prior to the performance period.
- f. The decision of the President, made in accordance with this provision, regarding the award of a bonus shall be final and shall not be subject to Article 7, Grievance Procedure.
- g. The bonuses in sub-provisions (a) through (e) shall be campus funded.

20.27

For non-exempt employees, all bonus awards must be based on a percentage of the annual gross salary.

In Range Progression

20.28 An increase within a salary range for a single classification or within a sub-range of a classification with skill levels is referred to as an In-Range Progression. When the President, the President's designee, or appropriate administrator determines that an in range progression should occur, the salary shall increase by at least two and one-half percent (2.5%).

Salaries for Classifications with Skill Levels and Sub-ranges

20.29 The following provisions shall apply to employees appointed or assigned to classifications with skill levels and sub-ranges:

- a. Within each salary range for such a classification, sub-ranges with specified minimum and maximum rates are defined for each skill level.
- b. Employees shall be appointed or assigned by the President to a salary within a sub-range for the applicable skill level within the classification based on the requirements of the position and an assessment of the employee's qualifications and skills by the President. This provision shall not be subject to the grievance procedure.

Salary Stipends

20.30 An employee shall receive a monthly salary stipend when assigned by an appropriate administrator to temporary project coordination or lead work functions. These supplemental work assignments are to be made in writing and must have a specific beginning and ending date.

- a. The stipend is paid on a month to month basis for the duration of the work assignment.
- b. The stipend shall not exceed ten percent (10%) of the base monthly salary rate to be paid on a monthly basis.
- c. The decision of the appropriate administrator, made in accordance with this article, regarding the supplemental assignment of temporary lead work or project coordination functions shall be final and shall not be subject to Article 7, Grievance Procedure.

Red Circle Rates

20.31 A red circle rate is a salary rate above the maximum of the salary range for a class or sub-range for a skill level which may be granted by the President when an employee moves to a class or skill level with a lower salary range.

20.32 An employee whose class is abolished and who moves to a class or skill level with a lower salary range as a result of implementation of a new classification shall be granted a red circle rate.

- 20.33 If a red circle rate is granted, the employee shall retain the salary currently being paid (or a lesser salary rate up to twenty-five percent (25%) above the maximum salary rate of the lower class or skill level) and shall remain at that salary rate until the maximum salary rate of the lower class or skill level equals or exceeds the red circle salary rate or until the authorized time period for maintaining the red circle salary rate expires, whichever occurs first.
- 20.34 During the period of time an employee's salary remains above the maximum salary rate for the class, the employee shall not receive further salary increases, including Merit Salary Increases or General Salary Increases, except in cases of promotion while on a red circle rate.
- 20.35 Red circle rates shall not exceed twenty-five percent (25%) above the maximum of the salary range of the class or skill level to which the employee is moving. An employee may retain a red circle rate for up to five (5) years.
- 20.36 Red circle rates shall not be authorized for an employee when:
- a. an employee, for personal convenience, requests voluntary demotion;
 - b. an employee is demoted for cause other than for medical reasons.
- 20.37 An employee who was compensated at a salary rate above the maximum prior to a permanent separation will not be entitled to a red circle rate upon his/her return to work. Also, the authorization for a red circle rate shall be canceled if the employee refuses a bona fide offer of appointment to a position at the campus in a class or skill level in the same occupational group at a salary level equivalent to the original class or skill level from which the employee was moved.

Emergency Pay

- 20.38 When the President has declared a state of emergency at a campus, in exchange for the performance of emergency work by bargaining unit employees outside of their normal assignment, and at a time when those employees would, subject to the approval of the University, otherwise have been able to use administrative leave, the following emergency pay will be provided. Non-exempt personnel required to return to work shall receive emergency pay of an additional one-half (1/2) hour for each hour worked up to forty (40) hours per week. Hours worked in addition to forty (40) hours per week shall be paid at time and one-half (the inclusion of the phrase "an additional" is for the purpose of clarification only).

ARTICLE 21

BENEFITS

Health

- 21.1 Eligible employees and eligible family members as defined by PERS shall continue to receive health benefits offered through the PERS system for the life of this Agreement. Payment for those benefits shall be based on rates established by PERS for participating members. The Employer contribution shall be based on current formula as provided in Government Code Section 22825.1 for fiscal year 2000-2001.

Dental

- 21.2 For the life of this Agreement, the dental benefits provided by the CSU through the insurer(s) selected by the CSU for its indemnity and prepaid dental plans shall be offered to eligible employees and eligible family members as defined in Provisions 21.4 through 21.7. The CSU Enhanced Level II Indemnity Dental Plan shall be offered to eligible employees and eligible family members. For fiscal year 2000-2001, the Employer's contribution to such plans shall equal one hundred percent (100%) of the basic monthly premium.

Vision Care

- 21.3 For fiscal year 2000-2001, eligible employees and eligible family members as defined in Provisions 21.4 through 21.7 shall be entitled to receive vision care benefits. Such benefits shall be provided by the CSU through carriers selected by the CSU, and for fiscal year 2000-2001, the CSU hereby agrees the Employer's contribution shall equal one hundred percent (100%) of the basic monthly premium.

Eligibility

- 21.4 The term "eligible employee(s)" as used in this Article shall mean an employee or employees who are appointed half-time or more for more than six (6) months. Those excluded from dental benefits and vision care benefits include intermittent employees or any employee paid wholly from funds not controlled by the CSU or from revolving or similar funds from which a regular State share payment of the insurance premium cannot be made.
- 21.5 The term "eligible family member(s)" as used in this Article shall mean the eligible employee's legal spouse, and unmarried children from birth to the end of the month in which the dependent children reach age twenty-three (23). An adopted child, step-child, natural child recognized by the parent, or a child living with the employee in a parent-child relationship who is economically dependent upon the

employee is also eligible. A family member who is a disabled child over the age twenty-three (23) may also be enrolled if, at the time of initial enrollment of the employee, satisfactory evidence of such disability is presented to the carrier consistent with the carrier's requirements. Upon attaining age twenty-three (23), a disabled child who is already enrolled may be continued in enrollment if satisfactory evidence of that disability is filed with the carrier in accordance with the carrier's criteria.

- 21.6 If during the term of this Agreement, legislation is enacted to provide a funded rural health subsidy to eligible CSU employees, the CSU will negotiate the implementation of this benefit.

Health, Dental and Vision Benefits for Domestic Partners of CSU Benefit Eligible Employees

- 21.7 The parties agree to extend health, dental and vision benefits to domestic partners, as defined pursuant to section 297 et. Seq. of the Family Code, Article 9, section 22867 et. Seq. of the Government Code and section 1261 of the Health and Safety Code, of benefit eligible employees in CSEA-represented bargaining units. The parties further agree that the registration of domestic partners of CSEA-represented benefit eligible employees, and all other procedures and conditions required to receive health benefits, as currently set forth in PERS Circular Letter 600-18, shall also apply to the receipt of dental and vision benefits.

It is further understood and agreed that the parties to this agreement do not intend to waive, and do not waive, their individual and/or collective rights to challenge, including in a court of competent jurisdiction, the propriety and/or legality of PERS regulations as set forth in PERS Circular Letter 600-18. If said PERS regulations are revised, Circular Letter 600-18 regulations as amended will continue to control the implementation of health, dental and vision benefits for the domestic partners of CSEA-represented benefit eligible employees. Any such changes involving mandatory bargaining subjects under HEERA shall be subject to negotiation upon 30-day notice by a party to this agreement.

Non-Industrial Disability Insurance

- 21.8 The maximum weekly payment for eligible employees shall be two hundred fifty dollars (\$250.00).

403 (b) Plan

- 21.9 All members of CSEA-represented bargaining units shall be eligible to participate in tax-sheltered annuity programs in accordance with the regulations and procedures as established by the CSU and according to IRS regulations.

Information Regarding Benefits

- 21.10 The campus Human Resources Office shall provide information concerning an individual employee's rights under NDI, IDL, Temporary Disability, Social Security and/or PERS retirement options. Upon written request, an employee shall be granted an appointment, during work time, for the purpose of discussing such rights.

Travel Reimbursement

- 21.11 Employee expenses incurred as a result of travel on official CSU business shall be reimbursed in accordance with CSU travel regulations.

Parking

- 21.12 Employees wishing to park at any CSU facility shall pay the parking fee in accordance with CSU campus policy. Effective July 1, 2000, parking for CSEA-represented employees at Sonoma shall increase by no more than two dollars (\$2.00) per month. During fiscal year 2000/2001 there shall be no other parking fee increases. The CSU shall provide payroll deductions for this purpose.

Uniform Reimbursement

- 21.13 Employees in classification codes 8351 (Parking Officer), 8352 (Campus Guard), 8353 (Supervising Parking Officer), 8980 (Campus Fire Apparatus Engineer), and 8981 (Supervising Campus Fire Apparatus Engineer), who are required to wear an official uniform, shall be reimbursed actual costs up to three hundred fifty dollars (\$350.00) per calendar year for the replacement and maintenance of uniforms, subject to CSU accountable plan regulations. Such employees shall be responsible for the purchase and maintenance of uniforms for employment.
- 21.14 All employees in Class Code 8349 (Public Safety Dispatcher) appointed in excess of six (6) months who are required to wear a uniform as a condition of employment shall be reimbursed actual costs for replacement and maintenance up to two hundred dollars (\$200), subject to CSU accountable plan regulations.
- 21.15 Uniform reimbursements shall be excluded from the Public Employees' Retirement Plan's definition of compensation.
- 21.16 All deductions from the lump-sum payment for uniform reimbursement shall be in accordance with state and federal law.
- 21.17 Employees may submit reimbursement claims up to the annual maximum as stated in 21.13 and 21.14 for uniform replacement and maintenance costs on a monthly basis. Reimbursements will be processed in accordance with campus accounting

procedures. No employee shall be required to expend more than the amount indicated in Provisions 21.13 and 21.14 above on the replacement and maintenance of uniforms in a calendar year.

- 21.18 When the CSU provides a uniform to the employee, the employee is required to wear that uniform. The CSU will provide a reasonable number of uniforms.

Employee Assistance Programs

- 21.19 The CSU shall continue the existing Employee Assistance Program at each campus. Records pertaining to an employee's participation in the Employee Assistance Program shall remain confidential.

Upon approval, an employee undergoing treatment may use accrued sick leave, CTO, and vacation leave credits for such a purpose. Leaves of absence without pay may be granted by the President upon the recommendation of the Employee Assistance Program Coordinator if all sick leave, holiday credits, vacation and CTO have been exhausted and the employee is not eligible to use Industrial Disability Leave or Non-Industrial Disability Insurance Leave.

The President may elect to defer further or pending disciplinary action until the completion of the rehabilitation program and a reasonable period of time after the employee has returned to work. At the end of this reasonable period, the decision to impose discipline will be reevaluated.

Dependent Care Reimbursement

- 21.20 All bargaining unit employees shall be entitled to participate in the CSU Dependent Care Reimbursement Program. The terms of this program shall be determined by the CSU and IRS regulations. All administrative costs for participation shall be paid by participating employees.

Retirement

- 21.21 Eligible employees shall be included in the "State Peace Officer/Firefighter Member" membership category under PERS as provided in Government Code Section 20396.

Enhanced 1959 Survivors Benefit

- 21.22 Eligible employees as defined under the Public Employees' Retirement System shall receive the improved 1959 Survivors Benefit as provided for in Government Code Section 21573. Bargaining unit employees shall pay a premium of two dollars (\$2.00) per month for this benefit. All monthly premiums in excess of the employee contribution shall be paid by the CSU.

Dependent Care

21.23 The CSU recognizes the importance of child care, elder care, and disabled dependent care needs to bargaining unit employees. Employees may participate in childcare programs in accordance with existing campus and systemwide policies. At an employee's request, he/she may participate in a flex-time program, upon verification of his/her dependent care needs. The appropriate administrator shall give consideration to an employee's child care, elder care, and disabled dependent care needs when an involuntary work schedule change is to be made. The decision of the appropriate administrator regarding voluntary and involuntary work schedule changes, including participation in flex-time programs, made pursuant to this provision, shall be final and shall not be subject to Article 7, Grievance Procedure.

Health Premium Conversion Program (TAPP)

21.24 All eligible employees who contribute toward health benefits pursuant to Provision 21.1 shall be entitled to participate in the CSU Health Premium Conversion Program. The terms of this program shall be determined by the CSU. All administrative costs for participation shall be paid by the participating employees.

FlexCash Plan

21.25 All employees eligible for health and dental insurance, pursuant to this Article, shall be entitled to participate in the CSU FlexCash Plan. A participating employee may waive health and/or dental insurance coverage in exchange for the following monthly payments:

1. Waive medical & dental \$140 per month
2. Waive medical only \$128 per month
3. Waive dental only \$ 12 per month

In order to participate in the Plan, an employee will be required to request participation and certify that he/she has alternate non-CSU coverage in the insurance being waived. The terms of this Plan shall be determined by the CSU. All administrative costs for participation shall be paid by the participating employees.

Part-Time Employees Retirement Plan

21.26 Part-time, seasonal, temporary and intermittent employees who do not otherwise participate in the Public Employees Retirement System will be included in the University of California Defined Contribution Plan, a FICA-Safe Harbor Plan, in accordance with the regulations under section 3121(b)(7)(f) of the Internal Revenue

Code. The total cost of the plan will be paid by participating employees in the form of a seven and one-half percent (7.5%) pretax reduction, in accordance with section 414(h) of the Internal Revenue Code, from a participating employee's covered wages each pay period. There shall be no cost to the CSU.

The CSEA shall receive appropriate advance notice of any change to this Plan. In the case of termination of the Plan or revision of the employees' contribution rate, the CSEA shall receive appropriate advance notice and the parties will meet and confer over the impact of such termination or revision.

Golden Handshake

21.26 If, during the life of this Agreement, the Office of the Governor and the Department of Finance advise the CSU of the availability of the early retirement program (so-called "Golden Handshake") for CSEA-represented employees, the University agrees to notify the Union and, upon written request from the Union, to meet and confer regarding said availability.

**APPENDIX E
SALARY SCHEDULE**

To view Salary Schedule for this time period, please click on link below:

<http://www.calstate.edu/hrpims/Salary/SalarySchd20001006.pdf>

APPENDIX F

MARKET EQUITY AGREEMENT

June 28, 2000

For fiscal year 2000/2001 and in accordance with Provision 20.6 of Article 20, and in recognition of current market conditions, individual salary rates and/or salary ranges of the bargaining unit classifications identified in the attached worksheet, shall be increased effective July 1, 2000 according to the following provisions.

1. Both the salary range minimums and maximums and individual employee salary rates, except as indicated in the footnote below, shall be adjusted by the proposed equity increase percentage amount for the following classifications:

a. <u>Unit 2 Classifications</u>			b. <u>Unit 5 Classifications</u>		
Code	Title	% inc	Code	Title	% inc
1140	Health Record Tech	5%	0726	Lead Groundswoker	3%
7926	Clinical Lab Tech II	5%	0731	Groundswoker	3%
7927	Clinical Lab Tech I	5%	0735	Irrigation Specialist	5%
7976	Speech Pathologist	10%	0739	Pest Control & Spray Spec	5%
7980	Physical Therapist I *	10%			
7981	Physical Therapist II	10%	0743	Gardener	5%
7991	Pharmacist – 10 month	10%	0745	Gardening Specialist	5%
7992	Pharmacist – 12 month	10%	0746	Tree Trimmer I	5%
7995	Radiological Tech I	5%	0748	Tree Trimmer II	5%
7996	Radiological Tech II	5%	1508	Warehouse Worker	3%
8134	LVN	5%	2010	Custodian	2%
8135	Clinical Aid I	4%	2015	Lead Custodian	2%
8136	Clinical Aid II	4%	6223	Laborer	5%
8145	Health Ed Assistant	10%	6363	Lt Automotive Equip Oper	2%
8147	Health Educator	10%	6366	Hvy Equip Oper/Bus Driver	2%
8150	RN I - 10 month*	5%	6367	Hvy Const Equip Operator	2%
8151	RN I – 12 month	5%			
8153	RN II – 10 month	5%			
8154	RN II – 12 month	5%			
8156	RN III – 10 month	5%			
8157	RN III – 12 month	5%			
8165	NP – 10 month	5%			
8166	NP – 12 month	5%			

* This classification was not populated at the time of the Tentative Agreement so no individual employee salary rates will be increased.

Both the salary range minimums and maximums and individual employee salary rates shall be adjusted by the proposed equity increase percentage amount for the following classifications:

c. Unit 7 Classifications						
Code	Title	% inc		Code	Title	% inc
1100	Payroll Tech I	3%		1553	Inventory Clerk	4%
1101	Payroll Tech II	3%		1727	Supv Account Clerk I	3%
1102	Payroll Tech III	3%		1730	Accounting Technician I	3%
1426	Micrographics Tech	3%		1733	Accounting Clerk	3%
1428	Supervising Micrographics Tech I	3%		1740	Accounting Technician III	3%
1430	Supervising Micrographics Tech II *	3%				
1450	Duplicating Machine Oper I	5%		1741	Accounting Technician II	3%
1464	Duplicating Machine Supv I	5%		1758	Collections Rep I	3%
1466	Duplicating Machine Oper II, Offset	5%		1759	Collections Rep II	3%
1467	Duplicating Machine Oper II, Direct Impression	5%		2905	Library Asst II	3%
1471	Repro Processes Supv I	5%		2906	Library Asst I	3%
1472	Repro Processes Asst	4%		2907	Library Asst III	3%
1502	Shipping & Receiving Asst I	4%		2908	Library Asst IV	3%
1504	Mail Services Supv I	4%		4791	Buyer I	3%
1505	Mail Clerk	4%		4792	Buyer II	3%
1506	Storekeeper I	4%		4739	Buyer II - Lead	3%
1509	Stock Clerk	4%		4794	Buyer III	3%
1549	Property Clerk II	4%		4795	Buyer III - Lead	3%
1550	Property Clerk I	4%				

Both the salary range minimums and maximums and individual employee salary rates shall be adjusted by the proposed equity increase percentage amount for the following classifications:

d. Unit 9 Classifications						
Code	Title	% inc		Code	Title	% inc
1762	Accountant I	2%		7165	Interpret/Transliterator I AY	15%
4555	Accountant II	2%		7166	Interpret/Transliterator II AY	15%
6725	Sr Planner/Estimator/Schedule	5%		7167	Lead Inter/Transliterator AY*	15%
6726	Planner/Estimator/Schedule	5%		7168	Lead Interp/Transliterator*	15%
7125	Media Production Spec I	3%		7169	Interpret/Transliterator II	15%
7126	Media Production Spec II	3%		7170	Interpret/Transliterator I	15%
7127	Media Production Spec III	3%		8980	Campus Fire Appar Eng	3%
				8981	Sup Campus Fire Appar Eng*	3%

2. For the following classifications, the salary range minimums and the individual employee salary rates shall be adjusted by the proposed equity increase percentage amount, except as indicated in the footnote below. In addition, the salary range maximums shall be increased by fifteen percent (15%).

Unit 9 Classifications						
Code	Title	% inc		Code	Title	% inc
400	Analyst/Programmer - 12	4.6%		430	Network Analyst - 12	4.6%
401	Analyst/Programmer - 11/12	4.6%		431	Network Analyst - 11/12	4.6%
402*	Analyst/Programmer - 10/12	4.6%		432	Network Analyst - 10/12	4.6%
410	Oper Systems Analyst - 12	4.6%		440	Equipment Sys Spec - 12	4.6%
411*	Oper Systems Analyst - 11/12	4.6%		441*	Equipment Sys Spec - 11/12	4.6%
412*	Oper Systems Analyst - 10/12	4.6%		442*	Equipment Sys Spec - 10/12	4.6%
420	Info Tech Consultant - 12	4.6%		450	Operation Specialist - 12	4.6%
421	Info Tech Consultant - 11/12	4.6%		451*	Operation Specialist - 11/12	4.6%
422	Info Tech Consultant - 10;/12	4.6%		452*	Operation Specialist - 10/12	4.6%

3. Market equity increases resulting from the Public Safety Support and Public Affairs, Media/Arts classification studies shall be adjusted by the proposed equity increase percentage amount for the classifications listed below. The increases will be to the salary range minimums, maximums and individual employee salary rates, except as indicated in the footnote below. These increases will be effective July 1, 2000 and the new classifications and their adjusted salary ranges will be implemented effective December 1, 2000.

Unit 7 Classifications			Unit 9 Classifications		
Code	Title	% inc	Code	Title	% inc
1160	Editorial Aid	9%	2844	Photographer II	3%
1413	Graphics Specialist I	3%	2845	Photographer I	3%
1414	Graphics Specialist II	3%	2929	Graphic Artist I	5%
1415	Lead Graphics Specialist	3%	2930	Graphic Artist II	5%
2935	Slide Curator I	6%	5597	Public Affairs Assistant I	9%
2936	Slide Curator II	6%	5598	Public Affairs Assistant II	9%
8341	Parking Garage Supervisor*	3%	6507	Stage Tech II	3%
8349	Public Safety Dispatcher	12%	6508	Stage Tech I	3%
8351	Parking Officer	3%	6514	Costume Tech I	11%
8352	Campus Guard	3%	6515	Costume Tech II	11%
8353	Supervising Parking Officer	3%	6918	TV Engineer	3%

- * These classifications were not populated at the time of the Tentative Agreement so no individual employee salary rates will be increased.

APPENDIX G

**Memorandum of Understanding
between the California State University (CSU) and the California State
Employees Association (CSEA) for the Implementation of The Public Safety
Support Classifications and the Public Affairs/Media/Arts Classifications**

This Memorandum of Understanding constitutes the entire agreement between The California State University (CSU) and the California State Employees Association (CSEA), and satisfies all bargaining obligations resulting from meeting and conferring pursuant to HEERA and Article 17 of the parties Collective Bargaining Agreement on the issue of the impact of the implementation of Public Safety Support classifications, Public Affairs/Media/Arts classifications.

The parties agree that the new Public Safety Support classifications, and the new Public Affairs/Media/Arts classifications, shall be implemented according to the conversion road map as identified in Appendices A, and B, and C. The classifications of employees shall be converted from those listed in the "Current Classifications" column to those listed in the "New Classification/Level" column. There shall be no increase in salary for any employee as a result of the conversion of his/her existing classification to the listed classification identified in the road map conversion. Therefore, the implementation of the Public Safety Support classifications, and the Public Affairs/Media/arts classifications, shall result in no costs to the Employer. The time line requirements in provision 17.7 for employee requested position descriptions do not apply to this conversion. These new classifications and their adjusted salary ranges will be implemented effective December 1, 2000.

For the CSU

For the CSEA

Date _____

Date _____

CSEA Public Safety Support Classification Study
IMPLEMENTATION ROAD MAP

CURRENT CLASSIFICATIONS & SALARY RANGES as of 7/1/2000 (Number of incumbents as of 12/99)	<u>NEW CLASSIFICATIONS/LEVELS & SALARY RANGES</u> as of 12/1/2000
CLASSIFICATION 1 (8800 – 8802*)	
<u>Unit 7</u>	Police Dispatcher Trainee <i>New level to be considered in 2000/01</i>
8349 – Public Safety Dispatcher (111) Salary Range: \$2,708 - \$3,528	Police Dispatcher, Level I Salary Range: \$2,600 - \$3,700
New Level - For lead/senior dispatchers. No employees will convert to this level.	Police Dispatcher, Level II Salary Range: \$2,950 - \$4,425
CLASSIFICATION 2 (8810 – 8812*)	
<u>Unit 7</u>	Parking Officer, Level I Salary Range: \$2,152 - \$3,228
8351 – Parking Officer (102) Salary Range: \$2,299 - \$2,993	
<u>Unit 7</u>	Parking Officer, Level II Salary Range: \$2,413 - \$3,500
8353 – Supervising Parking Officer (14) Salary Range: \$2,395 - \$3,126	
8341 – Parking Garage Supervisor (0) Salary Range: \$2,416 - \$3,158	
CLASSIFICATION 3 (8820 – 8822*)	
<u>Unit 7</u>	Community Service Specialist, Level I Salary Range: \$2,152 – \$3,228
8352 – Campus Guard (40) Salary Range: \$2,299 - \$2,993	
New Level - No employees will convert to this level.	Community Service Specialist, Level II Salary Range: \$2,413 - \$3,500
CLASSIFICATION 4 (8830 – 8832*)	
<u>Unit 9</u>	Fire Apparatus Engineer Salary Range: \$2,999 - \$4,360
8980 – Campus Fire Apparatus Eng (1) Salary Range: \$3,089 - \$4,085	
8981 – Sup Campus Fire App Eng (0) Salary Range: \$3,387 - \$4,486	

CSEA Public Affairs/Media/Arts Classification Study

IMPLEMENTATION ROAD MAP

CURRENT CLASSIFICATIONS & SALARY RANGES as of 7/1/2000 (Number of incumbents as of 12/99)	<u>NEW CLASSIFICATIONS/LEVELS & SALARY RANGES</u> as of 12/1/2000
CLASSIFICATION 1 (0800 – 0802*)	
<p><u>Unit 7</u> 1160 – Editorial Aid (8) Salary Range: \$2,493 - \$3,254</p> <p><u>Unit 9</u> 5597 – Public Affairs Asst I (45) Salary Range: \$2,826 - \$3,715</p>	<p><u>Unit 9</u> Public Affairs/Communications Spec, Level I Salary Range: \$2,527 - \$3,790</p>
<p><u>Unit 9</u> 5598 – Public Affairs Asst II (75) Salary Range: \$3,227 - \$4,267</p>	<p>Public Affairs/Communications Spec, Level II Salary Range: \$3,040 - \$4,558</p>
<p>New Level – No employees will convert to this level</p>	<p>Public Affairs/Communications Spec, Level III Salary Range: \$3,550 - \$5,325</p>
CLASSIFICATION 2 (0810 – 0812*)	
<p><u>Unit 9</u> 7125 – Media Prod Specialist I (27) Salary Range: \$2,652 - \$3,494</p> <p>2845 – Photographer I (5) Salary Range: \$2,883 - \$3,812</p>	<p>Media Production Specialist, Level I Salary Range: \$2,527 - \$3,790</p>
<p><u>Unit 9</u> 7126 – Media Prod Specialist II (19) Salary Range: \$3,177 - \$4,202</p> <p>2844 – Photographer II (12) Salary Range: \$3,311 - \$4,385</p>	<p>Media Production Specialist, Level II Salary Range: \$3,040 - \$4,558</p>
<p><u>Unit 9</u> 7127 – Media Prod Specialist III (32) Salary Range: \$3,648 - \$4,836</p>	<p>Media Production Specialist, Level III Salary Range: \$3,550 - \$5,325</p>
CLASSIFICATION 3 (0820 – 0822*)	
<p><u>Unit 9</u> 2929 – Graphic Artist I (31) Salary Range: \$2,939 - \$3,886</p>	<p>Graphic Designer, Level I Salary Range: \$2,788 - \$4,015</p>
<p><u>Unit 9</u> 2930 – Graphic Artist II (47) Salary Range: \$3,376 - \$4,470</p>	<p>Graphic Designer, Level II Salary Range: \$3,215 - \$4,822</p>
<p>New Level – No employees will convert to this level.</p>	<p>Graphic Designer, Level III Salary Range: \$3,550 - \$5,325</p>

CSEA Public Affairs/Media/Arts Classification Study

IMPLEMENTATION ROAD MAP

CURRENT CLASSIFICATIONS & SALARY RANGES as of 7/1/2000 (Number of incumbents as of 12/99)	<u>NEW CLASSIFICATIONS/LEVELS & SALARY RANGES</u> as of 12/1/2000
CLASSIFICATION 4 (0830 – 0832*)	
Unit 7 1413 – Graphic Specialist I (12) Salary Range: \$2,271 - \$2,958	Desktop Publishing/Graphic Specialist, Level I Salary Range: \$2,152 - \$3,228
Unit 7 1414 – Graphics Specialist II (23) Salary Range: \$2,457 - \$3,217 1415 – Lead Graphics Specialist (2) Salary Range: \$2,457 - \$3,217	Desktop Publishing/Graphic Specialist, Level II Salary Range: \$2,385 - \$3,500
CLASSIFICATION 5 (0840 – 0842*)	
Unit 9 6514 – Costume Technician I (9) Salary Range: \$2,858 - \$3,765 6508 – Stage Technician I (67) Salary Range: \$2,899 - \$3,832	Performing Arts Technician, Level I Salary Range: \$2,788 - \$4,015
Unit 9 6515 – Costume Technician II (16) Salary Range: \$3,125 - \$4,129 6507 – Stage Technician II (26) Salary Range: \$3,177 - \$4,202	Performing Arts Technician, Level II Salary Range: \$3,018 - \$4,527
Unit 9 New Level – No employees will convert to this level	Performing Arts Technician, Level III Salary Range: \$3,215 - \$4,822
CLASSIFICATION 6 (0850 – 0852*)	
Unit 9 6918 – TV Engineer (19) Salary Range: \$4,394 - \$5,834	Broadcast Engineer Salary Range: \$4,266 - \$5,972
CLASSIFICATION 7 (0860 – 0862*)	
Unit 7 2935 – Slide Curator I (5) Salary Range: \$2,801 - \$3,685	Visual Resource Specialist, Level I Salary Range: \$2,641 - \$3,966
Unit 7 2936 – Slide Curator II (12) Salary Range: \$3,199 - \$4,229	Visual Resource Specialist, Level II Salary Range: \$3,018 - \$4,527