

**Addendum to the
Collective Bargaining
Agreement Between
The Board of Trustees
of
The California State University
and the
State Employees Trades Council
*Unit 6 - Skilled Crafts***

July 1, 2006 - June 30, 2008



**State Employees Trades
Council
P.O. Box 5258
Blue Jay, CA 92317-5258**



**The California State University
Office of the Chancellor
401 Golden Shore
Long Beach, CA 90802-4210**

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c. Two (2) Year Apprenticeships

1st 6 months	65%
2nd 6 months	75%
3rd 6 months	85%
4th 6 months	95%

Provisions 24.7 through 24.13 below do not apply to employees in apprentice positions.

General Salary Increase (GSI)

24.4 A General Salary Increase (GSI) is a percentage increase applied to the minimum and maximum rate on the new salary schedule for all bargaining unit classifications and to the individual salary rates of all bargaining unit members.

Fiscal Year 2006/07

For fiscal year 2006/07, the General Salary Increase (GSI) of three (3) percent shall be applied to the individual salary rates. This increase shall be effective July 1, 2006. Also effective July 1, 2006, the minimum and maximum rates on the new salary schedule shall also be increased by three (3) percent except that after the three (3) percent GSI is applied to the individual salary rates the minimum salary rates in Appendix C for Group 3 shall be set at fifty thousand five hundred fifty-six dollars (\$50,556) per year and Group 4 shall be set at fifty-three thousand seven hundred thirty-six dollars (\$53,736).

Fiscal Year 2007/08

For fiscal year 2007/08, the General Salary Increase (GSI) applied to the individual salary rates and to the minimum and maximum rates shall be three (3) percent effective July 1, 2007 provided that all of the following occur:

- a. The CSU receives in the final 2007/08 state budget the total Governor/CSU Higher Education Compact sources of revenue on the 2006/07 final budget base identified in the November 2006 approved CSU Board of Trustees 2007/08 Support Budget request. Further the final 2007/08 state budget for the CSU should be consistent with the uses of total revenue stated in the 2007/08 Board of Trustees support budget request, and
- b. The state legislature has not redirected CSU funding for other purposes.

If these budgetary conditions are not satisfied, the parties shall reopen bargaining on all provisions negotiated for fiscal year 2007/08 in Articles 24 (Salary) and 25 (Benefits) pursuant to Article 32 (Duration).

Additional Fiscal Year 2007/08 Increases

If the SETC-United supports the total CSU budget submitted by CSU to the Department of Finance, which shall include an additional one (1) percent increase for compensation for all CSU employees in the CSU budget for fiscal year 2007/08 and the CSU receives all of the revenue requested in its final budget, the three (3) percent GSI effective July 1, 2007 shall be increased to three and a half (3.5) percent. The additional half (0.5) percent compensation funds available for the unit as a result of the augmentation shall be dedicated to address market/equity issues as determined by the parties.

However, if no augmentation is achieved or the funds are redirected from the uses of revenues submitted by the CSU in its the original budget, or if SETC-United does not support the total 2007/08 CSU budget, the additional one percent compensation (0.5 GSI and 0.5 Equity) for fiscal year 2007/08 shall not be implemented and no further salary reopener bargaining shall be necessary.

Fiscal Year 2006/07 Equity Increases

24.5 Effective with the June 2007 pay period, active and on-leave employees in the following class codes shall receive a one (1) percent increase to their individual base salary rate:

- Building Service Engineer (6702)
- Carpenter (6476)
- Electrician (6533)
- Facilities Control Specialist (6260)
- Ld Plumber (6548)
- Ld Electrician (6533)
- Ld Carpenter (6475)
- Metal Worker I (6280)
- Metal Worker II (6281)
- Plumber (6549)
- Refrigeration Mechanic (6699)
- Supervising Building Service Engineer (6700)
- Supervising Carpenter (6474)
- Supervising Electrician (6534)
- Supervising Plumber (6547)

Fiscal Year 2007/08 Equity Increases

24.6 Effective July 1, 2007, active and on-leave employees in the following class codes shall receive a one (1) percent increase to their individual base salary rate:

- Building Service Engineer (6702)
- Carpenter (6476)
- Electrician (6533)
- Facilities Control Specialist (6260)
- Ld Plumber (6548)
- Ld Electrician (6533)
- Ld Carpenter (6475)
- Metal Worker I (6280)
- Metal Worker II (6281)
- Plumber (6549)
- Refrigeration Mechanic (6699)
- Supervising Building Service Engineer (6700)
- Supervising Carpenter (6474)
- Supervising Electrician (6534)
- Supervising Plumber (6547)

In-Range Progression

24.7 An increase within a salary range that is not given for merit is referred to as an In-Range Progression. An In-Range Progression may be awarded when the president, the president's designee, or appropriate administrator determines that an In-Range Progression should occur.

Performance-Based Salary Increase

24.8 Campuses may award salary increases for meritorious performance from campus funds at any time. These salary increases may be in the form of permanent increases to salary rates or one-time bonuses. However, in no case may an employee's salary rate exceed the maximum of the range on the salary schedule for the employee's range and classification. Such awards are solely at the discretion of the President and shall not be subject to the Grievance Procedure.

Extended Performance Increase (EPI)

24.9 An Extended Performance Increase (EPI) is a permanent increase to an employee's base salary. It is the intent of the parties to bargain implementation of this program for each year during the life of this agreement. In the event the parties agree to fund the program – the specific amounts of both the size of the EPI pool and individual amounts of awards along with any associated implementation issues - will be determined through the collective bargaining process. However, in no case shall an employee receive any EPI award which would place their salary over the maximum salary rate for their classification. All EPIs awarded prior to July 1, 2004 shall remain in effect.

24.10 EPI Eligibility

To be eligible for an EPI, the employee's overall performance must have been satisfactory for the previous three (3) years, as evidenced by an overall performance evaluation rating of satisfactory or better, and have no disciplinary actions received in the past three (3) years which remain in the personnel file.

In addition to these performance requirements, the employee must have completed an anniversary of continuous CSU employment at a fifty (50) percent or more timebase at the employee's 3rd, 6th, 10th, 15th, 20th, 25th, 30th, 35th, 40th, etc. years) of qualifying pay periods and qualifying months of service at the CSU, as defined in Articles 16, 18, and 19 and below in this provision. For the purposes of this provision, any month in which the employee was not in pay status for at least eleven (11) days in the pay period is considered a break in the continuous service requirement.

A year of required service for a ten (10) month or 10/12 employee is the completion of twelve (12) pay periods and ten (10) qualifying months of service. A year of required service for an eleven (11) month or 11/12 employee is the completion of twelve (12) pay periods and eleven (11) qualifying months of service. A year of required service for a twelve (12) month employee is the completion of twelve (12) pay periods and twelve (12) qualifying months of service.

Employees who believe they are eligible for an EPI based on service at another campus shall notify in writing the campus Human Resources Office of such service.

24.11 Fiscal Year 2006/07 Extended Performance Increases

- a. Effective on January 1, 2007, a one (1) percent EPI will be awarded in the form of a base salary increase for all eligible current employees who, as of January 1, 2006, have at least one year but less than ten (10) or more years of CSU service.
- b. Effective January 1, 2007, eligible employees who have attained a 3, 6, 10, 15, 20, 25, 30, 35 or 40 year service anniversary during the January 1, 2006 through December 31, 2006 period shall also receive a one (1) percent base salary increase.

24.12 Fiscal Year 2007/08 Extended Performance Increases

Effective January 1, 2008, eligible employees who have attained a 3, 6, 10, 15, 20, 25, 30, 35 or 40 year service anniversary during the January 1, 2007 through December 31, 2007 period shall receive a one (1) percent base salary increase.

- 24.13 Upon determination by the appropriate administrator, the EPI shall be authorized in writing. Upon request of an employee denied an EPI, a meeting shall be arranged within seven (7) days of the request with a representative of the President for the purpose of reviewing such a denial. The employee may be represented at this meeting. The denial of an EPI shall not be subject to Article 9, Grievance Procedure. An employee who meets the service requirements for an EPI in accordance with provision 24.10 and is denied an EPI shall remain eligible for reconsideration on an annual basis, if EPIs are funded in subsequent years.

Classification Changes

- 24.14 When an employee moves to a classification in a lower salary group, the appropriate rate in the salary range shall be determined by the President, except that in no case shall the new salary exceed the rate received in the higher classification or the maximum rate of the lower classification. Determination of the appropriate rate in such cases shall be made by using the same criteria as would be used for an initial appointment to that classification and by considering past PSIs, if any.
- 24.15 When an employee moves to a classification within a salary group, the appropriate rate in the new classification shall be determined by the President. There is no requirement to increase the employee's rate of pay unless it is

below the minimum of the new classification, in which case it must be increased to at least the minimum of the new classification.

- 24.16 When an employee moves without a break in service to a classification in a higher salary group, the appropriate rate in the salary range shall be determined by the President. The new rate in the higher salary group shall be at least five (5) percent higher than the employee's previous rate, except that the new rate may not exceed the maximum of the range.

Payment Above the Maximum

- 24.17 A payment above the maximum of the salary range for a class may be granted by the President when an employee moves to a class with a lower salary range.

- 24.18 If a payment above the maximum is granted, the employee shall retain either the salary currently being paid or a salary twenty-five (25) percent above the maximum salary of the lower class, whichever is less. The employee shall remain at that salary rate until the maximum salary of the lower class equals or exceeds the payment above the maximum rate or until the authorized time period for maintaining the payment above the maximum rate expires, whichever occurs first.

- 24.19 During the period of time an employee's salary remains above the maximum salary for the class, the employee shall not receive further salary increases, including GSIs or PSIs, except in cases of promotion.

- 24.20 A payment above the maximum shall not exceed twenty-five (25) percent above the maximum of the salary range of the class to which the employee is moving. An employee may retain a payment above the maximum for up to five (5) years.

- 24.21 Payment above maximum 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.

- 24.22 An employee who was compensated at a salary rate above the maximum prior to a permanent separation will not be entitled to a payment above the maximum upon his/her return to work. Also, the authorization for a payment above the maximum shall be canceled if the employee refuses an offer of

appointment to a position at the campus in a class at a salary level equivalent to the original classes from which the employee was moved.

Cost Savings/Staffing Committee

24.23 A cost savings/staffing committee shall include an equal number of employee representatives and management/supervisory representatives. The cost savings/staffing committee shall meet no less than twice per year. The cost savings/staffing committee shall submit recommendations to the appropriate administrator and president for economy measures and staffing issues. The committee may also recommend specific uses for any cost savings. The committee may choose to discuss economies associated with training, maintenance and repair, new technologies, and funding opportunities related to bargaining unit work.

Shift Differential

24.24 There are three (3) shifts: day, swing, and graveyard. The day shift includes the hours between 6:00 a.m. to 6:00 p.m. The swing shift includes the hours between 6:00 p.m. and midnight. The graveyard shift includes the hours between midnight and 6:00 a.m.

24.25 Employees who work four (4) or more hours in the swing shift shall be paid a shift differential of one dollar and twenty-five cents (\$1.25) per hour for the employee's entire shift.

24.26 Employees who work four (4) or more hours in the graveyard shift shall be paid a shift differential of two dollars and twenty cents (\$2.20) per hour for the employee's entire shift.

24.27 To qualify for payment of a shift differential, an employee must:

- a. be assigned hours of work of which at least four (4) hours are within a regularly scheduled swing or graveyard shift; and
- b. be employed in a class that has been designated as eligible for a shift differential.

- 24.28 In addition, an employee who is in a class not eligible for shift differential shall be eligible for shift differential if:
- a. the employee is assigned hours of work of which at least four (4) hours are within a scheduled graveyard or swing shift; and
 - b. the employee is temporarily assigned to a graveyard or swing shift and does not work his/her regularly scheduled day shift. Such temporary assignment shall not result in either call-back or overtime pay.

Sunday Pay Differential

- 24.29 Employees who are regularly scheduled to work on Sundays shall receive a differential equal to the swing shift differential. The Sunday pay differential shall not be added to or combined with any other pay differential or premium pay.

Asbestos Pay Differential

- 24.30 Whenever an employee is assigned to perform any asbestos-related or hazardous material handling duties including but not limited to removing or repairing asbestos lagging, performing any asbestos abatement or cleaning up asbestos, he/she shall be paid an asbestos pay differential of three dollars (\$3.00) per hour for the amount of time spent performing such work. "Hazardous material handling duties" as used in this provision refers to work that a) requires by law the employee be trained and certified to work with the specified material, and b) requires the employee use protective equipment and extra precautions to ensure his/her safety and health.

Asbestos Training and Hazardous Material Handling Certification Allowance

- 24.31 Employees who have been required by the CSU to undergo training in either asbestos abatement and handling or in hazardous materials handling shall be paid an allowance of one hundred sixty-five dollars (\$165). Payment shall be made within thirty (30) days after the demonstrated completion of such training and the certification, if required, for the performance of such work.
- 24.32 Employees who have been required by the CSU to undergo training in order to maintain or renew the certifications described in provision 24.31 above shall be paid an allowance of one hundred sixty-five dollars (\$165). Payment shall be

made within thirty (30) days after the demonstrated completion of such training and the subsequent renewal of such certification.

- 24.33 For the purpose of provisions 24.31 and 24.32 above, training in either asbestos abatement and handling or in hazardous materials handling must be either EPA-certified or CAL-OSHA approved.

Backflow Testing and Water Treatment Operator Allowances

- 24.34 Employees who are required by the CSU to obtain either a backflow testing license or the appropriate water treatment operator certificate shall be paid an allowance of one hundred sixty-five dollars (\$165). Payment shall be made within thirty (30) days after the employee has demonstrated that he/she has obtained the license or certificate.
- 24.35 Employees who are required by the CSU to renew their license or certificate described in provision 24.34 above, shall be paid an allowance of one hundred sixty-five dollars (\$165). Payment shall be made within thirty (30) days after the employee has demonstrated that he/she has renewed the license or certificate.

Welding Certification

- 24.36 Employees who are required by the CSU to obtain a Welding Certification shall be paid an allowance of one hundred sixty-five dollars (\$165). Payment shall be made within thirty (30) days after the employee has demonstrated that he/she has obtained the license or certificate.
- 24.37 Employees who are required by the CSU to renew their license or certificate described in provision 24.36 above, shall be paid an allowance of one hundred sixty-five dollars (\$165). Payment shall be made within thirty (30) days after the employee has demonstrated that he/she has renewed the license or certificate.

Critical Skills Bonus Plan

- 24.38 For the life of the Agreement, beginning in Fiscal Year 2007/08 upon request and/or approval of the CSU pursuant to provision 27.1, employees who satisfactorily complete and obtain the following recognized certifications shall be given an initial one-time bonus of five hundred dollars (\$500):

Certified Electrician
Certified Plumber
Certified Building Operator
Certified Steam Operator/Universal Steam Certification

The certification should be from a governmental agency such as a city, county, or state and preapproved by the CSU. The decision whether to request employees to obtain such a certification is thus at the sole discretion of the CSU and is thus neither grievable nor arbitrable. For employees who obtained a certification listed above in the provision prior to July 1, 2006, at his/her discretion the President may award a five hundred dollar (\$500) bonus.

- 24.39 For the life of this agreement, employees who are required by the CSU to renew their certification described in provision 24.38 above, shall be paid an additional bonus of two hundred and fifty dollars (\$250). Payment shall be made within thirty (30) days after the employee has demonstrated that he/she has renewed the certificate.

10/12 Pay Plan

- 24.40 Probationary and permanent employees shall be eligible to request participation in the 10/12 or 11/12 pay plan.
- 24.41 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.
- 24.42 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. When operational needs require, the appropriate administrator may request an employee on the 10/12 or 11/12 work plan return to a twelve (12) month annual work year. In both instances, the employee and appropriate administrator shall attempt to reach mutual agreement regarding the request. In the absence of mutual agreement, the President shall make a final determination, provided that an employee be given at least twelve (12) months notice of his/her return to a twelve (12) month annual work year.

- 24.43 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.
- 24.44 An employee moving from a twelve (12) month status to the 10/12 or 11/12 pay plan shall retain his/her salary anniversary date.
- 24.45 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.
- 24.46 Ten (10) months 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, EPI and retirement.
- 24.47 Approval and denial of employee requests by the President as specified in provisions 24.40 through 24.47 shall not be subject to Article 9, Grievance Procedure.

ARTICLE 25

BENEFITS

Health

- 25.1 Eligible employees and eligible family members as defined by CalPERS shall continue to receive health benefits offered through the CalPERS system for the life of the agreement. Payment for these benefits shall be based on rates established by the CalPERS for participating members. The employer contribution shall be based on the current formula as provided in Government Code Section 22871 for fiscal years 2005/06, 2006/07 and 2007/08. The employer contribution based on the current formula provided in Government Code 22871 shall be supplemented as follows:

<u>Coverage Category</u>	<u>Monthly Supplement</u>
Single	\$5
Double	\$10
Triple or more	\$20

Health Premium Conversion

25.2 All bargaining unit employees who contribute toward health benefits pursuant to provision 25.1 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 participating employees.

Dental Care

25.3 For the duration of this agreement the dental benefits provided by CSU through the insurer(s) selected by CSU for its indemnity and prepaid dental plans shall be offered to eligible employees and eligible family members as defined in provisions 25.7 and 25.8. The Employer's contribution to such plans shall equal one hundred (100) percent of the basic monthly premium. The level of benefits shall be the CSU Enhanced Level II Indemnity Dental Plan and the Enhanced Prepaid Dental Plan.

Vision Care

25.4 Eligible employees and eligible family members as defined in provisions 25.7 and 25.8 shall be entitled to receive vision care benefits. Such benefits shall be provided by the CSU through carriers selected by the CSU. The CSU hereby agrees the Employer's contribution shall equal one hundred (100) percent of the basic monthly premium.

Dependent Care Reimbursement

25.5 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.

Health Care Reimbursement

25.6 Eligible bargaining unit employees shall be entitled to participate in the CSU Health Care Reimbursement Account (HCRA) Plan. The terms of this plan shall be determined by CSU and IRS regulations. All administrative costs for participation shall be paid by participating employees.

Eligible Employees

25.7 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 include Limited Hourly 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.

Eligible Family Members

25.8 The term “eligible family members” 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, stepchild, illegitimate child recognized by the father, 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 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.

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 the bargaining unit. The parties further agree that the registration of domestic partners of benefit eligible employees, and all other procedures and conditions required to receive health benefits as currently set forth in CalPERS Circular Letter 600-18, shall also apply to the receipt of dental and vision benefits. If said CalPERS regulations are revised, Circular Letter 600-18 as amended will control the implementation of health, dental and vision benefits for the domestic partners of benefit eligible employees.

25.9 No provision contained in this Article shall be implemented unless and until the amount required therefore is appropriated by the Legislature and made available to the CSU for expenditures for such purposes.

Recreational Facilities

- 25.10 Full-time employees shall have access to campus recreational facilities unless the President has determined that such access interferes with the authorized use of the facilities. A fee equal to the CSU costs may be charged. The use of campus recreational facilities by employees shall be wholly voluntary and shall not be considered as time worked.

Parking

- 25.11 An employee wishing to park at any CSU facility shall pay the CSU parking fee. The CSU shall provide for payroll deductions for this purpose upon written authorization by the employee. The CSU will meet and discuss with the Union before implementing any parking fee increases which are implemented at any campus during the life of this Agreement.
- 25.12 Eligible bargaining unit employees shall be entitled to participate in the CSU Pre-tax Parking Fee Deduction Plan. The implementation and terms of this plan shall be determined by the CSU.

Travel Reimbursement

- 25.13 Employee expenses incurred as a result of travel on official CSU business shall be reimbursed in accordance with the rates established by the CSU, except that the parties must meet and confer on any CSU proposal to decrease such reimbursement allowances. The CSU shall provide the Union with the current travel rates.

Part-Time Employees' Retirement Plan

- 25.14 Effective July 1, 2005, part-time and temporary and employees who do not otherwise participate in the California Public Employees' Retirement System will be included in the Department of Personnel Administration's Part-Time/Seasonal/Temporary Retirement Plan (PST), 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 (7.5) percent pretax reduction, in accordance with section 414(h) of the Internal Revenue Code, from a participating employee's covered wages each pay period. The total cost for participation in the plan will be borne by the employee.

Flex Cash Plan

25.15 All employees eligible for either health insurance pursuant to provisions 25.1 of the Agreement, or dental insurance pursuant to provisions 25.4 of the Agreement, shall be entitled to waive health and/or dental insurance 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, each employee will be required to request participation and certify that he/she has alternate non-CSU insurance for the CSU insurance being waived. The terms of this program shall be determined by the CSU. All administrative costs for participation shall be paid by the participating employees.

403(b)

25.16 All members of the bargaining unit shall be eligible to participate in the 403(b) program in accordance with regulations and procedures as established by the California State University and in accordance with IRS regulations.

Employee Assistance Program

25.17 The CSU shall attempt to assist employees' voluntary efforts to correct job performance problems by endeavoring to provide a referral service to employees concerning drug, alcohol, or personal problems. The CSU shall continue to provide an Employee Assistance Program (EAP) at each campus. An employee undergoing alcohol, drug, or mental health treatment, upon approval, may use accrued sick leave, CTO and/or vacation for such a purpose.

FY 2006/07 Rural Health Care Stipend

25.18 Bargaining unit employees who meet all of the following requirements shall be paid a rural health care stipend during fiscal year 2006/07:

- a. The employee must be enrolled for health insurance benefits during the October 2006 pay period and reside in a zip code contained in the list of "California's Proposed Eligible Rural Subsidy Zip Codes by County effective January 1, 2006;" and
- b. The employee must be enrolled in a non-HMO health plan.

The amount of the stipend 2006/07 shall be a one-time payment of five hundred dollars (\$500) for each full-time employee. The amount of the stipend for part-time employees will be calculated on a pro-rata basis. The calculation for payment for part-time employees shall be based upon the October 2006 pay period. Contingent upon ratification by both parties, payment of the 2006/07 rural health stipend shall be made within sixty (60) days of such ratification.

FY 2007/08 Rural Health Care Stipend

25.19 Bargaining unit employees who meet all of the following requirements shall be paid a rural health care stipend during fiscal year 2007/08:

- a. The employee must be enrolled for health insurance benefits during the July 2007 pay period and reside in a zip code contained in the list of "California's Proposed Eligible Rural Subsidy Zip Codes by County effective January 1, 2007;" and
- b. The employee must be enrolled in a non-HMO health plan.

The amount of the stipend 2007/08 shall be a one-time payment of five hundred dollars (\$500) for each full-time employee. The amount of the stipend for part-time employees will be calculated on a pro-rata basis. The calculation for payment for part-time employees shall be based upon the July 2007 pay period.

APPENDIX C
JULY 1, 2006 SALARY STRUCTURE

Class Code	Class Title	Min	Max
	Salary Group 1	41,268	50,904
6250	Facilities Worker I		
6837	Mechanics Helper		
	Salary Group 2	45,408	55,992
6251	Facilities Worker II		
	Salary Group 3	50,556	63,372
6270	Automotive/Equipment Mechanic		
6476	Carpenter I		
6526	Painter I		
6575	Blacksmith		
6616	Mason		
6642	Locksmith I		
6685	Power Plant Operator		
6703	Operating Engineer		
6940	Facilities Maintenance Mechanic		
	Salary Group 4	53,736	68,064
6280	Metal Worker I		
6475	Lead Carpenter		
6525	Lead Painter		
6533	Electrician I		
6549	Plumber I		
6643	Lead Locksmith		
6702	Building Service Engineer		
6852	Lead Automotive/Equipment Mechanic		
	Salary Group 5	56,484	70,224
6260	Facilities Control Specialist		
6281	Metal Worker II		
6474	Supervising Carpenter		
6524	Supervising Painter		
6532	Lead Electrician		
6548	Lead Plumber		
6699	Air Conditioning/Refrigeration Mechanic		
	Salary Group 6	59,676	74,184
6265	Facilities Project Supervisor		
6534	Supervising Electrician		
6547	Supervising Plumber		
6587	Supervising Metal Worker		
6700	Supervising Building Service Engineer		

*Pay ranges are calculated from the 12 month pay range.

SIDE LETTERS OF AGREEMENT

APPENDIX D-1

Memorandum of Understanding Health & Safety

The Parties agree to establish a joint CSU-SETC health and safety program under the guidelines set forth below. The program will be reviewed during the next full contract negotiations to determine whether or not to continue the program.

The Joint System-wide Health & Safety Committee, hereafter referred to as the "Joint Health & Safety Committee (JHSC), will represent all of the California State University Campuses.

The purpose of the JHSC is to develop a recommended program that identifies:

- safety problems/issues affecting multiple campuses;
- safety training needs;
- work injuries and their causes that are common to multiple campuses;
- resources to reduce work-related injuries, illnesses, hazards, etc.; and/or
- available training, equipment, etc.

The role of the members of the JHSC is to attend the meetings of the JHSC and perform assignments as directed by the JHSC.

The JHSC shall meet on dates mutually agreed-upon by the parties. JHSC members shall be released from work without a loss in pay for time spent in attendance at such meetings. Additional release time may be provided on an individual basis to meet special needs related to work schedules, travel requirements and preparation for JHSC members for JHSC meetings.

The JHSC shall coordinate with the campus SETC Health & Safety Committee established in accordance with provision 28.13 of the collective bargaining agreement. Minutes of the campus committee meetings, information collected regarding injuries and accidents and training needs and any other information requested by the JHSC will be forwarded to the JHSC. When information is needed from the campuses, the JHSC will contact Environmental Health & Safety, the Plant Director and/or the campus SETC Health & Safety Committee for the information.

The JHSC will prepare an annual report of its activities for the Vice Chancellor of Human Resources and the SETC Business Agent. Recommendations of the JHSC may

be forwarded to the Vice chancellor of Human Resources and the Chief Financial Officer or their designees at any time.

The campus SETC Health & Safety Committees and the JHSC will work with the Environmental Health & Safety Offices at the campuses and the Office of the Chancellor.

It is understood that final decisions regarding the health & safety program(s) will be made by the designee of the President on each campus and/or the designee of the Chancellor, as appropriate.

Any program requiring the expenditure of money will require authorization by the appropriate CSU management employee.

On the campuses, the person designated in provision 28.12 as the SETC representative on safety issues will function as the Safety Steward.

The Safety Steward will function as the liaison to safety committee meetings, may facilitate the reporting of safety issues to the appropriate management person, as designated by each campus, to support management with safety issues in the plant, and to follow up on action items identified by the campus SETC Health & Safety Committee.

The parties agree the Safety Steward's primary role is to perform the duties of his/her classification. Responsibilities connected to being designated the Safety Steward will be performed on an incidental basis. Release time will be provided by the designated member of management upon request by the Safety Steward unless there are significant bona fide work reasons not to do so.

APPENDIX D-2

Supplemental Agreement Layoff

Employees scheduled for layoff during the life of the CSU/SETC Agreement may be assigned by the University to perform, in lieu of layoff, normal bargaining unit work that might otherwise be subject to contracting out. Such work would include projects designated as special repair work and work that would be subject to contracting out pursuant to the Job Order Contract (JOC) program. The following procedure shall be utilized on a CSU campus where there has been a declaration of layoff of bargaining unit members at a CSU campus during the life of the CSU/SETC Agreement.

1. When employees have been given notice of layoff at a campus pursuant to Article 29, the campus department responsible for decisions regarding the contracting out of normal bargaining unit work shall meet with the Facilities/Plant Director or designee and the campus SETC Steward/Representative(s) within five (5) days of the notice to meet and discuss the projects involving normal bargaining unit work that the University is considering contracting out. The SETC Steward/Representative(s) may propose methods by which the work can be performed by bargaining unit employees, and may provide any other reasons regarding why the contracting out should not proceed.
2. If the work cannot be performed in-house, the Facilities/Plant Department will notify Unit 6 of the decision to contract out the work and the basis of that decision.
3. When the work will be performed by employees in lieu of layoff, the following conditions will apply;
 - a. SETC and employees assigned to work under this agreement in lieu of layoff agree that the provisions of Article 20 (Assignment/Reassignment) of the contract shall not apply to such assignments.
 - b. SETC and employees assigned to work under this agreement in lieu of layoff agree that provisions 22.3 and 22.4 regarding working alternate work schedules does not apply to such assignments.

- c. Employees who do not agree to the above conditions may be laid off even if a less senior employee has accepted an assignment under the conditions stated above.

The provisions of this Supplemental Agreement shall remain in effect for fiscal years 2002/03, 2003/04 and 2004/05.

APPENDIX D-3

SIDE LETTER OF AGREEMENT

SETC UNIT 6 STAFFING

The Parties agree to continue the joint CSU-SETC Staffing and Cost Savings Committee on SETC staffing issues. The Committee shall be composed of five appointees by CSU and five appointees by SETC.

Purpose

The purpose of the joint CSU-SETC staffing committee shall be to identify and analyze the current and future SETC staffing needs on the CSU campuses and to identify system-wide issues that affect staffing. The SETC-CSU Staffing Committee shall make its recommendations to the Chancellor, Vice Chancellors and the CSU Trustees of staffing needs for the future.

Procedure

The joint Committee will meet as often as needed to accomplish the following steps and Reports:

Steps to be completed include, but are not limited to:

- Identify comparable staffing numbers since 1988.
- Identify changes in campus square footage since 1988.
- Determine how other universities and comparable institutions determine facilities staffing levels.
- Identify issues impacting staffing.

Plan of Action

The joint committee shall summarize its findings and prepare two (2) Reports for the Chancellor, Vice Chancellor of Human Resources, and the Vice Chancellor of Business & Finance and eventually the CSU Board of Trustees. The Joint Committee shall endeavor to meet the following schedule:

- January 6, 2005 Preliminary SETC Report with Staffing Calculations;
- January 31, 2006 Final SETC Report -- 2005-06 through 2015-16;
- February 2006 Presentation to the CSU CP&D Unit and to the Campus Plant/Facility Directors;
- Spring (March/April) 2006 Presentation to the CSU Board of Trustees.

The Preliminary and Final Reports/Presentations may include:

- Recommended changes in the staffing levels of SETC represented positions;
- Possible Solutions to issues impacting SETC Unit 6 staffing;

- Possible new Unit 6 Classifications that may be needed to deliver quality service to the University;
- Options for Funding: Capital Renewal Funds; Minor Capital Outlay Funds;
- Options for Small Campuses; Medium-sized Campuses; Large Campuses.
- Any Options for Maintaining current infra-structure & New Square Footage.
- Short-term and long-term goals and staffing needs for the 23 Campus CSU System.

FOR THE SETC:

FOR THE CSU:

Patrick Hallahan 12-20-05
Date

Bill Campbell 12-19-05
Date

APPENDIX D-4

CSU/SETC-United

Side Letter

Working Group on Unit 6 Salary Structure and Compensation Issues


The CSU and the SETC-United both recognize and understand that as part of the administration and future negotiation of the collective bargaining agreement there is a need to have joint discussions away from the bargaining table on the Unit 6 Salary Structure. Specifically, the unit data reveals that a large percentage of the Unit 6 workforce is paid near the bottom of the salary range. The parties thus acknowledge that a more detailed discussion needs to take place to address individual employee salary movement through the range. In the interim, campus Presidents will be encouraged via a letter from Vice Chancellor McClain to use in-range progressions pursuant to Article 24.5 of the Agreement to help alleviate internal equity and salary inversion issues that arise at the campus.

The parties also agree to identify comparative organizations (such as the University of California, Community Colleges, Cities, School Districts and Counties) and to consider Education Code 89517 so that consistent market benchmarks may be established in the future. Although Education Code 89517 has been superceded by the collective bargaining agreement, the working group shall examine current prevailing wage rates as part of the discussions.

To these ends, upon ratification of the Agreement the parties shall establish a working group consisting of three members from each side to discuss these issues and finalize recommendations no later than March 2007. For the CSU, Vice Chancellor McClain is committed to personally be involved in this process. The final results and recommendations will be considered in future bargaining between the parties.

For the CSU:

For SETC-United:

 9/14/06
Ms. Jackie McClain Date
Vice Chancellor
Human Resources

 9-14-06
Patrick Hallahan Date
Consultant

APPENDIX D-5

**CSU/SETC-United
Joint Apprenticeship Program**

The CSU is the only institution of Higher Education in California that has a State certified Joint Apprenticeship Program designed to provide on the job training, with classroom instruction, to current CSU employees and/or members of the community seeking to acquire journey level skills in ten established skilled trades (such as electrician, painter, plumber, and locksmith).


Furthermore, the parties believe that a Joint Apprenticeship Program will:

- Provide employees opportunity for upward mobility;
- Helps achieve a more diverse skilled trades workforce;
- Help transition recent Veterans into the skilled trades workforce;
- Help create partnerships with the Community Colleges by utilizing occupational courses offered at the Community College;
- Helps address anticipated retirements within the CSU skilled trades unit;
- Ensure the transfer of critical institutional knowledge from long-term employee Mentors to new Apprentices.


In recognition of such benefits, the CSU shall endeavor to expand the joint apprenticeship program to all CSU campuses within the next five years. To achieve this goal, if needed, the parties agree to work together in Sacramento to secure necessary resources.

For the CSU:


For SETC-United:



Ms. Jackie McClain Date
Vice Chancellor
Human Resources



Patrick Hallahan Date
Consultant



Bill Candella Date
Labor Relations Manager
Human Resources

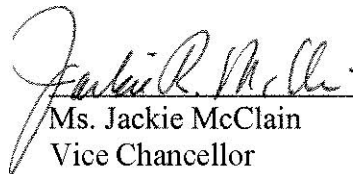
APPENDIX D-6

**CSU/SETC-United
Side Letter on 2007/2008 Legislative Cooperation**

The CSU and the SETC-United both recognize and understand that it is in the best interest of the CSU system that the parties work together in all forums, including before the California State Legislature in Sacramento. In that spirit, the parties have agreed in Article 24, Salary that the SETC-United shall support the CSU budget request, which shall include an additional one percent compensation request for all CSU employee groups, for fiscal year 2007/2008.

Additionally, should the SETC-United independently pursue a separate augmentation to solely address market equity issues for its members in the Skilled Trades, the CSU will not actively oppose such an endeavor.

For the CSU:


Ms. Jackie McClain
Vice Chancellor
Human Resources

9/14/06
Date

For SETC-United:


Patrick Hallahan
Consultant

9-14-06
Date

APPENDIX D-7

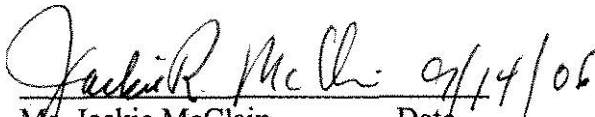
**CSU/SETC-United
Side Letter
Veterans' Day Observance**

Prior to passage of AB 720, which amended Education 89005.7, Veterans' Day was a holiday that could be moved to accommodate campus calendars. The result of AB 720, as detailed in HR 2005-40, is the CSU is now required to observe Veteran's Day on November 11th.


In the event a campus chooses to close during the Holiday break there now may not be enough holidays that have been moved to fully cover the closure. Accordingly, the campuses shall allow any Unit 6 employee who does not wish to use, or does not have accrued vacation or CTO, to work on the campus closure day that Veterans' Day would have been observed.

For the CSU:

For SETC-United:


Ms. Jackie McClain Date
Vice Chancellor
Human Resources


Patrick Hallahan Date
Consultant


Bill Candella Date
Labor Relations Manager
Human Resources

APPENDIX D-8

**SIDE LETTER OF AGREEMENT
BETWEEN THE
STATE EMPLOYEES TRADES COUNCIL (SETC) – UNITED
AND THE
CALIFORNIA STATE UNIVERSITY (CSU) TRUSTEES**

ARTICLE 9: GRIEVANCE PROCEDURE AND ARBITRATION

The Parties agree to develop the following internal procedures for both SETC and the CSU, in an effort to improve the grievance procedure and arbitration process, consistent with Article 9 of the collective bargaining agreement. It is understood that the a primary goal of the grievance procedure is to resolve grievances at the lowest possible level of the collective bargaining agreement up to and including arbitration.

1. Level II: Formal

Every attempt should be made by both parties on the campus to resolve grievances at Level II, if at all possible. This includes agreeing to the following:

- a. Requests for information by either party should be honored in accord with and Article 7 and Articles 9.23.
- b. All Formal Unit 6 Grievances received by the campus facilities shall be given a grievance number by the Chancellor's Office and subsequent management communications will reflect that number.
- c. The Chancellors Office will notify SETC (Blue Jay and Sacramento Offices) by e-mail of Unit 6 Grievance numbers when grievances are initially filed. After notification SETC shall indicate this number on all subsequent communications.
- d. Extensions as needed by either party should be encouraged at the campus if the need exists to: (a) provide the necessary information identified above, and/or to (b) allow time for either party to investigate further and/or to (c) explore resolutions.
- e. "Reasonable release time" for SETC Stewards, grievant(s), and witnesses will be honored in accord with Article 9.28. It is understood by both CSU and SETC that the amount of release time requested by the SETC shall be reasonable based on the issues and number of grievant(s) involved in the grievance. Should there be an issue with SETC's requests for release time the parties shall first attempt to resolve the issue before SETC files a grievance regarding denials.

2. Level III: Campus President's Level

Consistent with Level II above, both parties should recognize that this is the "best time" for either party has to attempt to resolve the Unit 6 Grievance. Both parties should thus endeavor to resolve grievances at the campus level.

3. Level IV: Chancellor's Office

In accordance with Section 9.9 of the Agreement, SETC and CSU agree to the following internal procedures at the Chancellors Office – Employee Relations:

- a. SETC Level III Appeals to Level IV may be filed by the SETC Chief Campus Steward or by an SETC Officer or Designated Consultant. All Level IV filings shall be submitted to CSU Labor Relations at the Chancellor's Office.
- b. The Level III Grievances should include the cover appeal letter, Grievance number and as much initial information by as to enable the Chancellor's Office to review any current and new grievance filed by SETC.
- c. It is agreed that there will be a standing day of each month expressly set aside by the Employee Relations Staff for Level IV Hearings with SETC; It is further agreed that any pending grievances will be discussed initially no later than forty (40) days of the filing, unless specifically agreed to by the parties.
- d. The CSU agrees to designate an individual who will meet with the SETC on all Level IV Hearings/conferences. It is understood that SETC or the CSU may wish to have additional meetings on any Unit 6 grievances for the purpose of attempting resolutions at Level IV.
- e. The parties further agree that extensions at Level IV will be in writing, either by e-mail, facsimile or United States mail.
- f. Once the Level IV Case has been heard by the CSU, and there is no request for an extension by either party, then, per Article 9.9 b, the CSU shall issue the Level IV response within fifteen (15) days after the conference.
- g. At any time during the Level IV process, the parties may mutually agree to exercise their rights to assign a particular case to "Med/Arb" as outlined in the collective bargaining agreement.
- h. At any time in the process, the parties may "mutually agree" to send a particular grievance back to the campus for "re-consideration" and further attempts at resolution. In such cases, the parties agree that time limits will be waived up to 30 days to allow for campus action; if after the 30-day, unless mutually agreed to keep at the campus, the case will be referred back to Level IV for final resolution.

4. Level V: Arbitration

- a. Both parties agree to the following procedure for implementing the new Unit 6 Arbitration Panel:

The Order of the Arbitrators shall be alphabetical:

Tom Angelo
Mei Bickner

Howard Block
Bonnie Bogue
Thomas Roberts
Lou Zigman

- b. Existing grievances already assigned to an Arbitrator will be maintained as currently assigned as of the execution of this agreement.
- c. The first 2 grievances appealed to Arbitration on or after July 1, 2005 shall be assigned to the newly-appointed Arbitrators: Bickner and Bogue.
- d. If an Arbitrator is assigned the case (in order), and the case subsequently settles, then that same Arbitrator and his/her designated date upon mutual agreement the parties may immediately assigned the next case in order using date of Level IV Appcal. A standing "SETC Unit 6 List" will be mutually developed by the parties.
- e. When appealing cases to arbitration, SETC shall indicate whether it wants the CSU to schedule a date for hearing. Absent such a request, the CSU shall not attempt to schedule the case until receipt of notification to do so by SETC. Cases not scheduled for hearing within nine months of appeal to arbitration shall be considered withdrawn pursuant to Article 9.13 d.
- f. If an Arbitrator is not available for a six-month period, then SETC has the option of moving to the next available Arbitrator.
- g. If any disagreements occur under this arbitration procedure, then the parties agree to meet within twenty (20) days to resolve the dispute.

5. Mediation Arbitration Procedure

- a. The parties agree to review existing cases to determine if such cases are good candidates for this "med/arb" procedure, as defined in Sections 9.16 to 9.18, in lieu of full arbitration.
- b. Any agreements to move cases to med/arb shall be scheduled for med/arb and held within a one hundred twenty (120) day period.

6. Disputes

Any disputes regarding this Side Letter should be resolved under Article 9, Grievance Procedure and Arbitration Procedures of the Collective Bargaining Agreement.

The parties agree as follows:

FOR THE SETC:

FOR THE CSU:

Patrick Hallahan 12-20-05

Bill Campbell 12-19-05