

**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.

- 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

Date

Bill Gandella

Date

