

**Addendum to Collective Bargaining
Agreement Between**

The Board of Trustees

of

The California State University

and the

**California State University
Employees' Union**

Unit 2 – Health Care Support

Unit 5 – Operations Support Services

Unit 7 – Clerical/Administrative Support Services

Unit 9 – Technical Support Services

July 1, 2005 - June 30, 2006

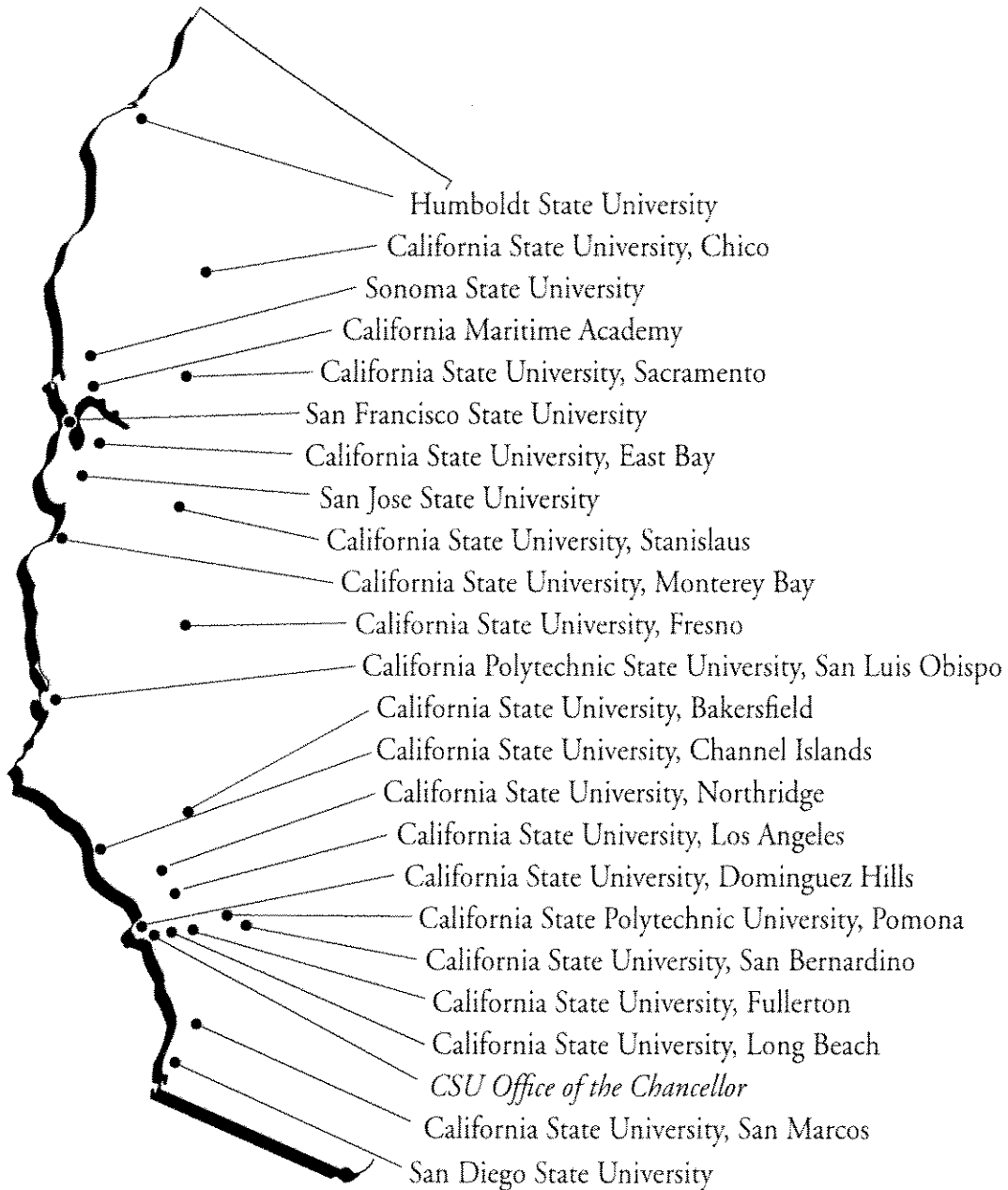


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TABLE OF CONTENTS

		<u>Page</u>
ARTICLE 20	SALARY.....	1
	General Salary Increase	1
	Market Salary Adjustment.....	1
	Shift Differential	1
	Pay Plans	2
	Service Salary Increase	4
	Eligibility Rules and Service Requirements	5
	Merit Salary Increase	7
	Bonus Plans.....	9
	In-Range Progression.....	10
	Salaries for Classifications with Skill Levels and Sub-ranges	12
	Salary Stipends	12
	Red Circle Rates.....	13
	Emergency Pay	14
	Underpayment of Wages	15
	Information Reports.....	15
ARTICLE 21	BENEFITS.....	16
	Eligibility	16
	Health, Dental and Vision Benefits for Domestic Partners of CSU Benefit Eligible Employees.....	16
	Health.....	17
	Dental.....	17
	Vision Care.....	18
	Health Care Reimbursement Account	18
	Life, Accidental Death and Dismemberment Insurance.....	18
	Rural Health Care Stipend	18
	Non-Industrial Disability Insurance.....	19
	403 (b) Plan.....	19
	Information Regarding Benefits.....	19
	Travel Reimbursement	19
	Parking.....	20
	Uniform Reimbursement	20
	Employee Assistance Programs	21
	Dependent Care Reimbursement.....	21
	Retirement.....	22

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 21	BENEFITS
(Continued)	Enhanced 1959 Survivors Benefit.....22
	Dependent Care.....22
	Health Premium Conversion Program (TAPP)23
	FlexCash Plan.....23
	Part-Time Employees Retirement Plan24
	Golden Handshake24
	Public Transportation Incentives24
	 SIDE LETTERS OF AGREEMENT.....26
	2005-06 Market Equity Increases.....27
	Bonus in Lieu of Shift Differential30
	Salary Range – Lead Custodians.....31
	Provision 20.34.....32
	Enhanced 1959 Survivor Benefit (Provision 21.26).....33
	 SALARY SCHEDULE.....34

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 and a Service Salary Increase (SSI) maximum rate.
- 20.3 Employee compensation programs, including the General Salary Increase (GSI), the Merit Salary Increase (MSI), the Service Salary Increase (SSI) 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.

General Salary Increase

- 20.4 For fiscal year 2005-2006, all salary ranges for all bargaining unit classifications and the individual salary rates of all employees in the bargaining unit shall be increased by two and seventy-five thousandths percent (2.075%), effective July 1, 2005.

Market Salary Adjustment

- 20.5 For fiscal year 2005-2006 there shall be a Market Salary Adjustment to individual salary rates in the amount indicated in the Side Letter of Agreement, to be effective January 1, 2006.

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)

5

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, permanent, and temporary employees with an appointment in 12 month increments 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. Employees shall have the ability to request participation in the 10/12 or 11/12 pay plan for a period of twelve consecutive (12) months, with a right to return to the 12/12 plan, if specified in that request to participate. Employees can request to renew an appointment to the 10/12 pay plan or 11/12 pay plan on an annual basis. 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 (12) 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. When the employee's request to return to a twelve (12) month annual work year is approved, the employee shall be returned to the twelve (12) month annual work year within three (3) months of the approval. When the University determines the employee should be returned to a twelve (12) month annual work year, the employee shall be provided written notice three (3) 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 pursuant to provisions 20.10 and 20.14, 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 time base.
- 20.21 Employees in classifications listed in Appendix A as 10-month employees may request conversion to the 10/12 Pay Plan.

Service Salary Increase

- 20.22 A Service Salary Increase (SSI) refers to upward movement within a salary range or sub-range. Such adjustments shall be determined by the CSUEU and CSU during negotiations annually. For fiscal year 2005/06 there shall be a two percent 2% SSI.
- 20.23 Active and on-leave employees who are at or above the SSI maximum as of June 30, 2005 and who would qualify for an SSI if they were not at or above the SSI maximum, shall receive a one-

time bonus in the amount of four hundred dollars (\$400), to be paid within ninety (90) days of ratification of this Agreement by both parties. Employees must be active or on-leave at the time the payment is generated.

- 20.24 No SSIs will be granted above, nor shall the granting of an SSI result in a salary rate above, the SSI maximum rates of pay for all bargaining unit salary ranges or sub-ranges on the salary schedule in Appendix E.
- 20.25 Upon the determination by the appropriate administrator that an active or an on-leave employee has performed in a satisfactory manner in carrying out the duties of his/her position and is below the SSI maximum of the employee's salary range, the employee shall receive an SSI. Such a determination shall be after consideration of material in the employee's Personnel File.

Eligibility Rules and Service Requirements

- 20.26
- a. For probationary, permanent and temporary employees whose salaries are below the SSI maximum, the initial Anniversary Date shall be established upon hire pursuant to 20.26 (e).
 - b. The Anniversary Date for temporary employees is reset when there is a break in service of ninety (90) days or greater. The Anniversary Dates will be adjusted for non-qualifying pay periods for breaks in service less than ninety (90) days.
 - c. Per Diem employees are not eligible for SSIs.
 - d. For probationary, permanent, and temporary employees, a qualifying month of service is defined as eleven (11) days on pay status in a pay period irrespective of timebase.
 - e. A year of qualifying service means twelve (12) pay periods and ten (10) months of qualifying service for a 10/12 employee; ten (10) pay periods and 10 consecutive months of qualifying service for a 10-month employee; twelve (12) pay periods and eleven (11) months of qualifying service for an 11/12 employee,

twelve (12) pay periods and twelve (12) consecutive months of qualifying monthly service for a twelve (12) month employee; and the completion of one (1) full academic year of qualifying service for Academic Year employees. Qualifying service for an intermittent employee is 1920 hours of paid employment within the preceding three (3) year period.

- f. Anniversary Dates are adjusted for non-qualifying pay periods such as those due to unpaid leaves of absence, including NDI, and, for temporary appointments, periods between appointments when not on the active payroll.
- g. Anniversary dates must be reset when the employee is moved to a higher skill level or classification that resulted in at least a 5% increase.

20.27 Upon written authorization of the appropriate administrator, an employee who is eligible may receive an SSI effective on the first of the monthly pay period of their initial Anniversary Date and thereafter upon the completion of the required qualifying service after (a) initial appointment, (b) last SSI, or (c) movement between classes or skill levels that resulted in a salary increase of 5% or more.

20.28 In a fiscal year for which an SSI is specifically negotiated, eligible employees authorized to receive an SSI will receive the negotiated percentage salary increase or an increase up to the SSI maximum of his/her salary range or sub-range, whichever is less, on the date he/she becomes eligible. In no event shall an employee's salary exceed the SSI maximum of his/her salary range or sub-range as the result of an SSI.

20.29 An employee shall receive written notice of the denial of an SSI, as soon as is practicable after the denial decision.

20.30 Upon request of an employee denied an SSI, a meeting shall be arranged within seven (7) days with an appropriate administrator for the purpose of reviewing such denial. The employee may be represented at this meeting by the CSUEU. At this meeting, the

appropriate administrator may establish with the employee conditions upon which the SSI shall be authorized within the year, and the date of review to determine whether such conditions were met.

- 20.31 The appropriate administrator may at any time reverse the denial of an SSI. Such a reversal may be effective retroactively or effective for a part of the year.

Merit Salary Increase

- 20.32
- a. A Merit Salary Increase (MSI) is movement within a salary range, or one-time bonus per provision 20.32(e), 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 of the effective year, shall not be eligible. An MSI shall be based upon the most recent fiscal year 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 employee's 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 an increase to the

base salary, and/or a one-time bonus per provision 20.32(e). An employee whose performance has been rated overall as above satisfactory shall receive an increase in excess of the amount of the increase awarded to satisfactory performance. The amount of increase and/or bonus shall be determined by the President, the President's designee or other appropriate administrator. All CSUEU-represented employees rated at the same level of overall performance on the same campus shall receive the same amount of increase, rounded to the nearest whole dollar. This increase shall be an increase to the employee's base salary, except for those employees at the top of the salary range as described in provision 20.32(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 a bargaining unit employee has reached the top of the classification salary range or sub-range in the salary schedule in Appendix E, the amount of increase for an MSI shall be only in the form of a lump sum bonus based on the annual gross earnings and shall not be an increase to the base salary.
- f. During the fiscal year, the total amount of the total settlement cost funds assigned to the MSI program shall be as described in provision 20.33. For fiscal year 2005-06, there shall be no Merit Salary Increase.
- g. Funds shall be proportionally allocated to individual campuses based upon the salary base of CSUEU represented employees on each campus. MSI total settlement cost funds may be augmented with campus funds. The effective date for an MSI shall be July 1 of the fiscal year. To be eligible, an employee must be on the payroll as of July 1 of the fiscal year and actively employed at the time the awards are distributed. An MSI provided with campus funds may be effective at any time.
- h. Funds allocated to the MSI program on a campus shall be distributed on a pro-rata basis, by CSUEU bargaining unit, so that each unit receives the same pool of funds when measured by a percentage of salary increase.

- i. The decision of the President, the President's designee, or other appropriate administrator as to who is to receive an MSI and the amount for each performance rating level of the MSI shall not be subject to Article 7, Grievance Procedure. 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.
- j. The terms of Provision 20.32 shall not be subject to 2005/2006 reopener bargaining, with the exception of the provision in subsection (d) dealing with the MSI amount given to employees with the same overall performance rating.

20.33 For fiscal years 2003–2004, 2004–2005, and 2005-2006, the amount of funds dedicated to the MSI program pursuant to provision 20.32 above shall be zero percent (0%), and will be expended on merit salary increases. If the total amount of funds dedicated to this program in each fiscal year 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.

Bonus Plans

- 20.34 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, 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, or is in short supply in the labor market, and/or 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. Prior to issuing an award under this provision, the performance criteria must be written and made known to employees 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.

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

In-Range Progression

20.36 a. 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 three percent (3.0%).

- b. An in-range progression may be based upon the assigned application of enhanced skill or skills, equity, retention and/or other salary related criteria determined to be of value to the University by the President, the President's designee or appropriate administrator, such as employee performance.
- c. A request for an in-range progression review may be submitted by the employee or manager. Employee initiated in-range progression requests shall be submitted to the appropriate administrator before being forwarded to Human Resources. Effective July 1, 2005, individual employees shall not make requests for an In-Range Progression.
- d. In-range progression review of employee requests shall be completed within ninety (90) days after the request is received in Human Resources. Effective July 1, 2005, individual employees shall not make requests for an In-Range Progression, and this provision shall be deleted.
- e. Each campus shall develop guidelines and procedures for an in-range progression. The decision of the President, made in accordance with this provision, regarding the award of an in-range progression shall be final and shall not be subject to either Article 7, Grievance Procedure or Article 8, Complaint Procedure.
- f. Funds for in-range progression may come from campus funds, and/or total settlement costs resulting from bargaining between the parties on salary matters beginning in fiscal year 2005/06.
- g. Except as provided in provision 20.36 (f) above regarding the bargaining of systemwide funding of in-range progression increases, the terms of Provision 20.36 shall not be subject to 2005/2006 reopener bargaining.

Salaries for Classifications with Skill Levels and Sub-ranges

- 20.37 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

- 20.38 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.
- 20.39 At the decision of the Campus President or designee, an employee may receive a monthly stipend when (1) assigned, for a limited period of time, additional work or special projects over and above their regularly assigned duties or (2) required to maintain contact with their campus outside of their normal working hours on a regular basis. Remote contact shall include telephone, pager, cell phone, wireless data access device, remote monitoring of any hardware or software device, and/or e-mail notification regarding the status of a campus system.
- 20.40 The following provisions shall apply to the awarding of a stipend under provision 20.38 and 20.39, above:
- 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 specified in provisions 20.38 and 20.39 above shall be final and shall not be subject to Article 7, Grievance Procedure.

Red Circle Rates

- 20.41 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.
- 20.42 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.
- 20.43 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.
- 20.44 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.
- 20.45 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.

- 20.46 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.
- 20.47 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 two (2) bona fide offers of appointment to a position at the campus in a class or skill level in the same occupational group, at the same time base and at a salary level equivalent to the original class or skill level from which the employee was moved.

Emergency Pay

- 20.48 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 or remain at work shall receive emergency pay of an additional one-half (½) 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).

An exempt employee who is required to work on a day or days declared as a state of emergency at a campus, who would otherwise have been able to use administrative leave, shall receive informal time off as agreed upon by the employee and the appropriate administrator.

Underpayment of Wages

- 20.49 In the event an employee believes that he/she has been underpaid, the employee shall notify his/her appropriate administrator, in writing, as soon as possible after the underpayment occurs. The memorandum should contain the following information, if known: the affected payroll period, the amount of the underpayment and the reason for the underpayment. The appropriate administrator shall review the facts and provide a written recommendation along with the affected employee's memorandum to the payroll supervisor within ten (10) work days of receipt of the written request. If the appropriate administrator and the payroll supervisor agree that an underpayment has occurred, they shall immediately notify the affected employee and issue a check for the full amount of the underpayment as soon as practicable, but no later than thirty (30) days after the employee submitted the memorandum to the immediate supervisor. In any event, whether or not an underpayment is found, the employee shall be notified within fifteen (15) work days of the decision.

Information Reports

- 20.50 The name, classification and campus of each recipient of an increase effective July 1, 2005 (to include the GSI described in provision 20.4 and the market salary adjustment described in provision 20.5, if applicable), MSI (described in provision 20.32), and SSI (described in provisions 20.22 through 20.31) together with the salary as of June 30th and the dollar amount of each increase awarded each recipient, shall be reported annually to the CSUEU systemwide office no later than 90 days following the implementation of such increases. The reports shall identify the increases by category: GSI, MSI, and SSI.

ARTICLE 21

BENEFITS

Eligibility

- 21.1 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 health, dental vision care, and life and accidental death and dismemberment 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.
- 21.2 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.

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

- 21.3 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, or any successor(s) or substitute provision(s) of these code sections of benefit eligible employees in CSUEU-represented bargaining units.

The parties further agree that the registration of domestic partners of CSUEU-represented 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.

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 CalPERS regulations as set forth in CalPERS Circular Letter 600-18. If said CalPERS 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 CSUEU-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.

Health

- 21.4 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 this Agreement. Payment for those benefits shall be based on rates established by CalPERS for participating members. The Employer contribution shall be based on the current formula as provided in Government Code Section 22871 or any successor(s) or substitute provision(s) of these code sections for fiscal year 2005-2006.

Dental

- 21.5 For fiscal year 2005-2006, 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 21.1 through 21.2. The CSU Enhanced Level II Indemnity Dental Plan shall be offered to eligible employees and eligible family members. For fiscal year

2005-2006, the Employer's contribution to such plans shall equal one hundred percent (100%) of the basic monthly premium.

Vision Care

- 21.6 For fiscal year 2005-2006, eligible employees and eligible family members as defined in Provisions 21.1 through 21.2 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 2005-2006, the CSU hereby agrees the Employer's contribution shall equal one hundred percent (100%) of the basic monthly premium.

Health Care Reimbursement Account

- 21.7 All 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.

Life, Accidental Death and Dismemberment Insurance

- 21.8 The CSU shall provide eligible employees with a life insurance and accidental death and dismemberment insurance policy at no cost to the employee. This program shall provide life insurance and accidental death and dismemberment insurance during the term of employment in the amount of ten thousand dollars (\$10,000) each for both types of coverage.

Rural Health Care Stipend

- 21.9 CSUEU-represented employees who meet all of the following requirements during the January 2006 pay period shall be paid a rural health care stipend during fiscal year 2005/06:
- a. The employee must be eligible and enrolled for CalPERS health insurance benefits 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 shall be \$500 for each eligible employee. Payment of the 2005/06 stipend shall be made prior to April 1, 2006. The funds (\$268,000) used to provide this benefit are available for future Rural Health Stipends or other benefits that CSUEU negotiates in future years.

Non-Industrial Disability Insurance

- 21.10 The maximum weekly payment for employees eligible for Non-Industrial Disability Insurance pursuant to Education Code Section 89529.15, or any successor(s) or substitute provision(s) of that code section, shall be two hundred fifty dollars (\$250.00).

403 (b) Plan

- 21.11 All employees in CSUEU-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

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

Travel Reimbursement

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

Parking

21.14 Employees wishing to park at any CSU facility shall pay the parking fee in accordance with CSU campus policy. The CSU shall provide payroll deductions for this purpose.

There shall be no parking fee increases for CSUEU-represented employees on any campus during fiscal year 2005-2006. Thereafter, any increases in parking fees are subject to a reopener.

21.15 Eligible bargaining unit employees shall be entitled to participate in the CSU Pre-tax Parking Fee Deduction Plan. The implementation and terms of this program shall be determined by the CSU.

Uniform Reimbursement

21.16 Employees in classification codes 8810-8812 (Parking Officer), 8820-8822 (Community Service Specialist) and 8830-8832 (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.

21.17 All employees in Class Codes 8800-8802 (Police 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 and fifty dollars (\$250) per calendar year, subject to CSU accountable plan regulations.

21.18 Uniform reimbursements shall be excluded from the Public Employees' Retirement Plan's definition of compensation.

21.19 All deductions from the lump-sum payment for uniform reimbursement shall be in accordance with state and federal law.

21.20 Employees may submit reimbursement claims up to the annual maximum as stated in 21.16 and 21.17 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 21.16 and 21.17 above on the replacement and maintenance of uniforms in a calendar year.

21.21 When the CSU provides a uniform to an employee, the employee is required to wear that uniform. The CSU will provide a reasonable number of uniforms and will replace them as necessary and as determined by the appropriate administrator

Employee Assistance Programs

21.22 The CSU shall continue the existing Employee Assistance Program (EAP), or an equivalent program, at each campus. Records pertaining to an employee's participation in the Employee Assistance Program shall remain confidential.

Upon approval by the President, an employee utilizing the EAP 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

21.23 All bargaining unit employees, except intermittent 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

- 21.24 Pursuant to Government Code Section 20396, or any successor(s) or substitute provision(s) of that code section, eligible employee Fire Apparatus Engineers shall be included in the "State Peace Officer/Firefighter Member" membership category under CalPERS. Pursuant to Government Code Section 20380, or any successor(s) or substitute provision(s) of that code section, all other eligible employees are designated as state miscellaneous members under CalPERS.

Enhanced 1959 Survivors Benefit

- 21.25 Employees who are eligible pursuant to the California Public Employees' Retirement Law shall receive the improved 1959 Survivors Benefit as provided for in Government Code Section 21574.7, or any successor(s) or substitute provision(s) of that code section. Bargaining unit employees shall pay a premium of two dollars (\$2.00) per month for this benefit. In accordance with Government Code section 21581, or any successor(s) or substitute provision(s) of that code section, the University and the eligible employee shall split all costs above \$4.00 per month. Should Government Code Section 21582 be amended to allow supercession of Government Code Section 21581 by the collective bargaining agreement, the University agrees that all monthly premiums in excess of the employee \$2.00 monthly contribution shall be paid by the CSU.

Dependent Care

- 21.26 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)

21.27 All eligible employees who contribute toward health benefits pursuant to Provision 21.4 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

21.28 Eligible employees 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

21.29 Part-time, seasonal, temporary and intermittent employees who do not otherwise participate in the California Public Employees' Retirement System will be included in the Part-Time, Seasonal and Temporary (PST) Retirement Program administered by the Department of Personnel Administration's Savings Plus Program, a FICA-Safe Harbor Plan, in accordance with the regulations under section 3121(b)(7)(f) of the Internal Revenue Code, or any successor(s) or substitute provision(s) of that code section. 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 CSUEU 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 CSUEU shall receive appropriate advance notice and the parties will meet and confer over the impact of such termination or revision.

Golden Handshake

21.30 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 CSUEU-represented employees, the University agrees to notify the Union and, upon written request from the Union, to meet and confer regarding said availability.

Public Transportation Incentives

21.31 Campuses will encourage the use of alternative transportation as appropriate to the campus' geographical region and as needed to comply with state and federal air quality rules and regulations. At the discretion of the President of the campus, subject to the State Controller's Office (SCO) procedures and IRS regulations, the CSU may establish, maintain, or cease transportation benefit programs.

Campus programs that encourage the use of alternative transportation may include, but are not limited to:

- a) Free or discounted mass transit passes;
- b) Van pools, which may or may not be subsidized;
- c) Ride Share points;
- d) Commuter tax benefit programs;
- e) Parking permits for bike riders in inclement weather and/or
- f) Shared car programs on campus.

SIDE LETTERS OF AGREEMENT

SIDE LETTER OF AGREEMENT

2005-06 Market Equity Increases

The parties agree to market increases for the classifications listed below. The minimum, SSI maximum and maximum of the salary ranges and the individual salary rates of the incumbents will be increased by the percentage listed effective January 1, 2006.

Unit 2

<u>Class Code</u>	<u>Class Title</u>	<u>Market Equity %</u>
1140	Health Record Tech	4.0%
7926	Clinical Lab Tech II	4.0%
7927	Clinical Lab Tech I	4.0%
7976	Speech Pathologist	4.0%
7980	Physical Therapist I	4.0%
7981	Physical Therapist II	4.0%
7991	Pharmacist – 10	5.0%
7992	Pharmacist – 12	5.0%
7995	Radiologic Technologist I	4.0%
7996	Radiologic Technologist II	4.0%
7998	Radiologic Pro Spec	4.0%
8005	Sanitarian II	4.0%
8130	Nutritionist	4.0%
8134	Licensed Vocational Nurse	4.0%
8135	Clinical Aid I	4.0%
8136	Clinical Aid II	4.0%
8145	Health Educator Assistant	4.0%
8147	Health Educator	4.0%
8150	RN I – 10 mo	5.0%
8151	RN I – 12 mo	5.0%
8153	RN II – 10 mo	5.0%
8154	RN II – 12 mo	5.0%
8156	RN III – 10 mo.	5.0%
8157	RN III – 12 mo.	5.0%
8165	Nurse Practitioner – 10	4.0%
8166	Nurse Practitioner – 12	4.0%

Unit 5

<u>Class Code</u>	<u>Class Title</u>	<u>Market Equity %</u>
2010	Custodian	1%
2015	Lead Custodian	3%

Unit 7

<u>Class Code</u>	<u>Class Title</u>	<u>Market Equity %</u>
0830	Desktop Pub/Graphic Spec 12 mo	3.0%
0831	Desktop Pub/Graphic Spec 11/12	3.0%
0832	Desktop Pub/Graphic Spec 10/12	3.0%
1100	Payroll Tech I	3.0%
1101	Payroll Tech II	3.0%
1102	Payroll Tech III	3.0%
1416	Sr. Data Entry Operator	3.0%
1418	Data Entry Operator	3.0%
1471	Repro Sup I	3.0%
1472	Repro Asst.	3.0%
1549	Prop Clk II	3.0%
1550	Prop Clk I	3.0%
3023	Draft Tech I	3.0%
3024	Draft Tech II	3.0%
4791	Buyer I	3.0%
4792	Buyer II	3.0%
4793	Buyer II – Lead	3.0%
4794	Buyer III	3.0%
4795	Buyer III – Lead	3.0%
8800	Police Dispatcher – 12 Mo	3.0%
8801	Police Dispatcher – 11/12	3.0%
8802	Police Dispatcher – 10/12	3.0%

Unit 9

<u>Class Code</u>	<u>Class Title</u>	<u>Market Equity %</u>
1577	Instr Supp Asst I	3.0%
1578	Instr Supp Asst II	3.0%
1579	Instr Supp Asst III	3.0%
1615	Inst Supp Tech I	3.0%
1617	Inst Supp Tech II	3.0%
1619	Inst Supp Tech III	3.0%

Unit 9 (Continued)

<u>Class Code</u>	<u>Class Title</u>	<u>Market Equity %</u>
3801	Rad Sfty Off	3.0%
5284	Assoc Budget Analyst	3.0%
5287	Asst Budget Analyst	3.0%
6970	Diving Safety Officer	3.0%
7000	Equip Mtn Asst	3.0%
7001	ET I, Mechanical	3.0%
7002	ET I, Electro-Mechanical	3.0%
7003	ET I, Electronic	3.0%
7004	ET I, Specialized Equipment	3.0%
7011	ET II, Mechanical	3.0%
7012	ET II, Electro-Mechanical	3.0%
7013	ET II, Electronic	3.0%
7014	ET II, Specialized Equipment	3.0%
7021	ET III, Mechanical	3.0%
7022	ET III, Electro-Mechanical	3.0%
7023	ET III, Electronic	3.0%
7024	ET III, Specialized Equipment	3.0%
7165	Interpreter I AY	3.0%
7166	Interpreter II AY	3.0%
7167	Ld Interpreter AY	3.0%
7168	Ld Interpreter	3.0%
7169	Interpreter II	3.0%
7170	Interpreter I	3.0%

SIDE LETTER OF AGREEMENT

Bonus in Lieu of Shift Differential

The parties agree to pay Custodians and Lead Custodians who: (1) worked a regularly assigned shift between 6 pm and 6 am between July 1, 2004 and June 30, 2005; (2) worked at least six (6) months on a shift described in (1); (3) did not receive a shift differential; and (4) were active or on leave as of May 1, 2005. The bonus will be four percent (4%) of their gross wages for the period July 1, 2004 through June 30, 2005. It will be paid within ninety (90) days of ratification of this Agreement by all parties.



SIDE LETTER OF AGREEMENT

SALARY RANGE – LEAD CUSTODIANS

The parties agree that the minimum, SSI maximum, and maximum of the Salary Range for Lead Custodians will be increased as follows:

- July 1, 2005 – 2.075 % (GSI)
- January 1, 2006 – 3% plus \$150 to the range minimum and \$400 to the range maximum. The SSI maximum will be at 60% of the new range.
- Pursuant to the Market Equity side agreement, Lead Custodians will receive a 3% market equity increase to their base pay effective January 1, 2006. If after the 3% market equity increase, the Lead Custodian's base pay is below the new salary range minimum, the Lead Custodian's base pay will be increased to the new salary range minimum.

SIDE LETTER OF AGREEMENT

Provision 20.34

In accordance with provision 20.34, In-Range Progressions are awarded at the discretion of the President from campus funds. Campuses shall develop or revise guidelines and procedures for granting In-Range Progressions. In-Range Progressions may be granted for reasons that include:

- Assigned application of enhanced skill(s);
- Retention;
- Equity;
- Performance;
- Recognition of new lead work or new project coordination functions given to an employee on an on-going basis by an appropriate administrator where the classification standard/series do not specifically list lead work as a typical duty or responsibility; and,
- Other salary related criteria.

The decision of the President, made in accordance with this provision, regarding the award of an in-range progression shall be final and shall not be subject to either Article 7, Grievance Procedure or Article 8, Complaint Procedure.



SIDE LETTER OF AGREEMENT

Enhanced 1959 Survivor Benefit (Provision 21.26)

In February 2006, each campus will reimburse any employee with the 1959 Survivor Benefit the amount in excess of \$2.00 that the employee has contributed under provision 21.26 of the contract for periods worked between July 1, 2005 and December 31, 2005.

Should Government Code section 21582 not be amended to allow supersession of Government Code section 21581 by the collective bargaining agreement, each campus will reimburse any employee with the 1959 Survivor Benefit the amount in excess of \$2.00 per month that the employee has contributed under provision 21.26 until June 30, 2006, or until that statute is amended, which ever comes first. In addition, CSU and CSUEU commit to work together to make the necessary amendments to effectuate the change in statute.



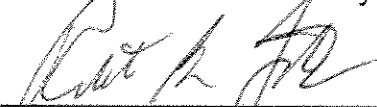
SALARY SCHEDULE

The CSUEU salary schedule can be found at <http://www.calstate.edu/hrpims/salary.htm>

46

IN WITNESS WHEREOF, the parties hereto, by the authorized representatives, have executed this 2005 - 2006 Addendum to the Memorandum of Understanding between the CSU and the CSUEU this 27th day of October 2005.

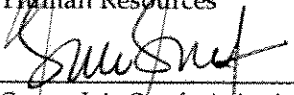
The California State University

By: 

Robert G. Foster, Chair, Trustees' Committee on Collective Bargaining

By: 

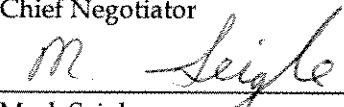
Jackie R. McClain, Vice Chancellor Human Resources

By: 

Samuel A. Strafacci, Assistant Vice Chancellor, Human Resources


By: 

Sharyn Abernatha
Chief Negotiator

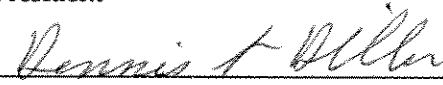
By: 

Mark Seigle
Member, Negotiation Team

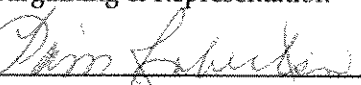
California State University Employees' Union

By: 

Pat Gantt
President

By: 

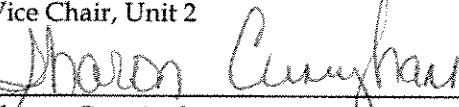
Dennis Dillon, Vice President for Bargaining & Representation

By: 

Pam Robertson
Chair, Unit 2

By: 

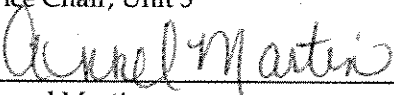
Lynn Barba
Vice Chair, Unit 2

By: 

Sharon Cunningham
Chair, Unit 5

By: 

Bill Patton
Vice Chair, Unit 5

By: 

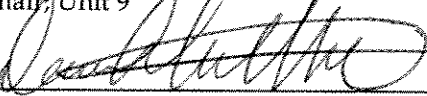
Annel Martin
Chair, Unit 7

By: 

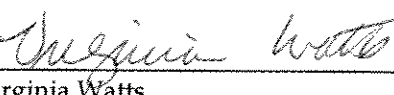
Vera Acevedo
Vice Chair, Unit 7

By: 

Rocky Waters
Chair, Unit 9

By: 

Dan Westbrook
Vice Chair, Unit 9

By: 

Virginia Watts
Administrator, CSUEU

By: 

Teven Laxer, Chief Spokesperson, CSUEU
Senior Labor Relations Representative