

**Addendum To**  
**Agreement Between**  
**The Board of Trustees**  
**of**  
**The California State University**  
**and the**  
**California Federation of The**  
**Union of American Physicians and Dentists**

*Unit 1 – Physicians*

July 1, 2000 - June 30, 2001

	<p>THE CALIFORNIA STATE UNIVERSITY OFFICE OF THE CHANCELLOR 401 GOLDEN SHORE LONG BEACH, CALIFORNIA 90802-4210</p>
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Pursuant to Article 31 of the Memorandum of Understanding between The California State University and the California Federation of the Union of American Physicians and Dentists, the Agreement is hereby modified by this amendment.

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## ARTICLE 19

### SALARY

- 19.1 Increases in the base pay of bargaining unit employees may occur only in those fiscal years for which the parties have specifically agreed to provide increases by way of one or more of the following two (2) categories:
- a. Across-the-board general salary increases as negotiated by the parties; and/or
  - b. Performance-based salary increases or bonuses, pursuant to provisions 19.5 through 19.7 of this Article, in an amount negotiated between the parties.
- 19.2 The salary schedule for bargaining unit employees shall be found in Appendix A and incorporated in this Agreement by reference. An employee shall be assigned a salary within the open salary range appropriate to his/her classification.

#### FY 2000/01 Salary Increases

- 19.3 Fiscal year 2000/01 compensation increases referred to anywhere in this Agreement or other memorandum of understanding between the parties shall not be payable to employees unless both of the following conditions are satisfied:
- a. the final State budget general fund appropriation and allocation to the CSU is no less than the level of the general fund appropriation to the CSU in the Governor's May 15, 2000 Budget for fiscal year 2000/01; and
  - b. the Union ratifies the Agreement by no later than July 18, 2000.

#### General Salary Increase

- 19.4 For fiscal year 2000/2001, effective July 1, 2000, the base salary of each bargaining unit employee, and the Minimums and Maximums of the salary ranges in Appendix A, shall be increased by four and two tenths percent (4.2%).

## Performance-Based Salary Increase

- 19.5 a. All Unit 1 employees with an annual overall performance evaluation rating above satisfactory or its equivalent will receive a performance-based salary increase (PBSI). All Unit 1 employees on a given campus with the same overall performance evaluation rating will receive the same percentage PBSI. The difference in PBSIs awarded to employees with different overall performance evaluation ratings on the same campus will not be greater than a ratio of 2.0 to 1, based on the percentage increase awarded.
- b. Such performance-based salary increases (PBSIs) may be given up to the maximum of the salary range as set forth in Appendix A and shall be based upon employees' overall annual performance evaluations for:
- 1) the quality of medical practice,
  - 2) the quality of contributions to the health center, and/or
  - 3) the quality of educational activities,

as determined by the President. Nothing shall prohibit the President from awarding a PBSI to every eligible meritorious bargaining unit member. Each campus shall adopt procedural guidelines for administration of the PBSI program, which shall include: (1) a statement of criteria for determining meritorious work performance, (2) procedures for receiving input of employees, and (3) identification of documents to be considered in the awarding of PBSIs. A PBSI shall be an increase to an employee's base salary of any percentage not more than five percent (5.0%). The decision to grant or not to grant a PBSI pursuant to this program, and the amount of such increase, if granted, are at the sole discretion of the President. All PBSI decisions shall not be subject to Article 8, Grievance Procedure, except if the specific requirements in 19.4 a. above are alleged to have been violated.

- 19.6 The amount of funds dedicated to employee base salary increases in this program of PBSIs in fiscal year 2000/2001, not including associated benefits costs, shall be the equivalent of a 1.15% increase to the total Unit 1 payroll as of October 1, 2000. In addition to these negotiated amounts, PBSI funds may be increased by an additional amount from campus funds as determined by and at the sole discretion of the President.

- 19.7 The allocation of funds dedicated to this program to each campus in fiscal year 2000/2001 shall be based on the actual salaries paid to bargaining unit positions during fiscal year 1999/2000. The funds and increases identified in provision 19.5 above for this program of PBSIs shall be effective July 1, 2000. PBSIs provided solely from campus funds, however, may be effective at any time. There shall be no requirement to expend in a particular fiscal year all funds identified in provision 19.5 above for such increases. In each fiscal year of this Agreement, if the total amount of funds negotiated between the parties and dedicated to this program in the fiscal year is not allocated or encumbered by February 1 for PBSI recipients on campuses with at least one (1.0) filled full-time equivalent bargaining unit position, the unspent funds will be re-distributed to bargaining unit employees in a manner determined by the Unit 1 Labor Management Committee. The CSU shall provide to the Union no later than February 15 of each year in which PBSIs are implemented a list by campus of individual employees receiving PBSIs and the amount of each increase.

#### Red Circle Rates

- 19.8 A red circle rate is a salary rate above the maximum of the salary range for a class which may be granted by the President when an employee moves to a class with a lower salary range.
- 19.9 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 of the lower class) and shall remain at that salary rate until the maximum salary of the lower class equals or exceeds the red circle salary rate, or until the authorized time period for maintaining the red circle salary rate expires, whichever comes first.
- 19.10 During the period of time an employee's salary remains above the maximum salary rate for the class on a red circle rate, the employee shall not receive further salary increases (including PBSIs or general salary increases), except in cases of promotion.
- 19.11 Red circle rates shall not exceed twenty-five percent (25%) above the maximum of the salary range of the class to which the employee is moving. An employee may retain a red circle rate for up to five (5) years.

- 19.12 Red circle rates shall not be authorized for an employee when:
- a. an employee, for personal convenience, requests voluntary demotion; or
  - b. an employee is demoted for cause other than for medical reasons.
- 19.13 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 cancelled if the employee refuses a bona fide offer of appointment to a position at the campus in a class in the same occupational group at a salary level equivalent to the original classes from which the employee was moved.

## ARTICLE 20

### BENEFITS

#### Health

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

#### Health Premium Conversion Program (TAPP)

- 20.2 All eligible bargaining unit employees who contribute toward health or dental benefits pursuant to provision 20.1 or 20.3 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.

#### Dental

- 20.3 For the life of this Agreement, the dental benefits provided by 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 20.5 and 20.6. The Employer's contribution to such plans shall equal one hundred percent (100%) of the basic monthly premium.

#### Vision Care

- 20.4 For the life of this Agreement, the vision care benefit provided by CSU through the insurer(s) selected by the CSU shall be offered to eligible employees and eligible family members as defined in provisions 20.5 and 20.6. The Employer's contribution to such plan shall equal one hundred percent (100%) of the basic monthly premium.

## Eligibility

- 20.5 The term "eligible employees" 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, vision care benefits and long-term disability benefits also 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.
- 20.6 The term "eligible family member" 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 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 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.

## Non-Industrial Disability Insurance

- 20.7 The maximum weekly payment for eligible employees shall be one hundred thirty-five dollars (\$135.00).

## Enhanced 1959 Survivors Benefit

- 20.8 The amount of benefit payable to a surviving spouse and/or dependent of an eligible bargaining unit employee under the 1959 Survivors Benefit shall be increased to the level of payment provided in Government Code Section 21382.4. Bargaining unit employees shall continue to pay a premium of two dollars (\$2.00) per month for this benefit. All monthly premiums in excess of the employee contribution shall be paid by the CSU.

### Dependent Care Reimbursement Program

- 20.9 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. All administrative costs for participation shall be paid by participating employees.

### Parking

- 20.10 An employee is required to pay the parking fee as determined by the CSU for parking at any facility of the CSU. The CSU shall not change its parking fee schedule without first complying with provision 3.2 of the Agreement. The CSU shall provide for payroll deductions for this program upon written authorization by the employee.
- 20.11 The CSU shall not be liable for any damage, theft, vandalism, or acts of God to any vehicle or items of personal property contained therein or attached thereto for any reason while within the boundaries of CSU parking facilities.
- 20.12 The President may determine the allocation of parking spaces at each facility.

### 403 (b) Tax-Sheltered Annuity Program

- 20.13 All members of the bargaining unit shall be eligible to participate in the 403 (b) tax-sheltered annuity programs in accordance with regulations and procedures as established by The California State University and according to IRS regulations.

### Information Regarding Benefits

- 20.14 The campus Personnel Office shall provide information concerning an individual employee's rights under NDI, IDL, Temporary Disability, Social Security and/or PERS retirement options and the 10/12 or 11/12 pay plan.

### FlexCash Plan

- 20.15 All employees eligible for health insurance, pursuant to provision 20.1 of the Agreement, and dental insurance, pursuant to provision 20.3 of the Agreement, may 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

20.16 Part-time, seasonal, temporary and intermittent employees who do not otherwise participate in the Public Employees Retirement System will be included in the University of California Defined Contribution Plan, a FICA-Safe Harbor Plan, in accordance with the regulations under section 3121(b)(7)(f) of the Internal Revenue Code. The total cost of the Plan will be paid by participating employees in the form of a seven and one-half percent (7.5%) pretax reduction, in accordance with section 414(h) of the Internal Revenue Code, from a participating employee's covered wages each pay period. There shall be no cost to the CSU.

The UAPD 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 UAPD shall receive appropriate advance notice and the parties will meet and confer over the impact of such termination or revision.

### Long-Term Disability

20.17 The CSU shall provide eligible employees, as defined in provision 20.5, with long-term disability insurance coverage at no cost to the employees. Effective August 1, 2000, the plan will provide up to a sixty-six and two thirds percent (66 2/3%) benefit after a six-month waiting period.

**APPENDIX A  
SALARY SCHEDULE**

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

<http://www.calstate.edu/hrpims/Salary/SalarySchd20000831.pdf>