

Addendum to
Collective Bargaining Agreement
between
The Board of Trustees
of
The California State University
and
State Employees Trades Council - United
Unit 6 – Skilled Crafts

July 1, 2004 – June 30, 2005



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TABLE OF CONTENTS

ARTICLE 18	LEAVES OF ABSENCE WITH PAY	1
	Sick Leave.....	1
	Funeral Leave.....	2
	Time Off to Vote.....	3
	Absence as a Witness.....	3
	Jury Duty.....	4
	Military Leave.....	4
	Industrial Disability Leave.....	8
	Catastrophic Leave Donation Program.....	8
	Maternity/Paternity/Adoption Leave	9
ARTICLE 22	HOURS OF WORK.....	10
	Normal Work Schedules	10
	Excess/Deficit Work Hours Accounting.....	11
	Meal Periods	11
	Meal Allowance	12
	Rest Periods	12
	Clean-Up Time.....	12
	Voluntary Training Time	12
ARTICLE 24	SALARY.....	12
	General Salary Increase (GSI)	13
	Range Adjustment.....	14
	In-Range Progression.....	14
	Performance-Based Salary Increase	14
	Extended Performance Increase (EPI)	14
	Classification Changes.....	15
	Payment Above the Maximum	16
	Cost Savings/Staffing Committee.....	17
	Shift Differential	17
	Sunday Pay Differential.....	18
	Asbestos Pay Differential	18
	Asbestos Training and Hazardous Material Handling Certification Allowance.....	18
	Backflow Testing and Water Treatment Operator Allowances	18
	Welding Certification.....	19
	10/12 Pay Plan	19
ARTICLE 25	BENEFITS.....	20
	Health.....	20
	Health Premium Conversion.....	20
	Dental Care	20
	Vision Care	20
	Dependent Care Reimbursement	21
	Health Care Reimbursement.....	21

TABLE OF CONTENTS

ARTICLE 25	BENEFITS	
(Continued)	Enhanced 1959 PERS Survivors Benefit.....	21
	Eligible Employees	21
	Eligible Family Members	21
	Industrial Disability Leave.....	22
	Recreational Facilities.....	22
	Information Regarding Benefits	22
	Parking	23
	Travel Reimbursement.....	23
	Part-Time Employees' Retirement Plan	23
	Flex Cash Plan	23
	403(b).....	24
	2004/2005 Rural Health Care Stipend	24
	Long-Term Disability Insurance.....	24
APPENDIX D	SIDE LETTERS OF AGREEMENT.....	25
	Appendix D-4 – SETC Staffing.....	25
	Appendix D-7 – Parking Fees.....	26

ARTICLE 18

LEAVES OF ABSENCE WITH PAY

Sick Leave

- 18.1 Following completion of one (1) month of continuous service, a full-time employee shall accrue eight (8) hours of credit for sick leave with pay. Thereafter, for each additional month of service, eight (8) hours of credit for sick leave with pay shall be accrued.
- 18.2 Each full-time employee shall be considered to work not more than forty (40) hours each week. Employees who are appointed less than full time shall accrue credit for sick leave with pay on a pro rata basis. Limited hourly employees accrue sick leave following each 160 hours of qualifying service to a maximum of twelve (12) accruals per year.
- 18.3 Sick leave may be accumulated without limitation. No additional sick leave with pay beyond that accumulated shall be provided.
- 18.4 An employee shall be responsible for reporting an absence to the appropriate administrator promptly, and preferably before the start of the shift.
- 18.5 An employee shall be responsible for promptly signing the "Absence and Additional Time Worked Report" (Form 634) and returning the absence form to the appropriate administrator.
- 18.6 An employee may be required to provide a physician's statement or other appropriate verification when absent five (5) or more consecutive days due to illness/injury. When the appropriate administrator has reasonable cause to believe that there has been an abuse of sick leave; verification may be requested more frequently. The administrator shall notify the employee of this requirement for future absences.
- 18.7 When an employee is eligible for sick leave, the appropriate administrator shall authorize sick leave for the following:
- a. illness, injury, pregnancy, or child birth;
 - b. exposure to contagious disease;
 - c. dental, eye, or other physical or medical examinations or treatments by a licensed practitioner;
 - d. illness or injury in the immediate family, and/or death of a significantly close relative as defined in the funeral leave provisions of this Article;
 - e. death of a person in the immediate family.

- 18.8 An employee, upon reasonable advance request, shall be granted up to forty (40) hours of accrued sick leave for bereavement. When one (1) or more deaths occur in a calendar year, up to forty (40) hours of accrued sick leave credits may be used for each death.
- 18.9 Sick leave for family care, as defined in 18.10, is primarily for emergency situations. Up to seven (7) days of accrued sick leave credit may be used for family care during any one (1) calendar year. The appropriate administrator may authorize the use of additional sick leave for family care upon request by an employee. Upon mutual agreement between the employee and appropriate administrator, an employee may use more than seven (7) days of sick leave for Family Care and Medical Leave as provided in Article 19.
- 18.10 "Immediate family" shall mean close relative or other person residing in the immediate household of the employee, except domestic employees or roomers.
- 18.11 An employee may be required to undergo a medical examination as directed by the President to determine the employee's ability to perform his/her required duties. Any medical exams required of employees by the CSU shall be paid for by the CSU, provided that the physician is selected by the CSU. Time required to travel to and from the physician's office and time spent at the physician's office shall be considered time worked.
- 18.12 In the event an employee disagrees with the medical findings of the CSU-selected physician, the employee shall have the right to examination by a physician of his/her choice. The employee shall be required to bear the cost of such examination and shall charge any absence due to such examination to accumulated sick leave credits. The CSU shall consider the medical report from the employee's physician.
- 18.13 Under no circumstances may the employee be granted sick leave for days during layoff periods or during a leave of absence without pay.
- 18.14 An employee who has exhausted his/her sick leave or disability leave may be granted unpaid sick leave or may use his/her vacation credits or compensatory time off (CTO). Use of unpaid sick leave, vacation credits, or CTO shall be by mutual agreement of the employee and the appropriate administrator.

Funeral Leave

- 18.15 For each death of a significantly close relative, upon request to the President, the employee shall be granted one (1) day leave with pay, either the workday immediately prior to, including, and/or following the day of the funeral. If such a death of a significantly close relative requires the employee to travel over five hundred (500) miles round-trip from his/her home, upon request such a leave with pay shall be granted for (2) days. Limited hourly employees are eligible for funeral leave if they are scheduled to work at the time of the funeral and will be paid the number of hours they were scheduled to work.

- 18.16 A leave granted in accordance with provision 18.15 may be supplemented in accordance with the bereavement provision (18.8) of this Article.
- 18.17 The term "significantly close relative" as used in this Article shall only mean a spouse and the employee's or his/her spouse's mother, father, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother, sister, or relative living in the immediate household of the employee.

Time Off to Vote

- 18.18 If an employee does not have sufficient time outside of his/her working hours to vote at any general, direct, primary, or presidential primary election, the employee may take a sufficient amount of working time to enable him/her to vote. Not more than two (2) hours of such time shall be provided to an employee without loss of pay. Time off for voting shall be provided only at the beginning or end of the employee's regular work shift, unless otherwise mutually agreed.
- 18.19 If an employee knows of his need for time off to vote on the third working date before the day of the election, he/she shall give notice that he/she desires time off, in accordance with provision 18.18, to the appropriate administrator at least two (2) days before the election.

Absence as a Witness

- 18.20 Employees serving as court-subpoenaed witnesses or as expert witnesses in the interest of the CSU shall seek payment of witness fees. Whenever possible, employees shall confer with the attorney requesting their appearance to determine whether certified copies of appropriate documents would be suitable and would eliminate the need for a court appearance.
- 18.21 An employee who is absent as a court-subpoenaed witness or expert witness in the interest of the CSU shall be paid the normal salary for the corresponding period of absence. No portion of the employee's salary shall be forfeited as the result of such an appearance; however, all court fees (except personal travel and/or subsistence payments) shall be remitted to the CSU. If an exceptional circumstance occurs whereby the employee does not remit such fees, an amount equal to the fees shall be deducted from the employee's salary. No vacation or CTO shall be used in such cases.
- 18.22 An employee who receives court fees in excess of regular earnings may retain the excess and need remit only an amount equal to the compensation paid the employee while on leave. If the employee chooses to retain the entire fee, then the time taken off shall be charged as vacation or CTO, and if no vacation time or CTO is available, the employee shall be docked for a period of absence.
- 18.23 A reasonable number of employees who are serving as witnesses at state administrative hearings to which the CSU is a party shall be provided with reasonable release time for appearance at the hearing. Such employees need not be subpoenaed and need not seek witness fees. Release time shall be provided only upon prior notification to the

appropriate administrator. An employee who is notified that he/she is anticipated to be called as a witness shall immediately notify the appropriate administrator of the anticipated date(s) and/or time of absence.

- 18.24 An employee who is a party to a suit or who is an expert witness not serving in the interest of the CSU shall appear on his/her own time. The employee shall be charged vacation or CTO, and if no vacation time or CTO is available, the employee shall be docked for the period of absence.

Jury Duty

- 18.25 An employee who serves on jury duty shall receive his/her regular salary for the time spent on jury duty if he/she remits the amount received for such duty to the CSU. Payment for travel expenses and subsistence received by the employee need not be remitted. If the employee elects to retain the jury duty fees, his/her time off for jury duty is not compensable. The employee may elect to use vacation credit or CTO to cover the time off.
- 18.26 An hourly employee shall be eligible for time off with pay for jury duty only for those hours he/she was scheduled to work.
- 18.27 An employee who is called for jury duty shall promptly notify the appropriate administrator and shall make efforts to arrange jury duty services at a time least disruptive to his/her work schedule.
- 18.28 The employee is required to notify the appropriate administrator in writing prior to taking leave for jury duty. Verification of actual service for jury duty shall be provided by the employee when requested by the appropriate administrator.
- 18.29 The provisions of this Article shall also apply during the jury selection process.

Military Leave

- 18.30 Emergency military leave, temporary military leave, and indefinite military leave shall be granted to eligible employees, in accordance with State and Federal laws.
- 18.31 Emergency Military Leave

Employees who are members of the National Guard are entitled to a leave of absence while engaged in the performance of ordered military or naval duty, including travel time, during any time that the governor has issued a proclamation of a state of emergency or during such time as the National Guard may be on appropriate active duty. Such leave of absence may not exceed the duration of the emergency.

18.32 Temporary Military Leave

Employees who are members of the Reserve Corps of the Armed Forces of the United States or of the National Guard are entitled to a temporary military leave of absence for ordered active duty, provided that the period of duty does not exceed one hundred and eighty (180) calendar days, including travel time.

A temporary military leave of absence shall not be approved for periods of inactive military duty, i.e., attendance at drills of an organized reserve unit.

18.33 Indefinite Military Leave

Indefinite military leave may be granted under any of the following circumstances:

- a. when there is a condition of war or national emergency as proclaimed by the President or Congress of the United States;
- b. when U. S. Armed Forces are serving outside the United States or its territories at the request of the United Nations; or
- c. when there is a national conscription act in effect.

Employees who leave positions to join the U. S. Armed Forces or who, as members on active duty of any reserve force, are called upon and who then serve under the same conditions, have a right to return to their positions. The employee must have been honorably released, separated, or discharged, and must return within six (6) months following termination of active service.

Employees who fail to return to their positions within twelve (12) months after the first date upon which they could terminate, or could cause to have terminated, their active service forfeit their right to return.

18.34 Eligibility for Pay and Benefits at Commencement of Military Leave

- a. **Emergency Military Leave.** An employee who is eligible for emergency military leave is, without regard to length of employment, entitled to receive normal salary or compensation for a period not to exceed thirty (30) calendar days and will not, as a result of the leave, suffer any loss or diminution of vacation or holiday privileges or be prejudiced with reference to promotion, continued employment, or re-employment. Employees are entitled to these benefits regardless of the number of proclamations of emergency that may be issued by the Governor and without regard to other military leave benefits to which they may be entitled.
- b. **Temporary Military Leave.** An employee is entitled to receive salary or compensation for the first thirty (30) calendar days of a temporary military leave of absence, provided that the employee has State service of not less than one (1) year immediately prior to the date on which the absence begins. Prior military service is counted in determining State service for this purpose. The employee is

not entitled to credit for vacation, sick leave, or holidays while in a nonpay status; however, time spent on leave does count toward a merit salary adjustment and vacation category change.

Pay for such leaves shall not exceed thirty (30) calendar days in any one (1) fiscal year, including pay for an indefinite military leave.

- c. Indefinite Military Leave. An employee is entitled to receive salary or compensation for the first thirty (30) calendar days of an indefinite military leave of absence, provided that the employee has State service of not less than one (1) year immediately prior to the date on which the absence begins. Prior military service is counted in determining State service for this purpose. The employee is not entitled to credit for vacation, sick leave, or holidays while in a nonpay status; however, time spent on leave does count toward a merit salary adjustment and vacation category change.

Pay for such leaves shall not exceed thirty (30) calendar days in any one (1) fiscal year, including pay for a temporary military leave.

18.35 Reinstatement Following Military Leave

- a. Reinstatement Following Emergency Military Leave. An employee eligible for emergency military leave has an absolute right to return to the position held at the time the leave commenced. In determining other benefits to which the employee is entitled, time spent on emergency military leave shall be considered full-time (State) service regardless of whether or not the leave extends for more than thirty (30) calendar days.
- b. Reinstatement Following Temporary Military Leave. An employee granted a temporary military leave of absence has an absolute right to be restored to the position held at the time the leave was granted. Any employee whose position has ceased to exist during the employee's absence must be reinstated to a position of comparable seniority, status, and pay. If such a position does not exist, the employee shall have the same rights and privileges the employee would have had, had he/she not taken temporary military leave of absence.

An employee who has been in State service for a period of not less than one (1) year immediately prior to the date upon which the temporary military leave of absence begins receives the same vacation, sick leave, and holiday privileges and the same rights and privileges to promotion, employment, or re employment that the employee would have enjoyed had he/she not been absent on leave, with the provision that any incompleated probationary period must be completed upon reinstatement. In determining the one (1) year of service in a State agency, all time spent in recognized military service shall be counted as State service. The employee receiving the above benefits is not entitled to receive credit for vacation, sick leave or holidays while in a nonpay status. Time spent on leave will count toward merit salary adjustment and vacation category change.

- c. Reinstatement Following Indefinite Military Leave. Following indefinite military leave of absence, employees have a right, if released, separated, or discharged under conditions other than dishonorable, to return to their positions within six (6) months following the end of the war or national emergency.

Employees also have a right to return to their positions during terminal leave from the armed forces. Upon such return to employment, employees have all the rights and privileges connected with, or arising out of, the employment that they would have enjoyed had they not been absent. Employees other than probationary employees who are restored to their positions may not be discharged from such positions without cause during one (1) year after such restoration. An incompleated probationary period must be completed upon reinstatement. An employee whose position has ceased to exist during the employee's absence must be reinstated in a position of comparable seniority, status, and pay if such a position exists, or to a comparable vacancy for which the employee is qualified.

Employees receiving the above benefits are not entitled to receive credit for vacation, sick leave, or holidays while in a nonpay status. Time spent on leave does, however, count toward a merit salary adjustment and vacation category change.

- d. Reinstatement Following Resignation to Serve in Armed Forces. Employees who resign employment to serve in the armed forces, either of the United States or the State of California, have a right to return to employment prior to the date at which their employment would have ended had they not resigned. They shall notify the President in writing of their intention to return, and this shall be done within six (6) months of the termination of active service with the armed forces.

Such right to return to a position shall not be granted employees who fail to return to their positions within twelve (12) months after the first date upon which they could have terminated, or cause to have terminated, their active service.

The foregoing paragraph does not apply to any employee to whom the right of reinstatement has been granted under any other circumstances.

18.36 Documentation Required in Connection With Military Leave

When requesting military leave, employees are required to furnish a copy of the orders to active duty, and in order to be eligible for pay as provided in this Agreement, employees are required to provide verification from their commanding officer or other competent military authority that the active duty was performed as indicated in the orders previously provided. A copy of such orders and certification, which will include dates of active duty, is retained in the employee's personnel file to substantiate any payments made under the provisions of this Agreement.

18.37 Physical Examinations

Sick leave shall be granted to an employee taking a physical examination for the purposes of entering military service. This kind of leave shall not be granted if the employee:

- a. does not actually enter the military service;
- b. is taking a physical examination for the purpose of selecting a branch of the military service; or
- c. is a reserve member of the military service and the physical examination is required to maintain reserve status.

In each of the three (3) cases above, the employee's absence may not be charged to sick leave, but may be charged to vacation or CTO.

Industrial Disability Leave

18.38 The CSU shall make available to eligible employees Industrial Disability Leave Benefits in lieu of Workers' Compensation Temporary Disability Benefits for a period not exceeding fifty-two (52) weeks within two (2) years from the first day of disability.

Catastrophic Leave Donation Program

18.39 Any CSU employee who accrues vacation or sick leave credits may voluntarily donate either of those credits to any other CSU employee on the same campus, if the recipient employee has exhausted all accrued leave credits, i.e., sick leave, vacation, personal holiday, and CTO due to a catastrophic illness or injury. Catastrophic illness or injury is an illness or injury that has totally incapacitated the employee from work.

The following provisions shall apply:

- a. An employee, his/her representative, or the employee's family member must request the employee's participation and provide appropriate verification of illness or injury as determined by the campus president. The president shall then determine the employee's eligibility to receive donations based upon the definition provided above.
- b. An incapacitated employee may elect to defer a request to participate during a period of Industrial Disability Leave eligibility.
- c. Employees may donate a maximum of forty (40) hours of leave credits per fiscal year in increments of one hour or more. Donations are irrevocable.
- d. Donated leave credits may be used to supplement Industrial Disability Leave, Non-Industrial Disability Leave, or Temporary Disability payments from the State Compensation Insurance Fund upon the application for these benefit(s) by an

eligible employee. The total amount of leave credits donated and used may not exceed an amount sufficient to ensure the continuance of the employee's regular monthly rate of compensation.

- e. The total donated leave credits shall normally not exceed an amount necessary to continue the employee for three calendar months calculated from the first day of catastrophic leave. The president may approve an additional three-month period in exceptional cases. The leave should not be deemed donated until actually transferred by the campus record keeper to the record of the employee receiving leave credits.
- f. For employees whose appointments have not been renewed, donated time may not be used beyond the employee's appointment expiration date in effect at the beginning of the disability.
- g. Only vacation and sick leave credits may be donated.
- h. Donated leave credits may not be used to receive service credit following a service or disability retirement.
- i. Any CSU union may solicit leave donations from bargaining unit employees for direct transfer to employees eligible to receive such leave credits.
- j. Catastrophic illness or injury may also include an incapacitated member of the employee's immediate family if this results in the employee being required to take time off for an extended period of time in order to care for the family member and the employee has exhausted both all of his/her accrued vacation credits and all of his/her accrued sick leave credits which may be used for family care in accordance with the appropriate collective bargaining agreement. Only donated vacation credits may be used for such family care catastrophic leave. Immediate family member shall be defined in accordance with the definition contained in the sick leave provisions of the collective bargaining agreement covering the recipient employee.
- k. The provisions of this program shall be subject to the grievance procedure contained in the collective bargaining agreement covering the grieving employee.

Maternity/Paternity/Adoption Leave

- 18.40 An employee shall be entitled to up to thirty (30) workdays "maternity/paternity/adoption leave" with pay to care for a new infant. The days must be taken consecutively and shall commence upon the birth or placement of a child. By mutual agreement between the President and the employee, the scheduling of this leave may be modified. Such leave shall be in addition to available sick leave and vacation. Paid maternity/paternity/adoption leave granted in accordance with this provision runs concurrently with other maternity/paternity, pregnancy disability and/or family care and medical leave provisions of Article 19 for which the employee may be eligible.

ARTICLE 22

HOURS OF WORK

Normal Work Schedules

22.1 The workweek shall consist of seven (7) consecutive twenty-four (24) hour periods beginning at 12:01 a.m. on Sunday and ending at 12:00 midnight the following Saturday.

Full-time employees shall work a minimum workweek of forty (40) hours in a seven (7) consecutive day period.

22.2 Under normal circumstances, the "workday" is defined as eight (8) consecutive hours plus the meal period in a twenty-four (24) hour period. Day shift employees normally begin work between 6:00 a.m. and 8:00 a.m. There are three (3) shifts, as defined in provisions 24.27 through 24.31 of this Agreement.

22.3 The Director of Plant Operations or appropriate administrator shall determine the work schedules including starting and finishing times for all employees. Under normal circumstances, work schedules shall provide for five (5) consecutive days of eight (8) hours in a seven (7) day period. When assigning work schedules, the CSU shall consider the employee's preference and the needs of the CSU. Alternate work schedules may be mutually agreed to by the employee and the Director of Plant Operations or the appropriate administrator. When mutual agreement is not possible, the Director of Plant Operations shall assign an alternate work schedule giving consideration to the employee's needs and the needs of the university. Alternate work schedules may apply to the following classifications: Operating Engineers, Building Service Engineers, Building Maintenance Work, Supervising Building Service Engineers, Maintenance Mechanics, Farm Maintenance Mechanics, Apprentice Operating Engineers, Apprentice Building Service Engineers and Refrigeration Mechanics. Nothing contained herein shall prevent the parties from mutually agreeing upon other classifications or positions for alternate work schedules.

22.4 For classifications not designated above, when alternate work schedules are deemed necessary by management, the alternate work schedules of any bargaining unit classification shall be staffed as follows:

1. By volunteers;
2. By the transfer of employees who were originally hired into positions which were posted with the proviso that it might require the employee to work alternate work schedules; or
3. By employees hired after the ratification of this contract by both SETC and the CSU Board of Trustees, provided the employee meets the requirements defined by management for the assignment.

If unable to staff positions as designated above, CSU will meet with the Union to discuss the needs of the university. The parties agree to meet within two weeks of the request to discuss an alternate solution, which may include, but is not limited to, having the least senior employee in the classification work the alternate shift, developing an alternate or flexible work schedule, or other alternatives that meet the needs of the University.

- 22.5 All work schedules shall be prepared in written form and normally posted not less than fourteen (14) days prior to any regularly scheduled shift change. No employee shall have his/her regularly scheduled shifts or days off changed without receiving a minimum of fourteen (14) days prior written notification of such change, except in emergency situations.
- 22.6 In emergency situations, all days off may be canceled and shifts reassigned.
- 22.7 Less than full-time employees shall be assigned hours and days of work by the Director of Plant Operations or the appropriate administrator.

Excess/Deficit Work Hours Accounting

- 22.8 The parties acknowledge that due to the fluctuation in the number of days in a monthly pay period that those non-exempt employees working on alternate work schedules may either have excess or deficit work hours in any given pay period. All excess/deficit salary accounting issues shall be addressed pursuant to Human Resource Salary Administration Letter HR 2003-28. Per HR 2003-28, in the event that an employee(s) has a deficit balance in December, the campus shall meet with the affected employee(s), and at their request a representative, to develop a mutually acceptable plan to reconcile any remaining deficit hours.

Meal Periods

- 22.9 Employees shall be entitled to a meal period of not less than thirty (30) minutes. The time of such meal period shall be scheduled by the Director of Plant Operations or the appropriate administrator and shall be at or near the middle of the workday. Employees who have a thirty (30) minute meal period shall, when appropriate, be permitted a clean-up period of ten (10) minutes.
- 22.10 An employee required to remain on the job for the full shift shall be entitled to a paid meal period of thirty (30) minutes.
- 22.11 Meal periods shall not be considered time worked when all of the following conditions are met:
- a. meal periods are at least thirty (30) minutes in duration,
 - b. the employee is completely relieved of his/her duty, and
 - c. the employee is free to leave his/her work station if the employee so desires.

Meal Allowance

- 22.12 When an employee is required to work more than two (2) hours before or two (2) hours after a regularly scheduled workday, he/she may claim the actual cost of each meal, up to the maximum allowed for breakfast, lunch, or dinner as appropriate to the time of day, in accordance with the CSU Policy and Procedures Governing Travel and Relocation Expense Reimbursement. All claims for such meal reimbursements must be supported by a dated receipt and/or a voucher. The time taken to consume such meals will not be included in the computation of overtime for the purposes of this allowance.
- 22.13 An employee shall not be required to interrupt his/her work to consume the meal referenced above. Such meals may be taken before, after, or during the pre-shift or post-shift period. This provision shall not apply to employees receiving a per diem rate.

Rest Periods

- 22.14 Employees shall be entitled to take a rest period of fifteen (15) minutes for each half day worked. Rest periods should, when possible, be taken at or near the midpoint of the half day period.
- 22.15 If an employee is unable to take a rest period due to work requirements, the rest period may be rescheduled later in the day. The rest period shall not be cumulative if not taken. Rest periods of fifteen (15) minutes or less shall be counted towards hours worked for the purpose of computing overtime.

Clean-Up Time

- 22.16 Employees shall be permitted, immediately prior to the end of their workday, a clean-up period of ten (10) minutes to perform personal washing and changing of clothes. Reasonable worktime shall be provided to an employee for the taking of a shower when deemed necessary by the appropriate administrator.

Voluntary Training Time

- 22.17 Voluntary training time shall not be considered time worked when the training is voluntary and the employee does not engage in productive work during training.

ARTICLE 24

SALARY

- 24.1 The salary schedule for bargaining unit employees shall be found in Appendix A and incorporated in this Agreement by reference.

Classifications will be grouped as specified in Appendix C. Between the minimum and maximum rates, there shall be an "open range" with no incremental salary steps.

24.2 An employee shall be assigned to a rate within the salary range appropriate to his/her classification. New hires shall be assigned no less than the Minimum Rate appropriate to his/her classification.

24.3 The schedule of wages for approved and registered apprenticeships shall be as follows:

a.	<u>Four (4) Year Apprenticeships</u>	Percentage of Minimum Rate Of <u>Journey Salary</u>
	1st 6 months	65%
	2nd 6 months	69%
	3rd 6 months	73%
	4th 6 months	77%
	5th 6 months	81%
	6th 6 months	85%
	7th 6 months	90%
	8th 6 months	95%
b.	<u>Three (3) Year Apprenticeships</u>	
	1st 6 months	65%
	2nd 6 months	70%
	3rd 6 months	75%
	4th 6 months	80%
	5th 6 months	87%
	6th 6 months	95%
c.	<u>Two (2) Year Apprenticeships</u>	
	1st 6 months	65%
	2nd 6 months	75%
	3rd 6 months	85%
	4th 6 months	95%

Provisions 24.4 through 24.16 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. For fiscal year 2002/2003, the General Salary Increase (GSI) shall be one and ninety-one hundredths percent (1.91%), effective July 1, 2002 provided the Union ratifies the Agreement on salaries and benefits for fiscal year no later than October 30, 2002.

- 24.5 A General Salary Increase (GSI) of one and fifty-eight hundredths percent (1.58%) 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 shall be effective July 1, 2003.

Range Adjustment

- 24.6 Employees in Salary Groups 5 and 6 (pursuant to classifications listed in Appendix C) will receive a one percent (1%) increase in individual salary rates effective July 1, 2002. The salary rates in the classifications in Groups 5 and 6 will be increased by one percent (1%) effective July 1, 2002.

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 A Performance-Based Salary Increase (PSI)/Performance-Based Bonus Award (Bonus Award) may be granted in accordance with the procedure provided in this Article as recognition for employees' contributions at work.
- 24.9 For fiscal years 2002/2003 and 2003/2004 no funds shall be dedicated to the Performance-Based Salary Increase Program.
- 24.10 If a Performance-Based Salary Increase is to be awarded from the compensation pool in 2004/2005, the Parties shall discuss the procedure for awarding PBSI's during reopener negotiations.
- 24.11 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. 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.
- 24.12 Effective July 1, 2002, the maximums of the salary ranges will be increased as shown in Appendix C and described in 24.4.

Extended Performance Increase (EPI)

- 24.13 An Extended Performance Increase (EPI) is a permanent increase to an employee's base salary. This program will only be implemented in years in which both parties specifically negotiate to provide increases for the EPI program. 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.

- 24.14 To be eligible for an EPI in any year in which the program is negotiated, an employee must meet the following performance and service requirements:

The employee's overall performance has been satisfactory for the previous five years as evidenced by performance evaluation ratings of satisfactory or better and having no disciplinary actions received in the past five years which remain in the personnel file. In addition to these performance requirements, the employee must have completed a 5-year anniversary of continuous campus employment at a 50% or more timebase beginning at the employee's 10th year (employee's 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 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.

- 24.15 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 24.14 and is denied an EPI shall remain eligible for reconsideration on an annual basis, if EPIs are funded in subsequent years.
- 24.16 The parties agree that there is no expectation or obligation on the part of the parties to implement an EPI program in subsequent years for any bargaining unit member who was not eligible for and awarded the EPI on June 30, 2003.

Classification Changes

- 24.17 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.

- 24.18 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.
- 24.19 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

- 24.20 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.
- 24.21 If a payment above the maximum is granted, the employee shall retain either the salary currently being paid or a salary twenty-five percent (25%) 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.
- 24.22 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.
- 24.23 A payment above the maximum 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 payment above the maximum for up to five (5) years.
- 24.24 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.
- 24.25 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

24.26 A cost savings/staffing committee shall be established. The 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

24.27 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.

24.28 Employees who work four (4) or more hours in the swing shift shall be paid a shift differential of \$1.25 per hour for the employee's entire shift.

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

24.30 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.

24.31 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

- 24.32 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

- 24.33 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 \$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

- 24.34 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.
- 24.35 Employees who have been required by the CSU to undergo training in order to maintain or renew the certifications 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 demonstrated completion of such training and the subsequent renewal of such certification.
- 24.36 For the purpose of provisions 24.34 and 24.35 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

- 24.37 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.
- 24.38 Employees who are required by the CSU to renew their license or certificate described in provision 24.37 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

- 24.39 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.
- 24.40 Employees who are required by the CSU to renew their license or certificate described in provision 24.39 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.

10/12 Pay Plan

- 24.41 Probationary and permanent employees shall be eligible to request participation in the 10/12 or 11/12 pay plan.
- 24.42 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.
- 24.43 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.
- 24.44 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.
- 24.45 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.
- 24.46 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.
- 24.47 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.
- 24.48 Approval and denial of employee requests by the President as specified in provisions 24.41 through 24.48 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 22825.1 for fiscal years 2002/2003, 2003/2004, and 2004/2005. The employer contribution based on the current formula provided in Government Code 22825.1 shall be supplemented as follows:

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

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

Health Premium Conversion

25.3 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

25.4 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 25.9 and 25.10. The Employer's contribution to such plans shall equal 100% of the basic monthly premium. Beginning August 1, 2003, the level of benefits shall be the CSU Enhanced Level II Indemnity Dental Plan and the Enhanced Prepaid Dental Plan.

Vision Care

25.5 Eligible employees and eligible family members as defined in provisions 25.9 and 25.10 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

25.6 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

25.7 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.

Enhanced 1959 PERS Survivors Benefit

25.8 The amount of benefit payable to a surviving spouse of a bargaining unit employee under the 1959 Survivors Benefit shall be increased to the levels of payment provided in Government Code Section 21382.4 effective upon the date of the ratification of this Agreement by both parties. Bargaining unit employees will continue to pay a premium of \$2.00 per month for this benefit. All monthly premiums in excess of the contribution of employees will be paid by the CSU.

Eligible Employees

25.9 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

25.10 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.

- 25.11 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.

Industrial Disability Leave

- 25.12 Upon written notification to CSU by an eligible employee, he/she may elect to supplement IDL payments with charges to his/her accrued sick leave. Such an election shall be made no later than fifteen (15) days after the report of the injury for which the IDL is being paid.
- 25.13 Such supplement shall continue until the employee has exhausted his/her accrued sick leave or until the employee provides to the CSU written notification he/she wishes to discontinue the supplement. Such a notice shall be provided fifteen (15) days prior to the effective date of such a discontinuation.
- 25.14 Such a supplement to IDL payments shall not result in the employee receiving a payment in excess of his/her regular salary or wage.
- 25.15 All payments received by an employee while on IDL shall be subject to mandatory and authorized voluntary deductions.

Recreational Facilities

- 25.16 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.

Information Regarding Benefits

- 25.17 The campus Human Resources Office shall provide information concerning an individual employee's rights under NDI, IDL, Temporary Disability, Social Security, and/or CalPERS retirement options.

Parking

25.18 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 with the Union in order to notify the Union of any parking fee increases which are implemented at any campus during the life of this Agreement.

Travel Reimbursement

25.19 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

25.20 Effective July 1, 1994, part-time and temporary and 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. The total cost for participation in the plan will be borne by the employee.

Flex Cash Plan

25.21 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)

- 25.22 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.
- 25.23 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.

2004/2005 Rural Health Care Stipend

- 25.24 Bargaining unit employees who meet all of the following requirements shall be paid a rural health care stipend during fiscal year 2004/05:
- a. The employee must be enrolled for health insurance benefits during the August 2004 pay period in a zip code contained in the list of "California's Proposed Eligible Rural Subsidy Zip Codes by County effective January 1, 2004;" and
 - b. The employee must be enrolled in a non-HMO health plan.

The amount of the stipend for 2004/2005 shall be a one-time payment of \$500 for each full-time employee. The amount of the stipend for part-time employee will be calculated on a pro-rata basis. The calculation for payment for part-time employees shall be based upon the July 2004 pay period. Contingent upon ratification by both parties, payment of the 2004/05 rural health stipend shall be made within sixty (60) days of such ratification.

Long-Term Disability Insurance

- 25.25 Effective July 1, 2004 and ending on June 30, 2005, the CSU will provide long-term disability insurance for bargaining unit members. For eligible employees, this plan will provide a benefit equivalent to 50% of the first \$15,000 of the employees' salary for a maximum of benefit of \$7,500 per month. There is a 180-day waiting period before the benefit begins and the maximum benefit period is until age 65. This program will not continue beyond June 30, 2005 unless one of the following occurs:
- 1) The parties agree to continue the program as part of negotiations for a successor contract; or
 - 2) the SETC-United may reimburse the CSU for the premiums required to continue the insurance.

APPENDIX D-4

Side Letter of Agreement SETC Staffing

The Parties agree to continue the joint CSU-SETC 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 systemwide issues that affect staffing.

Procedure

- 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 the procedure for funding positions.
- Identify issues impacting staffing.

Plan of Action

The joint committee shall summarize its findings and prepare a report for the Vice Chancellor of Human Resources and the Vice Chancellor of Business & Finance that may include:

- Recommended changes in the staffing levels of SETC represented positions.
- Possible solutions to issues impacting staffing.

The Parties acknowledge that given the current state of the California State Budget and the CSU Budget, no new funding for increasing the number of SETC represented positions is currently anticipated. The Parties agree to work within the confines of the budget constraints to identify the needs of the University in relation to SETC staffing and to identify solutions to any identified needs. The goal of the committee is to work together to address those identified needs as soon as funding is available.

The parties will meet once a month, unless mutually agreed to modify the meeting schedule. The goal of the committee on staffing issues will be to issue a report by March 2003.

APPENDIX D-7

Side Letter of Agreement

Parking Fees

The Parties agree that Bargaining Unit Employees will not be required to pay prior to January 1, 2005 parking fees in excess of the rates currently in effect. [Note, this freeze is for general rates only, and does not apply to student-only structures or to reserved lots that require additional fees over and above the general staff parking rate]. The CSU shall first comply with provisions 25.18 of the parties' collective bargaining agreement should it wish to increase parking fees subsequent to January 1, 2005. Notice to SETC pursuant to this provision shall not occur prior to January 1, 2005.

APPENDIX D-8

Side Letter Miscellaneous Issues

A. Classification Issues

During the life of this agreement, the CSU agrees to continue analyzing the feasibility and need for the following proposed Unit 6 Job classifications:

Roofer, Lead Building Service Engineer, Lead Maintenance Mechanic,
Supervising Locksmith and Elevator Mechanic.

The parties may also discuss issues related to these proposed classifications as part of the Systemwide Cost savings/Staffing committee.

B. Meritorious Performance

No later than September 1, 2004, Chancellor's Office Labor Relations will issue a letter to all CSU campuses reminding the Presidents of the availability of the program pursuant to provision 24.11.

C. Electrical High Voltage Issues

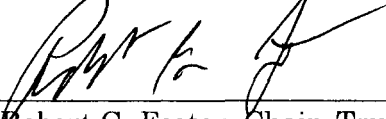
The parties agree to refer safety issues related to Electrical High-Voltage work (including the proper skills and training) to the Joint Systemwide Health and Safety Committee (JHSC) for review. The JHSC will issue its recommendations in a timely fashion to enable the parties consideration of the recommendations, as well as compensation issues, during the successor collective bargaining agreement negotiations scheduled for 2005/2006.

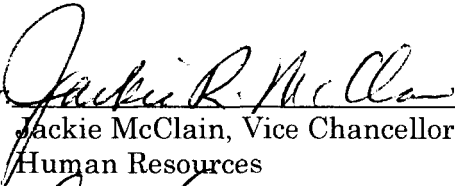
D. Safety Shoes

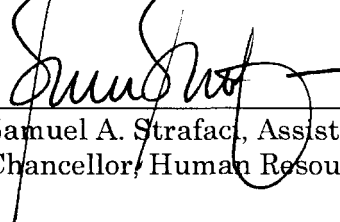
As part of the Systemwide Cost Savings Committee, the parties agree to further discuss the feasibility of securing a systemwide purchasing agreement for safety shoes with a vendor and/or manufacturer. In addition, the parties agree to issue a joint letter from the Joint Health and Safety Committee reminding employees of the necessity to wear safety shoes to maintain a safe working environment pursuant to Article 28.3.


IN WITNESS WHEREOF, the parties hereto by their authorized representatives, have executed the Addendum to the 2002-2005 Collective Bargaining Agreement on this thirteenth day of July 2004.

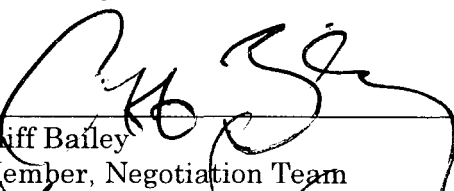
The California State University

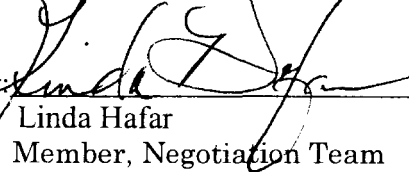
By: 
Robert G. Foster, Chair, Trustees'
Committee on Collective Bargaining

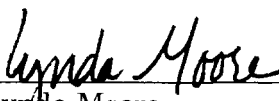
By: 
Jackie McClain, Vice Chancellor
Human Resources

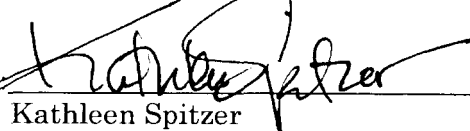
By: 
Samuel A. Strafacc, Assistant Vice
Chancellor, Human Resources

By: 
Bill Candella
Chief Negotiator


By: 
Cliff Bailey
Member, Negotiation Team

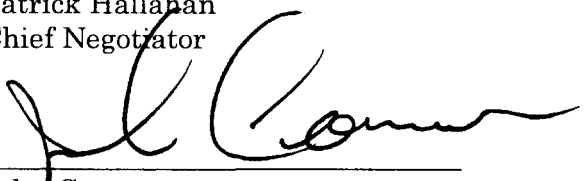
By: 
Linda Hafar
Member, Negotiation Team

By: 
Lynda Moore
Member, Negotiation Team

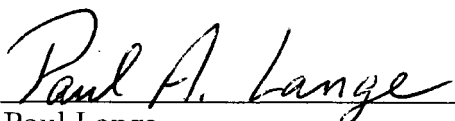
By: 
Kathleen Spitzer
Member, Negotiation Team


State Employees Trades Council-United


By: 
Patrick Hallahan
Chief Negotiator

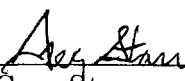
By: 
John Connor
Business Manager

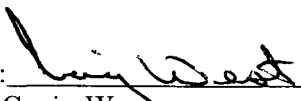
By: 
Ted Gallaway
Vice President

By: 
Paul Lange
Secretary/Treasurer

By: 
John Howard
Member, Negotiation Team

By: 
Tim Shine
Member, Negotiation Team

By: 
Greg Starr
Member, Negotiation Team

By: 
Craig West
Member, Negotiation Team