



**STATE OF CALIFORNIA  
PUBLIC EMPLOYMENT RELATIONS BOARD  
UNFAIR PRACTICE CHARGE**

**DO NOT WRITE IN THIS SPACE:**

Case No:

Date Filed:

**INSTRUCTIONS:** File this charge form via the e-PERB Portal, with proof of service. Parties exempt from using the e-PERB Portal may file the original charge in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached. Proper filing includes concurrent service and proof of service of the charge as required by PERB Regulation 32615(c). All forms are available from the regional offices or PERB's website at [www.perb.ca.gov](http://www.perb.ca.gov). If more space is needed for any item on this form, attach additional sheets and number items.

IS THIS AN AMENDED CHARGE? YES  If so, Case No. NO

1. CHARGING PARTY: EMPLOYEE  EMPLOYEE ORGANIZATION  EMPLOYER  PUBLIC<sup>1</sup>

a. Full name: Teamsters Local 2010  
 b. Mailing address: 7730 Pardee Lane, Suite 2010, Oakland, CA 94621  
 c. Telephone number: (510) 845-2221  
 d. Name and title of person filing charge: Susan K. Garea, Attorney  
 Telephone number: (510) 625-9700  
 E-mail Address: [sgarea@beesontayer.com](mailto:sgarea@beesontayer.com)  
 Fax No.: (510) 625-8275  
 e. Bargaining unit(s) involved: Unit 6L CSU Skilled Trade

2. CHARGE FILED AGAINST: (mark one only) EMPLOYEE ORGANIZATION  EMPLOYER

a. Full name: California State University  
 b. Mailing address: 401 Golden Shore, 4th Floor, Long Beach, CA 90802  
 c. Telephone number: (562) 951-4500  
 d. Name and title of agent to contact: G. Andrew Jones, General Counsel  
 Telephone number: (562) 951-4500  
 E-mail Address: [gajones@calstate.edu](mailto:gajones@calstate.edu)  
 Fax No.: (562) 951-4956

3. NAME OF EMPLOYER (Complete this section only if the charge is filed against an employee organization.)

a. Full name:  
 b. Mailing address:

4. APPOINTING POWER: (Complete this section only if the employer is the State of California. See Gov. Code, § 18524.)

a. Full name:  
 b. Mailing address:  
 c. Agent:

**5. GRIEVANCE PROCEDURE**

Are the parties covered by an agreement containing a grievance procedure which ends in binding arbitration?

Yes  No

**6. STATEMENT OF CHARGE**

a. The charging party hereby alleges that the above-named respondent is under the jurisdiction of: (check one)

- Educational Employment Relations Act (EERA) (Gov. Code, § 3540 et seq.)
- Ralph C. Dills Act (Gov. Code, § 3512 et seq.)
- Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, § 3560 et seq.)
- Meyers-Milias-Brown Act (MMBA) (Gov. Code, § 3500 et seq.)
- A Covered Public Utilities Code Transit Employer (BART (Pub. Util. Code, § 28848 et seq.), Orange County Transportation Authority (Pub. Util. Code, § 40000 et seq.), and supervisory employees of the Los Angeles County Metropolitan Transportation Authority (Pub. Util. Code, § 99560 et seq.)).
- Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code, § 71630 – 71639.5)
- Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code, § 71800 et seq.)

b. The specific Government or Public Utilities Code section(s) or PERB regulation section(s) alleged to have been violated is/are:

Government Code Sections 3656, 3570, 3571(a), 3571(c)

c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are (*a copy of the applicable local rule(s) MUST be attached to the charge*):

d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent's conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and *not conclusions of law*. A statement of the remedy sought must also be provided. (*Use and attach additional sheets of paper if necessary.*)

See attached

**DECLARATION**

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief and that this declaration was executed on September 11, 2023 (Date)

at Oakland CA (City and State)

Susan K. Garea, Attorney

(Type or Print Name)

/s/ Susan K. Garea

(Signature)

Title, if any: Attorney

Mailing address: Beeson, Tayer & Bodine, 492 Ninth Street, Suite 350, Oakland, CA 94607

Telephone Number: 510-625-9700 E-Mail Address: sgarea@beesontayer.com

**ATTACHMENT 6(d)**  
**TO**  
**UNFAIR PRACTICE CHARGE**

**Introduction**

Charging Party, Teamsters Local 2010 (the “Union”), files this unfair practice charge against the Trustees of the California State University (the “University” or “CSU”) for refusing to meet with the Union for bargaining, prematurely declaring impasse and engaging in bad faith bargaining in violation of the Higher Employer-Employee Relations Act, (“HEERA,” Gov. Code § 3560 *et seq.*) CSU has unilaterally and unlawfully cancelled scheduled bargaining dates and refused to meet for bargaining while failing to provide proposals on numerous open articles, including salary, and declared impasse despite its commission of multiple unfair labor practices. (See, e.g., LA-CE-1391-H; LA-CE-1398-H; LA-CE-1397-H; LA-CE-1399-H.)

**Parties**

1. At all times relevant herein, Teamsters Local 2010 (the “Union”) is a labor organization within the meaning of HEERA and is the exclusive representative of the statewide unit of skilled trades workers employed by the Trustees of the California State University (“Unit 6”).
2. At all times relevant herein, the Trustees of the California State University, (the “University” or “CSU”) is an employer within the meaning of HEERA.

**Statement of Facts**

3. The Union and the University are parties to a collective bargaining agreement (CBA) governing the terms and conditions of employment for employees in Unit 6, that expired on June 30, 2023. The parties are currently engaged in successor negotiations.
4. The Union’s Chief Negotiator is Union Secretary-Treasurer Jason Rabinowitz. The University is represented at the bargaining table by eight or more negotiators, including labor negotiators Joseph Jelincic and Steve James, and attorney Stefanie Gusha.
5. CSU has engaged in bad faith bargaining. Teamsters Local 2010 has filed unfair practice charges against CSU protesting this bad faith bargaining. (See Unfair Practice Charge Nos. LA-CE-1397-H; LA-CE-1391-H.) CSU has engaged in unfair labor practices related to bargaining. Teamsters Local 2010 has filed unfair practice charges against CSU protesting this conduct. (See Unfair Practice Charge Nos. LA-CE-1398-H; LA-CE-1399-H.)
6. There are various open issues, including wages. There are over 20 open articles and the University owed the Union responsive proposals on several of these articles.
7. The parties met for bargaining on Tuesday, September 5, 2023. The University passed a wage proposal. (Exhibit 1.) This was not a last, best and final offer. Rabinowitz

acknowledged at the table that the University's proposal showed movement from its previous proposal, and indicated that the Union would provide a counter-proposal.

8. On September 6, 2023, the Union passed a counter proposal on wages, making significant movement from its previous proposal, as acknowledged by CSU's negotiators. (Exhibit 2.)
9. The University did not respond with a counter-proposal. The University, through its spokesman Jelincic, stated that the negotiators had "authority" for wage increases of 5% in year 1 of the contract, 5% in year 2 and 5% in year 3, and asked the Union if wage increases of 5%, 5% and 5% would "get it done."
10. The Union responded that it would consider and respond to any proposal that the University made, and requested that the University provide a written counter-proposal. The University did not.
11. The University stated that if raises of five percent in each year would not "get it done," then the parties were at impasse. Rabinowitz objected and stated that the parties were not at impasse as the University had not responded to the Union's offer, had not made a proposal to the full extent of their expressed authority, and had not addressed the numerous other open contract items.
12. The Parties had scheduled bargaining dates on September 13 and 14, 2023. Rabinowitz corresponded with Jelincic regarding these dates and Jelincic refused to meet with the Union unless the Union met preconditions for meeting, including bargaining against itself regarding wages and the other open items without receiving any counter from the University. A copy of this email correspondence is attached hereto as **Exhibit 3**.

## Argument

### **The Legal Standards**

13. HEERA requires that "[h]igher education employers, or such representatives as they may designate, shall engage in meeting and conferring with the employee organization selected as exclusive representative of an appropriate unit on all matters within the scope of representation." (Cal. Gov. Code § 3570.)
14. HEERA makes it unlawful for a higher education employer to "[r]efuse or fail to engage in meeting and conferring with an exclusive representative." (Cal. Gov. Code § 3571(c).)
15. An outright refusal to bargain and premature declaration of impasse is a *per se* violation of the duty to bargain in good faith. The parties have over 20 open contract articles which all comprise mandatory subjects of bargaining. The University is refusing to meet with the Union and has unilaterally and prematurely declared impasse. The parties are not at impasse. The University did not pass a last, best and final offer. To the contrary, the University expressed across the table that it *did have* additional authority over and above what it had passed and, yet, refused to make a proposal consistent with its authority. The

University also refused to respond to the Union's counter-proposal on wages or on various other open items. The University's own admissions establish that the parties are not at impasse. The University is not at the end of its rope. The University is refusing to meet with the Union because it anticipates that it will be at the end of its rope soon. That is unlawful.

16. Moreover, the University has committed multiple unfair labor practices at and away from the table that have prevented good faith bargaining and, therefore, the declaration of impasse is improper.

17. The University's impasse declaration and refusal to meet violates HEERA sections 3568, 3570 and 3571(c).

### **Remedy**

WHEREFORE, the Charging Party seeks that the CSU be ordered to:

1. Cease and desist violating its duty to bargain in good faith;
2. Engage in good faith bargaining with the Union regarding wages and benefits and terms and conditions of employment;
3. Post a notice (physically and electronically) informing all members of the bargaining unit of CSU's unlawful conduct, describing its actions to remedy the unlawful conduct, and assuring them that CSU will comply with its HEERA obligations in the future;
4. Make the Union whole, including compensating the Union for any costs for bringing the instant charge;
5. Reimburse the Union for bargaining costs;
6. Comply with such other relief as PERB deems just and proper.

## **EXHIBIT 1**

## ARTICLE 24

### SALARY

- 24.1 **Prior to implementation of Provision 24.X2** the salary schedule for bargaining unit employees shall be found in Appendix A and incorporated in this Agreement by reference. **On October 1, 2024, assuming the contingency in Provision 24.X2 is met, the salary schedule that pertains to employees in this bargaining unit shall be the schedule found in Appendix P1 of this Agreement.**

Classifications will be grouped as specified in Appendix ~~B C~~. ~~Between the minimum and maximum rates, there shall be an “open range” with no incremental salary steps. Pursuant to Appendix D-7, CSU and Teamsters Local 2010 agree to meet and discuss the viability of the implementation of a step process salary structure.~~

- 24.2 **Prior to implementation of Provision 24.X2, An** employees shall **continue to** be assigned to a rate within the salary range appropriate to their classification. ~~New hires shall be assigned no less than the Minimum Rate appropriate to their classification.~~ **After implementation, employees shall always be placed on a step appropriate to their classification.**

#### 24.X1 General Salary Increase (GSI):

- a. **For fiscal year 2023/2024, effective either July 1, 2023 or the first day of the pay period that falls 120 days prior to the date of a tentative agreement on all subjects, whichever is a shorter time frame, all bargaining unit employees in active pay status (or on leave) as of that date shall receive a GSI of five percent (5%).**

**Salary scale minimums and maximums for all classifications shall be increased by the amount of the GSI.**

#### Step Structure

- 24.X2 On October 1, 2024, the CSU will transition employees to a new salary step structure. Employees will be placed on a step corresponding to the highest of the**

**following:**

- 1. The salary step that corresponds to the employee's length of consecutive service in their current classification at their current campus. The placement shall be consistent with the chart in Appendix P2.**
- 2. The closest (higher) salary step to their current salary.**
- 3. Any employee whose current salary is higher than the top step of their classification shall retain their current pay rate.**

**Transition to a new salary step structure is contingent upon the State of California's final Budget Act of 2024 containing a new, unallocated, ongoing appropriation to the CSU not less than the 2023 compact allocation of \$229 million. While the multi-year compact for 2024 calls for a 5% increase over the 2023 allocation, the 2023 allocation amount will be used for this contingency. The final Budget Act of 2024 has an expected enactment date between June 27, 2024, and September 30, 2024.**

**If the above contingency is not met then the Union and CSU shall re-open negotiations on Article 24 (Salary - including salary in 2024/2025 and 2025/2026) and Article 25 (Benefits).**

**If the placement of the employee onto the new salary step structure results in less than a two percent (2%) salary increase, the employee will receive a one-time lump sum payment equal to the difference between the increase the employee received and two percent (2%). To be eligible for this payment an employee must be employed as of June 30, 2025 and have completed one year of service. This payment shall be processed within 90 days of the end of FY 24/25.**

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

a. Four (4) Year Apprenticeships	Percentage of Minimum Rate <b><u>or First Step</u></b> Of Journey Salary
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. Three (3) Year Apprenticeships

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. Two (2) Year Apprenticeships

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

~~Provisions 24.6 through 24.11 below do not apply to employees in apprentice positions.~~

General Salary Structure Adjustment Increase (GSI SSA)

24.4 a. A ~~General~~ Salary Structure Adjustment Increase (GSI SSA) is a percentage increase applied to all steps within a classification, ~~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.~~

**a.b. For fiscal year 2025/2026, effective July 1, 2025, there will be a two percent (2%) SSA to all classifications. The SSA will not be processed unless and until the contingency below is met.**

**This SSA is contingent upon the 2024 contingency (Provision 24.X2) being met, and the State of California's final Budget Act of 2025 containing a new, unallocated, ongoing appropriation to the CSU not less than the 2023 compact allocation of \$229 million. While the multi-year compact for 2024 and 2025 each call for a 5% increase over the prior year, the 2023 allocation amount will be used for this contingency. The final Budget Act of 2025 has an expected enactment date between June 27, 2025, and October 15, 2025.**

**If the above contingency is not met then the Union and CSU shall re-open negotiations on Article 24 (Salary) and Article 25 (Benefits).**

**2022/2023, effective July 1, 2022, all bargaining unit employees in active pay status (or on leave) as of that date shall receive a General Salary Increase (GSI) of three percent (3%).**

**Employees will be eligible for an additional one percent (1%) for a total of four percent (4%), depending on the State budget allocation to the CSU.**

**A calculation will be conducted based on the State of California's final Budget Act of 2022, which has an expected enactment date between June 27, 2022, and September 30, 2022. This calculation will determine the new, unallocated, ongoing funding for the CSU from the State.**

**If the new, unallocated, ongoing funding from the State for fiscal year 2022/2023 is increased to \$300,000,000 or more, then a one percent (1%) GSI will be added to the three percent (3%) increase set forth above for a total of a four percent (4%) increase effective July 1, 2022.**

**Step Progression**

**24.X3 Step Progression is the movement from an employee's current salary step to a higher salary step. To be awarded a Step Progression, an employee must have received a final performance evaluation with an overall rating of satisfactory or better. If their most recent final performance evaluation is more than 12 months old, they shall receive the step progression.**

- a. For fiscal year 2025/2026, effective July 1, 2025 there will be one Step Progression for all eligible employees (except those at or above the top step of their classification). The Step Progression will not occur unless and until the contingency below is met.**

**This Step Progression is contingent upon the 2024 contingency (Provision 24.X2) being met, and the State of California's final Budget Act of 2025 containing a new, unallocated, ongoing appropriation to the CSU not less than the 2023 compact allocation of \$229 million. While the multi-year compact for 2024 and 2025 each call for a 5% increase over the prior year, the 2023 allocation amount will be used for this contingency. The final Budget Act of 2025 has an expected enactment date between June 27, 2025, and October 15, 2025.**

**If the above contingency is not met then the Union and CSU shall re-open negotiations on Article 24 (Salary) and Article 25 (Benefits).**

**Recognition Bonus:**

~~24.5 All bargaining unit employees with a 1.0 timebase or greater, in active pay status, or on leave, as of the date of ratification of this Agreement shall receive a one-time payment of \$2,500. Payments will be pro-rated for employees who are less than a 1.0 timebase on the date of ratification. For hourly intermittent employees, the formula for determining the pro-rata amount is as follows:~~

- ~~i. Determining the FTE: The total number of hours worked by the employee for the six pay periods prior to the date of ratification divided by the number of total work hours in the six-month period~~

~~of time = FTE for six-month period.~~

~~ii. Determining the Payment Amount: The \$2,500 one-time payment is then pro-rated based on the FTE determined by the formula above.~~

~~iii. The maximum amount an employee may receive is \$2,500.~~

~~Rehired annuitants are not eligible for the one-time payment pursuant to California Government Code 21224 and CalPERS determination of the law.~~

### Employee Initiated Request for an In-Range Progression

~~24.6 Employee initiated In-Range Progression requests shall be submitted to Human Resources using information fields contained the form at Appendix A. An employee shall not submit a request for an in-range progression prior to twelve (12) months following receipt of a response to any prior in-range progression requests. However, when an employee has been notified in writing that the employee's in-range progression was denied solely due to budgetary or other financial reasons, the employee may submit a new in-range progression application after the start of the next fiscal year.~~

### Manager Initiated Request for an In-Range Progression

~~24.7 Manager initiated requests for an in-range progression may cover more than one employee. Such requests may be initiated by the president, president's designee or an appropriate administrator.~~

### In-Range Progressions: Factors to be considered

~~24.8 An increase within a salary range that is not given for merit pursuant to 24.19 or 24.20 is referred to as an in-range progression. An in-range progression of at least 3% may be awarded when the president, the president's designee, or appropriate administrator determines that an in-range progression should occur. Factors to be considered for granting such progressions shall include but not be limited to:~~

~~a. Long-term service:~~

~~When considering whether to grant an in-range progression on the basis of (c) Equity, the campus should take into consideration, as one of the factors being considered, the length of service of the employee in the classification. To be considered for a long-term service in-range progression, an employee must have at least 10 years of continuous campus service in the current classification and overall~~

~~"satisfactory" (or equivalent) performance evaluations in each of the three preceding performance evaluation.~~

b. ~~Retention:~~

~~The president may adjust an employee's salary via an in-range progression to address a retention issue caused by an employee having received a bona fide offer of employment from another employer.~~

~~Where the request is based on the employee having received a bona fide offer of employment from another employer, Human Resources shall review the application expeditiously.~~

c. ~~Equity~~

~~(a) Internal Equity: An in-range progression may be considered where employees within the same classification performing substantially similar work are receiving different rates of pay than other employees on campus. An internal equity analysis will consider job-related factors of an employee as compared to other employees within the same classification performing substantially similar work.~~

~~(b) External Equity: An in-range progression may be considered where market data establishes that individuals employed outside the campus performing substantially similar work are receiving higher salaries than those employed on the campus. An external equity analysis will consider total compensation and job-related factors of an employee as compared to other external employee groups performing substantially similar work.~~

~~In determining whether or not to grant an in-range progression under this provision, campuses may consider whether or not the existence of external market differential in salaries for employees performing substantially similar work is negatively impacting the campus' ability to recruit and retain individuals within the classification.~~

d. ~~Assigned application of enhanced skill(s)~~

~~At the Appropriate Administrator's request, or as part of a pre-approved training plan, the employee has within 12 months of the date of the request~~

- ~~(i) Obtained new or enhanced skills; or~~
- ~~(ii) Obtained a new license/certification; or~~
- ~~(iii) Renewed an existing license/certification~~

~~AND~~

- ~~(iv) — The new or enhanced skills and/or license/certification is essential to the position and consistent with the current classification standards, and~~
- ~~(v) — The employee is being assigned work that requires the utilization of the new/enhanced skills and/or license/certification on a regular basis.~~

~~A routine renewal of a license/certificate shall not warrant the award of an in-range progression under this provision unless the renewal is done at the request of the appropriate administrator and the employee has not previously received an in-range progression in respect of this license/certificate.~~

e. ~~—Performance~~

~~To be eligible, the employee must have received a better than overall "satisfactory" (or equivalent) rating in at least three consecutive performance evaluations, and have not received an in-range progression for performance in the prior three years.~~

f. ~~Out-of-classification work that does not warrant a reclassification~~

~~Additional duties and/or responsibilities have been added to the position that increase the complexity or scope but do not warrant a reclassification. Changes to the job must be substantial and on-going.~~

g. ~~Increased workload; and~~

h. ~~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.~~

- ~~24.9 — In-range progression review of employee requests shall be completed within ninety (90) days after the request is received in Human Resources. If an employee receives a denial of request for an In-range Progression under this Article, then the campus shall provide the employee with a written reason for the denial.~~
- ~~24.10 — Each campus shall develop procedures for an in-range progression consistent with this Article. Any changes to campus procedures shall be noticed to Teamsters Local 2010 prior to implementation and be subject to the meet and confer process where the union subsequently requests to meet and confer over the proposed changes.~~
- ~~24.11 — 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 Article 9 (Grievance Procedure).~~
- ~~24.12 — The union may, within 30 days of the employee receiving written notification of the IRP denial, file an appeal to an Umpire selected by the parties for the purpose of hearing such appeals. The grounds for the appeal shall be strictly limited to whether or not the decision was made “in accordance with this provision” pursuant to Articles 24.11 and 24.13.~~
- ~~24.13 — A decision is made “in accordance with this provision” if the procedural requirements of this Article have been complied with, and the decision itself is not arbitrary or capricious. The Umpire should not substitute the Umpire’s opinion for that of the President. A decision of the President should not be disturbed unless it is proved by the Appellate to have been made on an arbitrary or capricious basis. A decision is arbitrary and capricious only if it is made on unreasonable grounds, or without any proper consideration of the circumstances of the employee’s IRP request.~~

### Umpire Procedure

- ~~24.14 — If an umpire vacancy occurs, the parties shall select one arbitrator from the current arbitration panel to act as the Umpire for IRP appeals. If the parties are unable to agree on an Umpire, the Umpire shall be selected by strike from the names of arbitrators on the current panel who are willing to serve in this capacity. First strike shall be determined by the toss of a coin. The issue will be determined by the Umpire following the submission of written briefs, on a briefing schedule to be determined by the Umpire. There shall be no oral hearing. The Umpire’s decision shall be issued in writing within 21 days of the submission of the briefs, and shall set forth the Umpire’s findings, reasoning, and conclusions on the sole~~

~~issue of whether or not the decision was made in “accordance with this provision” pursuant to Articles 24.11 and 24.13.~~

~~24.15 — If the Umpire determines that the decision was not made “in accordance with this provision”, the application will be returned to the campus for reconsideration at the stage at which the error was made. The umpire shall have no authority to make any award other than an order to remit the IRP request back to the campus for them to reconsider following the Umpire’s written decision. The campus review will take place within 30 (thirty) days of the Umpire issuing the written decision.~~

~~24.16 — The Umpire’s decision shall be final and binding.~~

~~24.17 — The Umpire’s costs shall normally be shared equally by the parties, unless the Umpire makes a determination, on application of either party within 7 days of receiving the written decision, that there was no reasonable basis for either bringing, or defending, the Appeal. Having made that determination, the Umpire shall then order the full costs of the Appeal to be paid by the party against whom the determination was made.~~

~~24.18 — Funds for in-range progression may come from campus funds, and/or total settlement costs resulting from bargaining between the parties on salary matters.~~

### Performance Based Salary Additional Increases

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

### Extended Performance Increase (EPI)

~~24.20 — An Extended Performance Increase (EPI) is a permanent increase to an employee’s base salary. It is the intent of the parties to bargain implementation of this program for each year during the life of this agreement. In the event the parties agree to fund the program — the specific amounts of both the size of the EPI pool and individual~~

~~amounts of awards along with any associated implementation issues will be determined through the collective bargaining process. However, in no case shall an employee receive any EPI award which would place their salary over the maximum salary rate for their classification. All EPIs awarded prior to July 1, 2004 shall remain in effect.~~

~~24.21~~ EPI Eligibility

- ~~a. To be eligible for an EPI, the employee's overall performance must have been satisfactory for the previous three (3) years, as evidenced by an overall performance evaluation rating of satisfactory or better, and have no disciplinary actions received in the past three (3) years which remain in the personnel file.~~
- ~~b. In addition to these performance requirements, the employee must have completed an anniversary of continuous CSU employment at a fifty (50) percent or more timebase at the employee's 3rd, 6th, 10th, 15th, 20th, 25th, 30th, 35th, 40th, etc. years) of qualifying pay periods and qualifying months of service at the CSU, as defined in Articles 16, 18, and 19 and below in this provision. For the purposes of this provision, any month in which the employee was not in pay status for at least eleven (11) days in the pay period is considered a break in the continuous service requirement.~~
- ~~c. 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.~~
- ~~d. 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.~~

~~24.22~~ 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 24.21 and is denied an EPI shall remain eligible for reconsideration on an annual basis, if EPIs are funded in subsequent years.~~

### Classification Changes

- 24.23 When an employee moves to a classification in a lower **grade group**, the appropriate rate in the salary range or salary step shall be determined by the President, ~~except that in no case the new salary exceed the rate received in the higher classification or the maximum rate of the lower classification.~~ Determination of the appropriate rate or salary step 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.~~
- 24.24 When an employee moves to a classification within their current a salary **grade group**, the appropriate rate or salary step 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.
- 24.25 When an employee moves without a break in service to a classification in a higher salary **grade group**, the appropriate rate in the salary range or salary step shall be determined by the President. The new rate or salary step in the higher salary group shall be at least five (5) percent higher than the employee's previous rate received, except that the new rate or salary step may not exceed the maximum of the range or top salary step of the new classification.

### Payment Above the Maximum

- 24.26 A payment above the maximum of the salary range ~~for a class~~ or top step of the employee's classification may be granted by the President when an employee moves to a class with a lower salary **grade range**.
- 24.27 If a payment above the maximum of the salary range or top step of the employee's classification is granted, the employee shall retain either the salary currently being paid or a salary twenty-five (25) percent above the maximum salary ~~of or top step of~~ the lower class, whichever is less. The employee shall remain at that salary rates until the maximum salary ~~of or top step~~ of the lower class equals or exceeds the payment above

the maximum rate or top step or until the authorized time period for maintaining the payment above the maximum rate or top step expires, whichever occurs first.

- 24.28 During the period of time an employee's salary remains above the maximum salary or top step for the class, the employee shall not receive further salary increases, including GSIs, SSA or ~~additional increases~~ PSIs, except in cases of promotion.
- 24.29 A payment above the maximum or top step shall not exceed twenty-five (25) percent above the maximum of the salary range or top step of the class to which the employee is moving. An employee may retain a payment above the maximum or top step for up to five (5) years.
- 24.30 Payment above maximum or top step 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.
- 24.31 An employee who was compensated at a salary rate above the maximum or top step prior to a permanent separation will not be entitled to a payment above the maximum or top step upon their return to work. Also, the authorization for a payment above the maximum or top step 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

- 24.32 ~~A cost savings/staffing committee shall include an equal number of employee representatives and management/supervisory representatives.~~ The cost savings/staffing committee **shall will be constituted upon request of either party and meet no less than twice per year shall include an equal number of employee and management representatives. The frequency of the meetings shall be with mutual agreement.** 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

- 24.33 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.
- 24.34 Employees who work four (4) or more hours in the swing shift shall be paid a shift differential of one dollar and thirty cents (\$1.30) per hour for the employee's entire shift.
- 24.35 Employees who work four (4) or more hours in the graveyard shift shall be paid a shift differential of two dollars and thirty cents (\$2.30) per hour for the employee's entire shift.
- 24.36 To receive a shift differential, an employee must be assigned hours of work of which at least four (4) hours are within a regularly scheduled swing or graveyard shift.

#### Sunday Pay Differential

- 24.37 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 and Hazardous Material Handling Pay Differential

- 24.38 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, they shall be paid an asbestos pay differential of three dollars (\$3.00) per hour for the amount of time spent performing such work. "Hazardous material handling duties" as used in this provision refers to work that a) requires by law the employee be trained and certified to work with the specified material, and b) requires the employee use protective equipment and extra precautions to ensure their safety and health.

#### Asbestos Training and Hazardous Material Handling Certification Allowance

- 24.39 Employees who have been required by the CSU to undergo training in either asbestos abatement and handling or in hazardous materials handling as defined in 24.38 shall be paid an allowance of two hundred and fifty dollars (\$250). 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.
- 24.40 Employees who have been required by the CSU to undergo training in order to maintain or renew the certifications described in provision 24.39 above shall be paid an allowance of two hundred and fifty dollars (\$250). Payment shall be made within thirty (30) days after the demonstrated completion of such training and the subsequent renewal of such certification.
- 24.41 For the purpose of provisions 24.39 and 24.40 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

- 24.42 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 two hundred and fifty dollars (\$250). Payment shall be made within thirty (30) days after the employee has demonstrated that they have obtained the license or certificate.
- 24.43 Employees who are required by the CSU to renew their license or certificate described in provision 24.42 above, shall be paid an allowance of two hundred and fifty dollars (\$250). Payment shall be made within thirty (30) days after the employee has demonstrated that they have renewed the license or certificate.

#### Welding Certification

- 24.44 Employees who are required by the CSU to obtain a Welding Certification shall be paid an allowance of two hundred and fifty dollars (\$250). Payment shall be made within thirty (30) days after the employee has demonstrated that they have obtained the license or certificate.

24.45 Employees who are required by the CSU to renew their license or certificate described in provision 24.44 above, shall be paid an allowance of two hundred and fifty dollars (\$250). Payment shall be made within thirty (30) days after the employee has demonstrated that they have renewed the license or certificate.

#### High Voltage Stipend

24.46 Qualified high voltage electricians approved by the Director of Plant Operations or appropriate administrator shall be paid an annual stipend of four hundred and fifty dollars (\$450.00).

24.47 A qualified high voltage electrician for the purposes of this Agreement is a person who has:

- a. a minimum of two years of electrical training and experience with high voltage electrical infrastructure designed to operate over 600 volts;
- b. demonstrated by performance familiarity with the work to be performed and the hazards involved; and
- c. successfully completed the following training by an authorized OSHA Training Institute (OTI) Education Center:
  1. Core Safety Training;
  2. Advanced Electrical Safety and Lockout/Tagout training; and
  3. Hazardous Electrical High Voltage training.

24.48 Payment shall be made within thirty (30) days after the CSU/appropriate administrator Director of Plant Operations or Appropriate Administrator has evaluated and determined that the employee has demonstrated that they are a qualified high voltage electrician.

24.49 The decision whether to request employees to obtain certification and training as a qualified high voltage electrician is at the sole discretion of the CSU and is thus neither grievable nor arbitrable. Where the CSU requires such certification and training, the CSU will pay for the OTI training.

#### Critical Skills Bonus Plan

24.50 An employee shall be paid an initial one-time bonus of five hundred dollars (\$500) when they are asked by the Director of Plant Operations or the Appropriate Administrator to complete and obtain one of the following recognized certifications:

- California State Certified Electrician
- Certified Building Operator
- Certified Steam Operator/Universal Steam Certification
- ASE Master Technician status at Automobile, Medium-Heavy Truck, School Bus or Transit Bus.

The certification must be from a CSU preapproved training program to be determined by the parties, such as the following:

- a. Certified Electrician – OSHA Training Institute or another agency preapproved by the CSU
- b. Certified Building Operator – Building Operator Certification or another agency preapproved by the CSU
- c. Certified Steam Operator/Universal Steam Certification
- d. ASE Master Technician status at Automobile, Medium-Heavy Truck, School Bus or Transit Bus – National Institute for Automotive Service Excellence

24.51 The decision whether to request employees to obtain or renew such a certification is at the sole discretion of the CSU and is thus neither grievable nor arbitrable. Where the CSU requires such certification and training, the CSU will pay for the training.

24.52 Payment for the initial certification and any and all renewal certifications thereafter shall be made within thirty (30) days after the Director of Plant Operations or appropriate administrator has evaluated and determined that the employee received or renewed the certification from a preapproved training program.

24.53 Employees who are required by the CSU to renew a certification as described in provision 24.50, above, shall be paid a bonus of two hundred and fifty dollars (\$250).

### **Additional Risk Premium**

24.X4 **When the President determines that an “Additional Risk Premium” is warranted, the employee shall be paid a \$6 per hour premium payment for hours (including regular hours and overtime) worked on campus. The**

Additional Risk Premium pay shall be includable compensation for the purposes of determining the regular rate of pay for the payment of overtime.

Emergency Pay

~~24.54 — When the President determines it is necessary to close the campus because of an emergency situation or condition and other employees are sent home on paid administrative leave, an employee that volunteers, is asked or is assigned by the appropriate administrator to continue working at the campus where the emergency exists, shall receive "Emergency Pay."~~

- ~~a. — The term "emergency" as used in this provision means a sudden, unexpected happening; an unforeseen occurrence or condition requiring immediate action, including, but not limited to a natural disaster, act of terrorism, or threat to campus health, safety or property.~~
- ~~b. — "Emergency Pay" is compensation for the hours worked by the designated employees during their normal shift while the campus is closed during the administrative leave period.~~
- ~~c. — "Emergency Pay" is a premium payment (exclusive of the employee's regular pay), paid at one times the employee's straight time rate of pay for each hour worked during the emergency when the campus is on administrative leave. At the discretion of management, emergency pay may be awarded as cash or CTO. If paid as cash, the payment must be paid at the employee's straight time rate. If credited as CTO, the hours credited must be on a straight time basis.~~
- ~~d. — Time worked while receiving "Emergency Pay" are regular hours worked during their normal shift within the forty (40) hour workweek period.~~
- ~~e. — The emergency pay premium will also be paid for any hours worked on an overtime basis during the emergency when the campus is on administrative leave.~~
- ~~f. — Premium pay received as emergency pay for hours worked during the employee's regular shift and when on an overtime basis shall be includable compensation for the purposes of determining the regular rate of pay for the payment of overtime.~~

~~g. Employees on paid time off (i.e., Sick Leave, Vacation, Personal Holiday) when the emergency is declared who are not called back to work shall remain on such paid time off status and will not receive administrative leave pay or emergency pay.~~

### 10/12 and 11/12 Pay Plans

~~24.55 Probationary and permanent employees shall be eligible to request participation in the 10/12 or 11/12 pay plan.~~

~~24.56 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.~~

~~24.57 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 their return to a twelve (12) month annual work year.~~

~~24.58 An employee participating in the 10/12 or 11/12 pay plan shall receive their (10-month or 11-month) annual salary in twelve (12) salary warrants and appropriate benefits on a twelve (12) month basis.~~

~~24.59 An employee moving from a twelve (12) month status to the 10/12 or 11/12 pay plan shall retain their salary anniversary date.~~

~~24.60 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.~~

~~24.61 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.~~

CSU #6  
09/05/2023

~~24.62 — Approval and denial of employee requests by the President as specified in provisions 24.55 through 24.61 shall not be subject to Article 9, Grievance Procedure.~~

CSU Proposal - Step Structure  
20 Steps at 2% Increments  
*Proposal for Teamsters - 09/05/2023*

Structure-Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	Range Spread
R06-7	\$100,574	\$102,585	\$104,637	\$106,730	\$108,865	\$111,042	\$113,263	\$115,528	\$117,839	\$120,196	\$122,600	\$125,052	\$127,553	\$130,104	\$132,706	\$135,360	\$138,067	\$140,828	\$143,645	\$146,518	46%
R06-6	\$89,959	\$91,758	\$93,593	\$95,465	\$97,374	\$99,321	\$101,307	\$103,333	\$105,400	\$107,508	\$109,658	\$111,851	\$114,088	\$116,370	\$118,697	\$121,071	\$123,492	\$125,962	\$128,481	\$131,051	46%
R06-5	\$80,464	\$82,073	\$83,714	\$85,388	\$87,096	\$88,838	\$90,615	\$92,427	\$94,276	\$96,162	\$98,085	\$100,047	\$102,048	\$104,089	\$106,171	\$108,294	\$110,460	\$112,669	\$114,922	\$117,220	46%
R06-4	\$71,971	\$73,410	\$74,878	\$76,376	\$77,904	\$79,462	\$81,051	\$82,672	\$84,325	\$86,012	\$87,732	\$89,487	\$91,277	\$93,103	\$94,965	\$96,864	\$98,801	\$100,777	\$102,793	\$104,849	46%
R06-3	\$64,260	\$65,545	\$66,856	\$68,193	\$69,557	\$70,948	\$72,367	\$73,814	\$75,290	\$76,796	\$78,332	\$79,899	\$81,497	\$83,127	\$84,790	\$86,486	\$88,216	\$89,980	\$91,780	\$93,616	46%
R06-2	\$57,120	\$58,262	\$59,427	\$60,616	\$61,828	\$63,065	\$64,326	\$65,613	\$66,925	\$68,264	\$69,629	\$71,022	\$72,442	\$73,891	\$75,369	\$76,876	\$78,414	\$79,982	\$79,982	\$79,982	40%
R06-1	\$51,000	\$52,020	\$53,060	\$54,121	\$55,203	\$56,307	\$57,433	\$58,582	\$59,754	\$60,949	\$62,168	\$63,411	\$64,679	\$65,973	\$67,292	\$68,638	\$68,638	\$68,638	\$68,638	\$68,638	35%

**Notes**  
Some grades reach the maximum before the top step and are highlighted in light orange.

CSU Proposal  
Mapping of CSU Classifications To Proposed Step Structure  
TEAMSTERS 9/5/2023

CBID	CLASS CODE	Class Title	PROPOSED STRUCTURE - GRADE
R06	6477	CERTIFIED CARPENTER APPRENTICE	
R06	6536	CERTIFIED ELECTRICIAN APPRENTICE	
R06	6838	CERTIFIED AUTOMOTIVE/EQUIPMENT MECHANIC APPRENTICE	
R06	6701	CERTIFIED BUILDING SERVICE ENGINEER APPRENTICE	
R06	6692	CERTIFIED AIR CONDITIONING/REFRIGERATION MECHANIC APPRENTICE	
R06	6704	CERTIFIED OPERATING ENGINEER APPRENTICE	
R06	6641	CERTIFIED LOCKSMITH APPRENTICE	
R06	6585	CERTIFIED METAL WORKER APPRENTICE	
R06	6527	CERTIFIED PAINTER APPRENTICE	
R06	6550	CERTIFIED PLUMBER APPRENTICE	
R06	6250	FACILITIES WORKER I	R06-1
R06	6837	MECHANICS HELPER	R06-2
R06	6251	FACILITIES WORKER II	R06-2
R06	6575	BLACKSMITH	R06-3
R06	6476	CARPENTER	R06-3
R06	6270	AUTOMOTIVE/EQUIPMENT MECHANIC	R06-3
R06	6703	OPERATING ENGINEER	R06-3
R06	6642	LOCKSMITH	R06-3
R06	6526	PAINTER	R06-3
R06	6940	FACILITIES MAINTENANCE MECHANIC	R06-3
R06	6616	MASON	<b>R06-3</b>
R06	6685	POWER PLANT OPERATOR	<b>R06-3</b>
R06	6533	ELECTRICIAN	R06-4
R06	6280	METAL WORKER I	<b>R06-4</b>
R06	6549	PLUMBER	R06-4
R06	6475	LEAD CARPENTER	R06-4
R06	6702	BUILDING SERVICE ENGINEER	R06-4
R06	6643	LEAD LOCKSMITH	R06-4
R06	6525	LEAD PAINTER	R06-4
R06	6941	FARM MAINTENANCE MECHANIC	R06-4
R06	6699	AIR CONDITIONING/REFRIGERATION MECHANIC	R06-4
R06	6532	LEAD ELECTRICIAN	R06-5
R06	6852	LEAD AUTOMOTIVE/EQUIPMENT MECHANIC	R06-5
R06	6281	METAL WORKER II	<b>R06-5</b>
R06	6548	LEAD PLUMBER	R06-5
R06	6474	SUPERVISING CARPENTER	R06-5
R06	6260	FACILITIES CONTROL SPECIALIST	<b>R06-5</b>
R06	6707	LEAD BUILDING SERVICE ENGINEER	R06-5
R06	6644	SUPERVISING LOCKSMITH	R06-5
R06	6524	SUPERVISING PAINTER	R06-5
R06	6534	SUPERVISING ELECTRICIAN	R06-6

CSU Proposal  
Mapping of CSU Classifications To Proposed Step Structure  
TEAMSTERS 9/5/2023

CBID	CLASS CODE	Class Title	PROPSOED STRUCTURE - GRADE
R06	6269	SUPERVISING AUTOMOTIVE/EQUIPMENT MECHANIC	R06-6
R06	6587	SUPERVISING METAL WORKER	<b>R06-6</b>
R06	6547	SUPERVISING PLUMBER	R06-6
R06	6700	SUPERVISING BUILDING SERVICE ENGINEER	R06-6
R06	6265	FACILITIES PROJECT SUPERVISOR	R06-6

**Notes**

*Source: Extrapolated from Mercer's CSU Staff Compensation Program Assessment dated May 31, 2022, Pages 167-168  
Changes are shown in bold*

Appendix P2

<b>Years in Classification</b>	<b>Step</b>
Less than 1 year	1
One year, but less than 2	2
Two years, but less than 3	3
Three years, but less than 4	4
Four years, but less than 5	5
Five years, but less then 6	6
Six years, but less than 7	7
Seven years, but less than 8	8
Eight years, but less than 9	9
Nine years, but less than 10	10
Ten years, but less than 11	11
Eleven years, but less than 12	12
Twelve years, but less than 13	13
Thirteen years, but less than 14	14
Fourteen years, but less than 15	15
Fifteen years, but less than 16	16
Sixteen years, but less than 17	17
Seventeen years, but less than 18	18
Eighteen years, but less than 19	19
Nineteen years or more	20

## **EXHIBIT 2**

**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 B.

24.2 An employee shall be assigned to a rate within the salary range appropriate to their classification. New hires shall be assigned no less than the first salary step of their classification.

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

a.	Four (4) Year Apprenticeships	Percentage of First Step Of Journey Salary
	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. Three (3) Year Apprenticeships

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. Two (2) Year Apprenticeships

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

Provisions 24.6 through 24.11 below do not apply to employees in apprentice positions.

24.4 a. Effective July 1<sup>st</sup>, 2023 the University shall implement the step salary system in Appendix XX. The University shall pay these increases within 60 days of ratification of this agreement.

**b. Employees will be placed on a step corresponding to the highest of the following:**

**1. The salary step that corresponds to the employee’s length of service in the Unit 6 bargaining unit.**

**2. The closest (higher) salary step to their current salary.**

**3. Any employee whose current salary is higher than the top step of their classification shall retain their current pay rate.**

c. Step Progression

**1. Step Progression is the movement from an employee’s current salary step to a higher salary step. Effective July 1 of each calendar year, Step Progression shall occur for each unit employee.**

2. Such Step Progression shall be additional to and follow any General Salary Increases, and any other increases provided under the Collective Bargaining Agreement, University policy, or applicable law.

3. An employee who does not receive a step increase because they are at or above the top step, shall receive, in lieu of the step increase, a non-base-building lump-sum payment of 2% of annual salary.

### General Salary Increase (GSI)

- 24.5 a. A General Salary Increase (GSI) is a percentage increase applied to all steps on the new salary step schedule for all bargaining unit classifications.
- b. For fiscal year 2023/2024, effective July 1, 2023, all bargaining unit employees in active pay status (or on leave) as of that date shall receive a General Salary Increase (GSI) of seven percent (7%).
- c. For fiscal year 2024/2025, effective July 1, 2024, all bargaining unit employees in active pay status (or on leave) as of that date shall receive a General Salary Increase (GSI) of six percent (6%).
- d. For fiscal year 2025/2026, effective July 1, 2025, all bargaining unit employees in active pay status (or on leave) as of that date shall receive a General Salary Increase (GSI) of five percent (5%).
- e. For fiscal year 2026/2027, effective July 1, 2026, all bargaining unit employees in active pay status (or on leave) as of that date shall receive a General Salary Increase (GSI) of four percent (4%).
- f. For fiscal year 2027/2028, effective July 1, 2027, all bargaining unit employees in active pay status (or on leave) as of that date shall receive a General Salary Increase (GSI) of four percent (4%).

### Employee Initiated Request for an Additional Step Progression

- 24.6 Employee initiated Additional Step Progression requests shall be submitted to Human Resources using information fields contained the form at Appendix A. An employee shall

not submit a request for an Additional Step Progression prior to twelve (12) months following receipt of a response to any prior Additional Step Progression requests. However, when an employee has been notified in writing that the employee's Additional Step Progression was denied solely due to budgetary or other financial reasons, the employee may submit a new Additional Step Progression application after the start of the next fiscal year.

#### Manager Initiated Request for an Additional Step Progression

24.7 Manager initiated requests for an Additional Step Progression may cover more than one employee. Such requests may be initiated by the president, president's designee or an appropriate administrator.

#### Additional Step Progressions: Factors to be considered

24.8 An increase within a salary range that is not given for merit pursuant to 24.19 or 24.20 is referred to as an Additional Step Progression. An Additional Step Progression of at least **two steps (4%)** may be awarded when the president, the president's designee, or appropriate administrator determines that an Additional Step Progression should occur. Factors to be considered for granting such progressions shall include but not be limited to:

a. Long-term service:

When considering whether to grant an Additional Step Progression on the basis of (c) Equity, the campus should take into consideration, as one of the factors being considered, the length of service of the employee. To be considered for a long-term service Additional Step Progression, an employee must have at least 10 years of continuous campus service and overall "satisfactory" (or equivalent) performance evaluations in each of the three preceding performance evaluations.

b. Retention:

The president may adjust an employee's salary via an Additional Step Progression to address a retention issue caused by an employee having received a bona fide offer of employment from another employer.

Where the request is based on the employee having received a bona fide offer of employment from another employer, Human Resources shall review the application expeditiously.

c. Equity

(a) Internal Equity: An Additional Step Progression may be considered where employees within the same classification performing substantially similar work are

receiving different rates of pay than other employees on campus. An internal equity analysis will consider job related factors of an employee as compared to other employees within the same classification performing substantially similar work.

- (b) External Equity: An Additional Step Progression may be considered where market data establishes that individuals employed outside the campus performing substantially similar work are receiving higher salaries than those employed on the campus. An external equity analysis will consider total compensation and job related factors of an employee as compared to other external employee groups performing substantially similar work.

In determining whether or not to grant an Additional Step Progression under this provision, campuses may consider whether or not the existence of an external market differential in salaries for employees performing substantially similar work is negatively impacting the campus' ability to recruit and retain individuals within the classification.

- d. Assigned application of enhanced skill(s)

At the Appropriate Administrator's request, or as part of a pre-approved training plan, the employee has within 12 months of the date of the request

- (i) Obtained new or enhanced skills; or
- (ii) Obtained a new license/certification; or
- (iii) Renewed an existing license/certification

AND

- (iv) The new or enhanced skills and/or license/certification is essential to the position and consistent with the current classification standards, and
- (v) The employee is being assigned work that requires the utilization of the new/enhanced skills and/or license/certification on a regular basis.

A routine renewal of a license/certificate shall not warrant the award of an Additional Step Progression under this provision unless the renewal is done at the request of the appropriate administrator and the employee has not previously received an Additional Step Progression in respect of this license/certificate.

- e. Performance

To be eligible, the employee must have received a better than overall "satisfactory" (or equivalent) rating in at least three consecutive performance evaluations, and have not received an Additional Step Progression for performance in the prior three years.

f. Out-of-classification work that does not warrant a reclassification

Additional duties and/or responsibilities have been added to the position that increase the complexity or scope but do not warrant a reclassification. Changes to the job must be substantial and on-going.

g. Increased workload

Increased workload is when an individual takes on more work, responsibilities and/or duties, which can be a result of, but is not limited to, changing operational needs, increased work orders, and/or staffing shortages.

h. 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.

24.9 Additional Step Progression review of employee requests shall be completed within ninety (90) days after the request is received in Human Resources. If an employee receives a denial of request for an Additional Step Progression under this Article, then the campus shall provide the employee with a written reason for the denial.

24.10 Each campus shall develop procedures for an Additional Step Progression consistent with this Article. Any changes to campus procedures shall be noticed to Teamsters Local 2010 prior to implementation and be subject to the meet and confer process where the union subsequently requests to meet and confer over the proposed changes.

24.11 The decision of the President, made in accordance with this provision, regarding the award of an Additional Step Progression shall be final and shall not be subject to Article 9 (Grievance Procedure).

- 24.12 The union may, within 30 days of the employee receiving written notification of the ASP denial, file an appeal to an Umpire selected by the parties for the purpose of hearing such appeals. The grounds for the appeal shall be strictly limited to whether or not the decision was made “in accordance with this provision” pursuant to Articles 24.11 and 24.13.
- 24.13 A decision is made “in accordance with this provision” if the procedural requirements of this Article have been complied with, and the decision itself is not arbitrary or capricious. The Umpire should not substitute the Umpire’s opinion for that of the President. A decision of the President should not be disturbed unless it is proved by the Appellate to have been made on an arbitrary or capricious basis. A decision is arbitrary and capricious only if it is made on unreasonable grounds, or without any proper consideration of the circumstances of the employee’s ASP request.

#### Umpire Procedure

- 24.14 If an umpire vacancy occurs, the parties shall select one arbitrator from the current arbitration panel to act as the Umpire for ASP appeals. If the parties are unable to agree on an Umpire, the Umpire shall be selected by strike from the names of arbitrators on the current panel who are willing to serve in this capacity. First strike shall be determined by the toss of a coin. The issue will be determined by the Umpire following the submission of written briefs, on a briefing schedule to be determined by the Umpire. There shall be no oral hearing. The Umpire’s decision shall be issued in writing within 21 days of the submission of the briefs, and shall set forth the Umpire’s findings, reasoning, and conclusions on the sole issue of whether or not the decision was made in “accordance with this provision” pursuant to Articles 24.11 and 24.13.
- 24.15 If the Umpire determines that the decision was not made “in accordance with this provision”, the application will be returned to the campus for reconsideration at the stage at which the error was made. The umpire shall have no authority to make any award other than an order to remit the ASP request back to the campus for them to reconsider following the Umpire’s written decision. The campus review will take place within 30 (thirty) days of the Umpire issuing the written decision.
- 24.16 The Umpire’s decision shall be final and binding.
- 24.17 The Umpire’s costs shall normally be shared equally by the parties, unless the Umpire makes a determination, on application of either party within 7 days of receiving the written decision, that there was no reasonable basis for either bringing, or defending, the Appeal. Having made that determination, the Umpire shall then order the full costs of the Appeal to be paid by the party against whom the determination was made.

- 24.18 Funds for Additional Step Progression may come from campus funds, and/or total settlement costs resulting from bargaining between the parties on salary matters.

#### Performance-Based Salary Increase

- 24.19 Campuses may award **step progression or one-time bonuses for any reason, including** for meritorious performance from campus funds at any time. However, in no case may an **an additional increase cause an** employee's salary rate to exceed the **top step of the employee's** classification. Such awards are solely at the discretion of the President and shall not be subject to the Grievance Procedure.

#### Classification Changes

- 24.20 When an employee moves to a classification in a lower salary group, the appropriate salary step shall be determined by the President. Determination of the appropriate salary step 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.
- 24.21 When an employee moves to a classification within **their current** salary group, the appropriate salary step in the new classification shall be determined by the President. **The employee's new rate of pay shall not be lower than their current rate of pay.** There is no requirement to increase the employee's rate of pay unless it is below the first step of the new classification, in which case it must be increased to at least the first step of the new classification.
- 24.22 When an employee moves without a break in service to a classification in a higher salary group, the appropriate salary step shall be determined by the President. The new salary step 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 **top salary step of the new classification.**

Payment Above the Maximum

- 24.23 A payment above the **top step of the employee's classification** may be granted by the President when an employee moves to a class with a lower **top step**.
- 24.24 If a payment above the **top step of the employee's classification** is granted, the employee shall retain either the salary currently being paid or a salary twenty-five (25) percent above the **top step of** the lower class, whichever is less. The employee shall remain at that salary rate until the **top step** of the lower class equals or exceeds the payment above the **top step** or until the authorized time period for maintaining the payment above the **top step** expires, whichever occurs first.
- 24.25 During the period of time an employee's salary remains above the **top step** for the class, the employee shall not receive further salary increases, including GSIs or PSIs, except in cases of promotion.
- 24.26 A payment above the **top step** shall not exceed twenty-five (25) percent above the **top step** of the class to which the employee is moving. An employee may retain a payment above the maximum for up to five (5) years.
- 24.27 Payment above **the top step** 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.
- 24.28 An employee who was compensated at a salary rate above the **top step** prior to a permanent separation will not be entitled to a payment above the **top step** upon their return to work. Also, the authorization for a payment above the **top step** 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

- 24.29 The cost savings/staffing committee **will be constituted upon request of either party and shall include an equal number of employee and management representatives** and 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

- 24.30 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.
- 24.31 Employees who work four (4) or more hours in the swing shift shall be paid a shift differential of two dollars and fifty cents (\$2.50) per hour for the employee's entire shift.
- 24.32 Employees who work four (4) or more hours in the graveyard shift shall be paid a shift differential of three dollars (\$3.00) per hour for the employee's entire shift.
- 24.33 To receive a shift differential, an employee must be assigned hours of work of which at least four (4) hours are within a regularly scheduled swing or graveyard shift.

#### Weekend Pay Differential

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

#### Asbestos and Hazardous Material Handling Pay Differential

- 24.35 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, they shall be paid an asbestos pay differential of six dollars (\$6.00) 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 their safety and health.

#### Asbestos Training and Hazardous Material Handling Certification Allowance

- 24.36 Employees who have been approved by the CSU to undergo training in either asbestos abatement and handling or in hazardous materials handling as defined in 24.35 shall be paid an allowance of one thousand dollars (\$1,000). 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.
- 24.37 Employees who have been approved by the CSU to undergo training in order to maintain or renew the certifications described in provision 24.36 above shall be paid an allowance of one thousand dollars (\$1,000). Payment shall be made within thirty (30) days after the demonstrated completion of such training and the subsequent renewal of such certification.
- 24.38 For the purpose of provisions 24.36 and 24.37 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

- 24.39 Employees who are approved by the CSU to obtain either a backflow testing license or the appropriate water treatment operator certificate shall be paid an allowance of one thousand dollars (\$1,000). Payment shall be made within thirty (30) days after the employee has demonstrated that they have obtained the license or certificate.
- 24.40 Employees who are approved by the CSU to renew their license or certificate described in provision 24.39 above, shall be paid an allowance of one thousand dollars (\$1,000). Payment shall be made within thirty (30) days after the employee has demonstrated that they have renewed the license or certificate.

#### Welding Certification

- 24.41 Employees who are approved by the CSU to obtain a Welding Certification shall be paid an allowance of one thousand dollars (\$1,000). Payment shall be made within thirty (30) days after the employee has demonstrated that they have obtained the license or certificate.
- 24.42 Employees who are approved by the CSU to renew their license or certificate described in provision 24.41 above, shall be paid an allowance of one thousand dollars (\$1,000). Payment shall be made within thirty (30) days after the employee has demonstrated that they have renewed the license or certificate.

#### High Voltage Stipend

- 24.43 Qualified high voltage electricians approved by the Director of Plant Operations or appropriate administrator shall be paid an annual stipend of one thousand dollars (\$1,000.00).
- 24.44 A qualified high voltage electrician for the purposes of this Agreement is a person who has:
- a. a minimum of two years of electrical training and experience with high voltage electrical infrastructure designed to operate over 600 volts;
  - b. demonstrated by performance familiarity with the work to be performed and the hazards involved; and
  - c. successfully completed the following training by an authorized OSHA Training Institute (OTI) Education Center:
    1. Core Safety Training;
    2. Advanced Electrical Safety and Lockout/Tagout training; and
    3. Hazardous Electrical High Voltage training.
- 24.45 Payment shall be made within thirty (30) days after the CSU/appropriate administrator Director of Plant Operations or Appropriate Administrator has evaluated and determined that the employee has demonstrated that they are a qualified high voltage electrician.
- 24.46 The decision whether to request employees to obtain certification and training as a qualified high voltage electrician is at the sole discretion of the CSU and is thus neither

grievable nor arbitrable. Where the CSU requires such certification and training, the CSU will pay for the OTI training.

### Critical Skills Bonus Plan

24.47 An employee shall be paid an initial one-time bonus of one thousand dollars (\$1,000) when they are asked or required by the Director of Plant Operations or the Appropriate Administrator to complete and obtain one of the following recognized certifications:

- California State Certified Electrician
- Certified Building Operator
- Certified Steam Operator/Universal Steam Certification
- ASE Master Technician status at Automobile, Medium-Heavy Truck, School Bus or Transit Bus.

The certification must be from a CSU preapproved training program to be determined by the parties, such as the following:

- a. Certified Electrician – OSHA Training Institute or another agency preapproved by the CSU
- b. Certified Building Operator – Building Operator Certification or another agency preapproved by the CSU
- c. Certified Steam Operator/Universal Steam Certification
- d. ASE Master Technician status at Automobile, Medium-Heavy Truck, School Bus or Transit Bus – National Institute for Automotive Service Excellence

24.48 The decision whether to request employees to obtain or renew such a certification is at the sole discretion of the CSU and is thus neither grievable nor arbitrable. Where the CSU requires such certification and training, the CSU will pay for the training.

24.49 Payment for the initial certification and any and all renewal certifications thereafter shall be made within thirty (30) days after the Director of Plant Operations or appropriate administrator has evaluated and determined that the employee received or renewed the certification from a preapproved training program.

24.50 Employees who are required by the CSU to renew a certification as described in provision 24.47, above, shall be paid a bonus of one thousand dollars (\$1,000).

Emergency Pay

24.51 When the President determines it is necessary to close the campus because of an emergency situation or condition and other employees are sent home on paid administrative leave or to work remotely, an employee that volunteers, is asked or is assigned by the appropriate administrator to continue working at the campus where the emergency exists, shall receive "Emergency Pay."

- a. The term "emergency" as used in this provision means a sudden, unexpected happening; an unforeseen occurrence or condition requiring immediate action, including, but not limited to a natural disaster, act of terrorism, or threat to campus health, safety or property.
- b. "Emergency Pay" is compensation for the hours worked by the designated employees during their normal shift during the emergency situation or condition.
- c. "Emergency Pay" is a premium payment (exclusive of the employee's regular pay), paid at one times the employee's straight time rate of pay for each hour worked during the emergency when the campus is on administrative leave. At the discretion of management, emergency pay may be awarded as cash or CTO. If paid as cash, the payment must be paid at the employee's straight time rate. If credited as CTO, the hours credited must be on a straight time basis.
- d. Time worked while receiving "Emergency Pay" are regular hours worked during their normal shift within the forty (40) hour workweek period.
- e. The emergency pay premium will also be paid for any hours worked on an overtime basis during the emergency situation or condition.
- f. Premium pay received as emergency pay for hours worked during the employee's regular shift and when on an overtime basis shall be includable compensation for the purposes of determining the regular rate of pay for the payment of overtime.
- g. Employees on paid time off (i.e., Sick Leave, Vacation, Personal Holiday) when the emergency is declared who are not called back to work shall remain on such paid time off status and will not receive administrative leave pay or emergency pay.

10/12 and 11/12 Pay Plans

- 24.52 Probationary and permanent employees shall be eligible to request participation in the 10/12 or 11/12 pay plan.
- 24.53 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.
- 24.54 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 their return to a twelve (12) month annual work year.
- 24.55 An employee participating in the 10/12 or 11/12 pay plan shall receive their (10-month or 11-month) annual salary in twelve (12) salary warrants and appropriate benefits on a twelve (12) month basis.
- 24.56 An employee moving from a twelve (12) month status to the 10/12 or 11/12 pay plan shall retain their salary anniversary date.
- 24.57 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.
- 24.58 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 and retirement.
- 24.59 Approval and denial of employee requests by the President as specified in provisions 24.52 through 24.58 shall not be subject to Article 9, Grievance Procedure.

<b>Classifications</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
Facilities Worker I	\$56,664.00	\$57,797.28	\$58,953.23	\$60,132.29	\$61,334.94	\$62,561.63	\$63,812.87	\$65,089.12
Mechanics Helper	\$56,664.00	\$57,797.28	\$58,953.23	\$60,132.29	\$61,334.94	\$62,561.63	\$63,812.87	\$65,089.12
Facilities Worker II	\$62,364.00	\$63,611.28	\$64,883.51	\$66,181.18	\$67,504.80	\$68,854.90	\$70,231.99	\$71,636.63
Automotive/Equipment Mechanic	\$69,444.00	\$70,832.88	\$72,249.54	\$73,694.53	\$75,168.42	\$76,671.79	\$78,205.22	\$79,769.33
Blacksmith	\$69,444.00	\$70,832.88	\$72,249.54	\$73,694.53	\$75,168.42	\$76,671.79	\$78,205.22	\$79,769.33
Carpenter	\$69,444.00	\$70,832.88	\$72,249.54	\$73,694.53	\$75,168.42	\$76,671.79	\$78,205.22	\$79,769.33
Facilities Maintenance Mechanic	\$69,444.00	\$70,832.88	\$72,249.54	\$73,694.53	\$75,168.42	\$76,671.79	\$78,205.22	\$79,769.33
Locksmith	\$69,444.00	\$70,832.88	\$72,249.54	\$73,694.53	\$75,168.42	\$76,671.79	\$78,205.22	\$79,769.33
Mason	\$69,444.00	\$70,832.88	\$72,249.54	\$73,694.53	\$75,168.42	\$76,671.79	\$78,205.22	\$79,769.33
Operating Engineer	\$69,444.00	\$70,832.88	\$72,249.54	\$73,694.53	\$75,168.42	\$76,671.79	\$78,205.22	\$79,769.33
Painter	\$69,444.00	\$70,832.88	\$72,249.54	\$73,694.53	\$75,168.42	\$76,671.79	\$78,205.22	\$79,769.33
Power Plant Operator	\$69,444.00	\$70,832.88	\$72,249.54	\$73,694.53	\$75,168.42	\$76,671.79	\$78,205.22	\$79,769.33
Building Service Engineer	\$73,812.00	\$75,288.24	\$76,794.00	\$78,329.88	\$79,896.48	\$81,494.41	\$83,124.30	\$84,786.79
Electrician	\$73,812.00	\$75,288.24	\$76,794.00	\$78,329.88	\$79,896.48	\$81,494.41	\$83,124.30	\$84,786.79
Farm Maintenance Mechanic	\$73,812.00	\$75,288.24	\$76,794.00	\$78,329.88	\$79,896.48	\$81,494.41	\$83,124.30	\$84,786.79
Lead Automotive/Equipment Mechanic	\$73,812.00	\$75,288.24	\$76,794.00	\$78,329.88	\$79,896.48	\$81,494.41	\$83,124.30	\$84,786.79
Lead Carpenter	\$73,812.00	\$75,288.24	\$76,794.00	\$78,329.88	\$79,896.48	\$81,494.41	\$83,124.30	\$84,786.79
Lead Locksmith	\$73,812.00	\$75,288.24	\$76,794.00	\$78,329.88	\$79,896.48	\$81,494.41	\$83,124.30	\$84,786.79
Lead Painter	\$73,812.00	\$75,288.24	\$76,794.00	\$78,329.88	\$79,896.48	\$81,494.41	\$83,124.30	\$84,786.79
Metal Worker I	\$73,812.00	\$75,288.24	\$76,794.00	\$78,329.88	\$79,896.48	\$81,494.41	\$83,124.30	\$84,786.79
Plumber	\$73,812.00	\$75,288.24	\$76,794.00	\$78,329.88	\$79,896.48	\$81,494.41	\$83,124.30	\$84,786.79
Air Conditioning/Refrigeration Mechanic	\$80,464.00	\$82,073.00	\$83,714.00	\$85,388.00	\$87,096.00	\$88,838.00	\$90,615.00	\$92,427.00
Facilities Control Specialist	\$80,464.00	\$82,073.00	\$83,714.00	\$85,388.00	\$87,096.00	\$88,838.00	\$90,615.00	\$92,427.00
Lead Building Service Engineer	\$80,464.00	\$82,073.00	\$83,714.00	\$85,388.00	\$87,096.00	\$88,838.00	\$90,615.00	\$92,427.00
Lead Electrician	\$80,464.00	\$82,073.00	\$83,714.00	\$85,388.00	\$87,096.00	\$88,838.00	\$90,615.00	\$92,427.00

Lead Plumber	\$80,464.00	\$82,073.00	\$83,714.00	\$85,388.00	\$87,096.00	\$88,838.00	\$90,615.00	\$92,427.00
Metal Worker II	\$80,464.00	\$82,073.00	\$83,714.00	\$85,388.00	\$87,096.00	\$88,838.00	\$90,615.00	\$92,427.00
Supervising Automotive/Equipment Mechanic	\$80,464.00	\$82,073.00	\$83,714.00	\$85,388.00	\$87,096.00	\$88,838.00	\$90,615.00	\$92,427.00
Supervising Carpenter	\$80,464.00	\$82,073.00	\$83,714.00	\$85,388.00	\$87,096.00	\$88,838.00	\$90,615.00	\$92,427.00
Supervising Locksmith	\$80,464.00	\$82,073.00	\$83,714.00	\$85,388.00	\$87,096.00	\$88,838.00	\$90,615.00	\$92,427.00
Supervising Painter	\$80,464.00	\$82,073.00	\$83,714.00	\$85,388.00	\$87,096.00	\$88,838.00	\$90,615.00	\$92,427.00
Facilities Project Supervisor	\$89,959.00	\$91,758.00	\$93,593.00	\$95,465.00	\$97,374.00	\$99,321.00	\$101,307.00	\$103,333.00
Supervising Building Service Engineer	\$89,959.00	\$91,758.00	\$93,593.00	\$95,465.00	\$97,374.00	\$99,321.00	\$101,307.00	\$103,333.00
Supervising Electrician	\$89,959.00	\$91,758.00	\$93,593.00	\$95,465.00	\$97,374.00	\$99,321.00	\$101,307.00	\$103,333.00
Supervising Metal Worker	\$89,959.00	\$91,758.00	\$93,593.00	\$95,465.00	\$97,374.00	\$99,321.00	\$101,307.00	\$103,333.00
Supervising Plumber	\$89,959.00	\$91,758.00	\$93,593.00	\$95,465.00	\$97,374.00	\$99,321.00	\$101,307.00	\$103,333.00

Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17
\$66,390.91	\$67,718.73	\$69,073.10	\$70,454.56	\$71,863.65	\$73,300.93	\$74,766.94	\$76,262.28	\$77,787.53
\$66,390.91	\$67,718.73	\$69,073.10	\$70,454.56	\$71,863.65	\$73,300.93	\$74,766.94	\$76,262.28	\$77,787.53
\$73,069.37	\$74,530.75	\$76,021.37	\$77,541.80	\$79,092.63	\$80,674.48	\$82,287.97	\$83,933.73	\$85,612.41
\$81,364.71	\$82,992.01	\$84,651.85	\$86,344.89	\$88,071.78	\$89,833.22	\$91,629.88	\$93,462.48	\$95,331.73
\$81,364.71	\$82,992.01	\$84,651.85	\$86,344.89	\$88,071.78	\$89,833.22	\$91,629.88	\$93,462.48	\$95,331.73
\$81,364.71	\$82,992.01	\$84,651.85	\$86,344.89	\$88,071.78	\$89,833.22	\$91,629.88	\$93,462.48	\$95,331.73
\$81,364.71	\$82,992.01	\$84,651.85	\$86,344.89	\$88,071.78	\$89,833.22	\$91,629.88	\$93,462.48	\$95,331.73
\$81,364.71	\$82,992.01	\$84,651.85	\$86,344.89	\$88,071.78	\$89,833.22	\$91,629.88	\$93,462.48	\$95,331.73
\$81,364.71	\$82,992.01	\$84,651.85	\$86,344.89	\$88,071.78	\$89,833.22	\$91,629.88	\$93,462.48	\$95,331.73
\$81,364.71	\$82,992.01	\$84,651.85	\$86,344.89	\$88,071.78	\$89,833.22	\$91,629.88	\$93,462.48	\$95,331.73
\$81,364.71	\$82,992.01	\$84,651.85	\$86,344.89	\$88,071.78	\$89,833.22	\$91,629.88	\$93,462.48	\$95,331.73
\$81,364.71	\$82,992.01	\$84,651.85	\$86,344.89	\$88,071.78	\$89,833.22	\$91,629.88	\$93,462.48	\$95,331.73
\$81,364.71	\$82,992.01	\$84,651.85	\$86,344.89	\$88,071.78	\$89,833.22	\$91,629.88	\$93,462.48	\$95,331.73
\$86,482.52	\$88,212.17	\$89,976.42	\$91,775.94	\$93,611.46	\$95,483.69	\$97,393.37	\$99,341.23	\$101,328.06
\$86,482.52	\$88,212.17	\$89,976.42	\$91,775.94	\$93,611.46	\$95,483.69	\$97,393.37	\$99,341.23	\$101,328.06
\$86,482.52	\$88,212.17	\$89,976.42	\$91,775.94	\$93,611.46	\$95,483.69	\$97,393.37	\$99,341.23	\$101,328.06
\$86,482.52	\$88,212.17	\$89,976.42	\$91,775.94	\$93,611.46	\$95,483.69	\$97,393.37	\$99,341.23	\$101,328.06
\$86,482.52	\$88,212.17	\$89,976.42	\$91,775.94	\$93,611.46	\$95,483.69	\$97,393.37	\$99,341.23	\$101,328.06
\$86,482.52	\$88,212.17	\$89,976.42	\$91,775.94	\$93,611.46	\$95,483.69	\$97,393.37	\$99,341.23	\$101,328.06
\$86,482.52	\$88,212.17	\$89,976.42	\$91,775.94	\$93,611.46	\$95,483.69	\$97,393.37	\$99,341.23	\$101,328.06
\$86,482.52	\$88,212.17	\$89,976.42	\$91,775.94	\$93,611.46	\$95,483.69	\$97,393.37	\$99,341.23	\$101,328.06
\$86,482.52	\$88,212.17	\$89,976.42	\$91,775.94	\$93,611.46	\$95,483.69	\$97,393.37	\$99,341.23	\$101,328.06
\$94,276.00	\$96,162.00	\$98,085.00	\$100,047.00	\$102,048.00	\$104,089.00	\$106,171.00	\$108,294.00	\$110,460.00
\$94,276.00	\$96,162.00	\$98,085.00	\$100,047.00	\$102,048.00	\$104,089.00	\$106,171.00	\$108,294.00	\$110,460.00
\$94,276.00	\$96,162.00	\$98,085.00	\$100,047.00	\$102,048.00	\$104,089.00	\$106,171.00	\$108,294.00	\$110,460.00
\$94,276.00	\$96,162.00	\$98,085.00	\$100,047.00	\$102,048.00	\$104,089.00	\$106,171.00	\$108,294.00	\$110,460.00

\$94,276.00	\$96,162.00	\$98,085.00	\$100,047.00	\$102,048.00	\$104,089.00	\$106,171.00	\$108,294.00	\$110,460.00
\$94,276.00	\$96,162.00	\$98,085.00	\$100,047.00	\$102,048.00	\$104,089.00	\$106,171.00	\$108,294.00	\$110,460.00
\$94,276.00	\$96,162.00	\$98,085.00	\$100,047.00	\$102,048.00	\$104,089.00	\$106,171.00	\$108,294.00	\$110,460.00
\$94,276.00	\$96,162.00	\$98,085.00	\$100,047.00	\$102,048.00	\$104,089.00	\$106,171.00	\$108,294.00	\$110,460.00
\$94,276.00	\$96,162.00	\$98,085.00	\$100,047.00	\$102,048.00	\$104,089.00	\$106,171.00	\$108,294.00	\$110,460.00
\$94,276.00	\$96,162.00	\$98,085.00	\$100,047.00	\$102,048.00	\$104,089.00	\$106,171.00	\$108,294.00	\$110,460.00
\$105,400.00	\$107,508.00	\$109,658.00	\$111,851.00	\$114,088.00	\$116,370.00	\$118,697.00	\$121,071.00	\$123,492.00
\$105,400.00	\$107,508.00	\$109,658.00	\$111,851.00	\$114,088.00	\$116,370.00	\$118,697.00	\$121,071.00	\$123,492.00
\$105,400.00	\$107,508.00	\$109,658.00	\$111,851.00	\$114,088.00	\$116,370.00	\$118,697.00	\$121,071.00	\$123,492.00
\$105,400.00	\$107,508.00	\$109,658.00	\$111,851.00	\$114,088.00	\$116,370.00	\$118,697.00	\$121,071.00	\$123,492.00
\$105,400.00	\$107,508.00	\$109,658.00	\$111,851.00	\$114,088.00	\$116,370.00	\$118,697.00	\$121,071.00	\$123,492.00

Step 18	Step 19	Step 20	% Range
\$79,343.28	\$80,930.15	\$82,548.75	46%
\$79,343.28	\$80,930.15	\$82,548.75	46%
\$87,324.66	\$89,071.15	\$90,852.57	46%
\$97,238.37	\$99,183.13	\$101,166.80	46%
\$97,238.37	\$99,183.13	\$101,166.80	46%
\$97,238.37	\$99,183.13	\$101,166.80	46%
\$97,238.37	\$99,183.13	\$101,166.80	46%
\$97,238.37	\$99,183.13	\$101,166.80	46%
\$97,238.37	\$99,183.13	\$101,166.80	46%
\$97,238.37	\$99,183.13	\$101,166.80	46%
\$97,238.37	\$99,183.13	\$101,166.80	46%
\$97,238.37	\$99,183.13	\$101,166.80	46%
\$103,354.62	\$105,421.71	\$107,530.15	46%
\$103,354.62	\$105,421.71	\$107,530.15	46%
\$103,354.62	\$105,421.71	\$107,530.15	46%
\$103,354.62	\$105,421.71	\$107,530.15	46%
\$103,354.62	\$105,421.71	\$107,530.15	46%
\$103,354.62	\$105,421.71	\$107,530.15	46%
\$103,354.62	\$105,421.71	\$107,530.15	46%
\$103,354.62	\$105,421.71	\$107,530.15	46%
\$103,354.62	\$105,421.71	\$107,530.15	46%
\$112,669.00	\$114,922.00	\$117,220.00	46%
\$112,669.00	\$114,922.00	\$117,220.00	46%
\$112,669.00	\$114,922.00	\$117,220.00	46%
\$112,669.00	\$114,922.00	\$117,220.00	46%

\$112,669.00	\$114,922.00	\$117,220.00	46%
\$112,669.00	\$114,922.00	\$117,220.00	46%
\$112,669.00	\$114,922.00	\$117,220.00	46%
\$112,669.00	\$114,922.00	\$117,220.00	46%
\$112,669.00	\$114,922.00	\$117,220.00	46%
\$112,669.00	\$114,922.00	\$117,220.00	46%
\$125,962.00	\$128,481.00	\$131,051.00	46%
\$125,962.00	\$128,481.00	\$131,051.00	46%
\$125,962.00	\$128,481.00	\$131,051.00	46%
\$125,962.00	\$128,481.00	\$131,051.00	46%
\$125,962.00	\$128,481.00	\$131,051.00	46%

## **EXHIBIT 3**

**From:** Jason Rabinowitz <jrabinowitz@teamsters2010.org>  
**Sent:** Monday, September 11, 2023 8:32 AM  
**To:** Jelincic, Joseph J.  
**Cc:** Drew Scott; Tanya Akel; James, Steve; Gusha, Stefanie; Alex Vermie  
**Subject:** RE: Request for impasse determination

**This message originated from outside your organization**

---

Joseph, I appreciate the reply but Teamsters do not agree that we are impasse. Since you have not addressed the issue of bargaining this week raised in my email below, we conclude that CSU will not meet for bargaining with Teamsters on the scheduled dates of September 13-14, and will not be providing a counter-proposal to our most recent Teamster salary proposal passed on Wednesday, September 6, or on other open items. This is unfortunate, and, again, let me know immediately if this is not the case. Best, Jason

Jason Rabinowitz  
Secretary-Treasurer, Teamsters Local 2010  
President, Teamsters Joint Council 7  
7730 Pardee Lane, Suite 2010  
Oakland CA 94621  
510-220-7828 cell  
510-845-2221 phone  
510-845-7444 fax  
<https://protect-us.mimecast.com/s/7o1DCW68RgILOPnT6lr1g?domain=teamsters2010.org>



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**From:** Jelincic, Joseph J. <jjelincic@calstate.edu>  
**Sent:** Saturday, September 9, 2023 6:22 PM  
**To:** Jason Rabinowitz <jrabinowitz@teamsters2010.org>  
**Cc:** Drew Scott <dscott@teamsters2010.org>; Tanya Akel <takel@teamsters2010.org>; James, Steve <sjames@calstate.edu>; Gusha, Stefanie <sgusha@calstate.edu>; Alex Vermie <avermie@teamsters2010.org>  
**Subject:** RE: Request for impasse determination

Jason,

As we stated multiple times last Wednesday, our authority is 5 percent each year for three years. Our salary proposal #6 was very close to that authority, and your counter-proposal remains very far from that authority.

As we also stated we can be very flexible in how we place employees on the step structure in year two to reach that authority, but if the Teamsters are not willing to settle within our authority, we do not view those conversations as productive at this time. If you have a different position that falls within the 15 percent authority, please let me know, but otherwise, we believe we remain at impasse.

Best,  
~ J

**Joseph J. Jelincic III**

Assistant Vice Chancellor, Collective Bargaining

Direct: 562-951-4344 | Main: 562-951-4400

401 Golden Shore, Long Beach CA 90802

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[us.mimecast.com/s/rgNfCYEMRkfWMMNyf9sS3N?domain=calstate.edu](https://protect-us.mimecast.com/s/rgNfCYEMRkfWMMNyf9sS3N?domain=calstate.edu)

Systemwide HR Strategic Plan



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**From:** Jason Rabinowitz <[jrabinowitz@teamsters2010.org](mailto:jrabinowitz@teamsters2010.org)>

**Sent:** Saturday, September 9, 2023 8:18 AM

**To:** Jelincic, Joseph J. <[jjelincic@calstate.edu](mailto:jjelincic@calstate.edu)>

**Cc:** Drew Scott <[dscott@teamsters2010.org](mailto:dscott@teamsters2010.org)>; Tanya Akel <[takel@teamsters2010.org](mailto:takel@teamsters2010.org)>; James, Steve <[sjames@calstate.edu](mailto:sjames@calstate.edu)>; Gusha, Stefanie <[sgusha@calstate.edu](mailto:sgusha@calstate.edu)>; Alex Vermie <[avermie@teamsters2010.org](mailto:avermie@teamsters2010.org)>

**Subject:** Re: Request for impasse determination

[Caution - External Sender]

Joseph,

Thank you for notifying us. As we stated in our bargaining meeting on Wednesday, Teamsters do not agree that the parties are at impasse.

Also, I understand your message to mean that CSU will not be meeting for bargaining with Teamsters on the scheduled dates of September 13-14, and will not be providing a counter-proposal to our most recent Teamster salary proposal passed on Wednesday, September 6, or on other open items. Please let me know immediately if this understanding is not correct so we can plan accordingly.

Thank you,

Jason

On Sep 8, 2023, at 4:04 PM, Jelincic, Joseph J. <[jjelincic@calstate.edu](mailto:jjelincic@calstate.edu)> wrote:

Jason,

I'm writing to inform you that California State University has filed a request for impasse determination with PERB. You should be receiving a copy of that filing shortly.

The parties had previously scheduled bargaining on September 13 and 14. We believe that future bargaining will be futile given how far apart we are on salary and many other items. If Teamsters has a change in their bargaining position since we last met on September 6<sup>th</sup>, we will be happy to meet with you.

Best,

~ J

**Joseph J. Jelincic III**

Assistant Vice Chancellor, Collective Bargaining

Direct: 562-951-4344 | Main: 562-951-4400

401 Golden Shore, Long Beach CA 90802

<https://protect->

[us.mimecast.com/s/rgNfCYEMRkfWMNyf9sS3N?domain=calstate.edu](https://protect-us.mimecast.com/s/rgNfCYEMRkfWMNyf9sS3N?domain=calstate.edu)

[Systemwide HR Strategic Plan](#)

<image001.jpg>

**PROOF OF SERVICE**

I declare that I am a resident of or employed in the County of Alameda,  
State of California. I am over the age of 18 years. The name and address of my  
Residence or business is Beeson, Tayer & Bodine, 492 Ninth Street,  
Suite 350, Oakland, California 94607

On September 11, 2023, I served the Unfair Practice Charge  
(Date) (Description of document(s))

\_\_\_\_\_ in Case No. \_\_\_\_\_  
(Description of document(s) continued) PERB Case No., if known)

on the parties listed below by (check the applicable method(s)):

- placing a true copy thereof enclosed in a sealed envelope for collection and delivery by the United States Postal Service or private delivery service following ordinary business practices with postage or other costs prepaid;
- personal delivery;
- electronic service - I served a copy of the above-listed document(s) by transmitting via electronic mail (e-mail) or via e-PERB to the electronic service address(es) listed below on the date indicated. (May be used only if the party being served has filed and served a notice consenting to electronic service or has electronically filed a document with the Board. See PERB Regulation 32140(b).)

(Include here the name, address and/or e-mail address of the Respondent and/or any other parties served.)

G. Andrew Jones  
General Counsel  
California State University  
401 Golden Shore, 4th Floor  
Long Beach, CA 90802

Email: gajones@calstate.edu

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on Sept. 11, 2023,  
(Date)  
at Oakland, California.  
(City) (State)

Tanya Gatt

(Type or print name)



(Signature)