

MEMORANDUM OF UNDERSTANDING

CONTRACT EXTENSION

August 15, 2024

The California State University ("CSU") and the International Union of Operating Engineer - Stationary Engineer, Local 39, AFL-CIO ("Local 39") referred to as the "Parties," hereby agree to the following:

The Parties have reached a Tentative Agreement to a successor Collective Bargaining Agreement, which expired on June 30, 2024. In light of the Tentative Agreement, the Parties agree to extend the Collective Bargaining Agreement, in terms herein, from July 1, 2024 until either the date the Tentative Agreement is ratified by both Parties, or until one party notifies the other party in writing that the ratification of the Tentative Agreement was not successful.

For Stationary Engineers Local 39, AFL-CIO:



Chung Y. Park

Business Representative

For the California State University:



Stefanie M. Gusha

Sr. Director, Collective Bargaining

ARTICLE 13

HOLIDAYS

- 13.1 The following paid holidays, except as provided in provision 13.3 below, shall be observed on the day specified.
- a. January 1
 - b. Third Monday in January (Martin Luther King, Jr., Day)
 - c. **June 19 (Juneteenth)**
 - d. July 4
 - e. First Monday in September (Labor Day)
 - f. November 11 (Veteran's Day)
 - g. Thanksgiving Day
 - h. Cesar Chavez Day
 - i. December 25
 - j. Any other day designated by the Governor for a public fast, Thanksgiving, or holiday.
- 13.2 The paid holidays listed in this provision shall be observed on the day specified unless they fall on a Saturday or Sunday, or are rescheduled for observance on another day by the President.
- a. Third Monday in February (**Presidents' Day**~~Washington's Birthday~~)
 - b. February 12 (Lincoln's Birthday)
 - c. Last Monday in May (Memorial Day)
 - d. Admission Day

e. Second Monday in October (Columbus Day)

- 13.3 Any holiday listed in provisions 13.1 or 13.2 above which falls on a Saturday shall be observed on the preceding Friday, and any holiday in provisions 13.1 or 13.2 above which falls on a Sunday shall be observed the following Monday.
- 13.4 An employee in pay status on the day a holiday is officially observed shall be entitled to the holiday. Only when a holiday is scheduled for official observance on a Friday or Monday in accordance with provision 13.3 and the employee works on the Saturday or Sunday of the actual holiday and not on the Friday or Monday of the official observance, shall the employee be entitled to that single holiday on the Saturday or Sunday on which the holiday occurred.
- 13.5 The number of hours of the holiday shall be determined by the hours the employee is normally scheduled to work on the day the holiday is observed. An employee on a leave of absence without pay or in other non-pay status on a day a holiday is officially observed shall not be entitled to the holiday.
- 13.6 If a holiday falls on a scheduled workday during an employee's vacation or within a period of absence chargeable to sick leave, the holiday will not be charged to sick leave or vacation time.
- 13.7 A campus yearly calendar shall be provided to the employees at least thirty (30) days before its effective date.
- 13.8 An employee shall be permitted to use accrued vacation or CTO if the President closes the campus and there are an insufficient number of holidays scheduled to be observed during the closure.
- 13.9 Should a new employee, because of length of service, not have vacation accrued or sufficient CTO balance to cover the scheduled days of closure, they shall be provided sufficient work to prevent any loss of pay or benefits. Such time shall be provided no later than sixty (60) days after such a scheduled day(s) of closure.
- 13.10 An employee is entitled to one (1) Personal Holiday, which must be taken on one (1) day during the calendar year. If the employee fails to take the Personal Holiday before the end of the year, the holiday shall be forfeited. The scheduling of the holiday shall be by mutual agreement of the employee and the appropriate administrator.
- 13.11 The Cal Maritime shall notify employees of their accrued holiday credits on a quarterly basis.

Holiday Work

- 13.12 An employee who works on a holiday shall be compensated either in cash or in CTO to a maximum accrual of two hundred and forty (240) hours as determined by the appropriate administrator. Such determination shall be made prior to the time the employee works on a holiday. An employee who is assigned to work on a holiday may indicate to the appropriate administrator his or her preference for compensation in cash or CTO.
- 13.13 An employee who works on a holiday listed in provision 13.1 or 13.2 shall be compensated at one and one-half (1 1/2) times the employee's basic hourly rate of pay in addition to the compensation provided under provision 13.4 of this Article. This will result in total compensation of double and one-half (2 1/2) times the employee's basic hourly rate of pay.

For Stationary Engineers Local 39, AFL-CIO

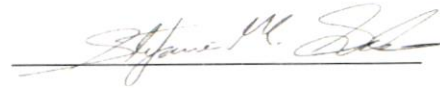


Chung Y. Park

Business Representative

15 Aug 2024

For the California State University:



Stefanie M. Gusha

Sr. Director, Collective Bargaining

ARTICLE 16

LEAVES OF ABSENCE WITHOUT PAY

Unauthorized Leaves of Absence

16.1 Automatic Resignation

- a. The President shall have the right to terminate an employee who is absent for five (5) consecutive workdays without securing authorized leave from the President. Such a termination shall be considered to be an automatic resignation from CSU employment as of the last day worked. All unauthorized absences, whether voluntary or involuntary, shall apply to the five (5) consecutive workday limitation. The five (5) day period referred to above shall commence at the beginning of the first shift of such absence and shall be deemed to have been completed at the end of the employee's scheduled work hours on the fifth consecutive date of unauthorized absence.
- b. The President shall notify the employee that the University will be terminating them by automatic resignation under this Article. This notification requirement shall be satisfied either by service in person or by certified mail to the employee's last known address and shall include:
 - i. the dates the employee was absent without leave;
 - ii. the intended effective date of the employee's resignation; and
 - iii. the employee's appeal rights under this Article.
- c. If the employee responds to the President by certified mail, return receipt requested, within twenty-one (21) calendar days of notification as defined above, the employee will be provided with the opportunity for a pre-termination review in accordance with the current campus practice for State Personnel Board hearing appeals. The President may agree to extend the employee's time to respond. This pre-termination review will be conducted by a campus administrative officer designated by the President. No termination shall be final until a decision is made by the administrative officer. This decision shall be transmitted by certified mail to the employee's last known address and shall state:
 - i. whether the employee was absent for five (5) consecutive work days;
 - ii. whether the employee had proper authorized leave to be absent; and

- iii. whether the employee should be or is being terminated by automatic resignation. If an action other than automatic resignation is proposed, it shall be stated along with the reasons for its use.
- d. Any employee who is terminated by the President under this provision may, within twenty-one (21) days after mailing of the President's decision, request a hearing of the matter by the State Personnel Board as provided in Section 89539 of the Education Code. A request for a hearing by the State Personnel Board must be filed with the State Personnel Board with a copy to the President within the twenty-one (21) day time requirement noted above.
- e. Any employee who is reinstated under this provision shall not be paid salary for the period of unauthorized absence.
- f. Provision 16.1 of this Article shall supersede Section 89541 of the California Education Code.

Other Leaves of Absence Without Pay

- 16.2 A permanent employee is entitled to a maternity leave without pay of up to twelve (12) months upon her written request. At least thirty (30) days prior to the ending date of the leave, the employee shall inform the appropriate administrator in writing of her intention to return from leave. Changes in the terms of the leave may be made by mutual agreement of the appropriate administrator and the employee.
- 16.3 A full-time or part-time permanent employee may be granted a full or partial leave of absence without pay for up to one (1) year.
- 16.4 Leaves of absence without pay may be granted in accordance with this Article for the following purposes or reasons:
 - a. loan of an employee to another governmental agency;
 - b. outside employment that would lessen the impact of a potential layoff or a layoff;
 - c. temporary incapacity due to illness or injury;
 - d. Family Leave; and
 - e. other satisfactory reasons.

Leaves without pay granted for "c" above shall also be subject to Article 15, Leaves of Absence with Pay. Periods of disability related to pregnancy are subject to the

provisions of Article 15, Leaves of Absence With Pay.

- 16.5 A written application for a leave of absence without pay or an extension of a leave of absence without pay shall be submitted to the appropriate administrator. The appropriate administrator shall determine if such a leave shall be granted and the conditions of such a leave.
- 16.6 An employee who is on a leave of absence without pay shall not return to active pay status prior to the expiration of such a leave without written approval of the appropriate administrator.
- 16.7 Service credit shall not be granted to an employee on a leave of absence without pay.
- 16.8 A leave so granted assures to the employee a right to return to the employee's former position or a position within the employee's classification upon expiration of the leave and the time lost shall not constitute a break in service.
- 16.9 When requested by the appropriate administrator, an employee granted a leave of absence without pay shall provide verification that the conditions of the leave were met.
- 16.10 An employee on a leave of absence without pay for more than fifteen (15) days may opt to continue their fringe benefits at their own expense. Upon written request of an eligible employee as defined in Article 25, Benefits, the CSU shall provide a system for the continued payment of the employee's insurance premiums including health, dental, and vision benefits during the period of unpaid leave of absence. During this period, such an employee shall pay both the employee's and the CSU's contributions. The CSU shall not advance such payments. Such an employee shall pay all contributions prior to the date each payment is due. Failure to pay such premiums will result in coverage lapsing unless the employee makes other arrangements.

Family Leave

- 16.11 An employee who has at least one (1) year of service, and has actually worked one thousand two-hundred and fifty (1,250) hours in the twelve (12) months preceding the leave, is entitled to a family leave without pay.
- 16.12 Eligible employees may take up to a total of twelve (12) weeks of family leave in a twelve (12) month period.
- 16.13 An employee may be granted family leave for the birth of a child of the employee, the placement of a child with an employee in connection with the adoption/foster care of the child by the employee; or to care for a **designated person**, child, parent or spouse of the employee who has a serious health condition; or for the employee's own serious health condition.

As set forth in Government Code Section 12945.2, a Designated Person is any "individual related by blood or whose association with the employee is the equivalent of a family relationship." A Designated Person is identified at the time the employee requests the leave and is limited to one Designated Person per 12-month period.

- 16.14 For family leave taken for reason of the birth of a child or adoption/foster care of a child by an employee, any leave taken shall be initiated within one (1) year of the birth of a child or placement of child with the employee in the case of adoption/foster care.

The period of the family leave granted to an employee for the birth of a child shall run concurrently with the period of leave available to an employee under Education Code Section 89519 or provision 16.2.

- 16.15 The amount of family leave that may otherwise be granted under this Article may be reduced by the amount of family leave granted to an employee for reasons set forth under provisions 16.11 through 16.19.

- 16.16 Before granting a family leave for the serious health condition of a **designated person**, child, parent or spouse, the employer may require certification of the serious health condition from the health care provider.

- 16.17 Upon expiration of the period, which the health care provider originally estimated the employee needed to care for the **designated person**, child, parent or spouse, the employer may require the employee to obtain re-certification if additional leave is requested.

- 16.18 Family leave shall be leave without pay except that an employee must utilize all accrued vacation and CTO that they are otherwise eligible to take during the otherwise unpaid period of the family leave.

- 16.19 An employee may use accrued sick leave during the period of family leave upon mutual agreement between the employee and appropriate administrator. Such requests for sick leave shall be made in accordance with Article 15 of this Agreement.

- 16.20 Family leave is separate and distinct from the right of a female employee to take a pregnancy disability leave under Government Code Section 12945-~~subdivision (b) (2)~~. If a female employee takes part or all of the maximum four (4) months of pregnancy disability leave, she may request up to twelve (12) weeks additional family leave for reason of the birth of her child, or due to her own serious medical condition. Any combination of family leave and pregnancy disability leave shall run concurrently with the period of maternity leave available to a permanent employee pursuant to provision 16.2 of this Article.

- 16.21 An employee shall provide the employer with written notice of a need for family leave within five (5) working days of the date the event necessitating the leave becomes known to the employee.
- 16.22 If the employee's need for family leave is foreseeable due to the planned medical treatment or planned supervision of a **designated person**, child, parent or spouse with a serious health condition, the employee shall provide the employer regarding the scheduling of the treatment or supervision so as to minimize disruption of the operations of the employer.
- 16.23 Family leave may be deferred until the employee complies with the provisions of this Article.
- 16.24 A family leave so granted assures to the employee a right to return to their former position or a comparable position upon expiration of the family leave. If the former position and any comparable position has ceased to exist due to legitimate business reasons unrelated to the leave, the employer shall make reasonable accommodation by alternative means only if such alternate means would not cause an undue burden on the campus. The family leave shall not constitute a break in service for the purposes of length of service and/or seniority under this Agreement.
- 16.25 An employee on family leave shall retain employee status and shall continue to accrue seniority points pursuant to this Agreement during the period of the family leave care. During a family leave an employee may continue to participate in benefits to the same extent and under the same conditions as would apply to any other personal leave of absence without pay pursuant to this Agreement. However, if any paid portion of the family leave is less than twelve (12) weeks, upon request of the employee to continue coverage, the CSU shall continue to make employer contributions toward health, dental and vision coverage for the unpaid remainder of the twelve (12) week period. If an employee fails to return at the end of the family leave, the CSU may require repayment of the insurance premiums if the employee's failure to return is due to the employee's serious health condition or due to circumstances beyond the employee's control.
- 16.26 The leave of absence of a temporary employee eligible for such leave pursuant to this Article shall terminate upon the expiration of that employee's temporary appointment.

For Stationary Engineers Local 39, AFL-CIO


Chung Y. Park
Business Representative

15 AUG 2024

For the California State University:


Stefanie M. Gusha
Sr. Director, Collective Bargaining

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.
- 24.2 For each classification and salary range, there shall be a Minimum Salary Rate, a Journey Level Salary Rate, and a Performance Maximum Salary Rate. The range between the Minimum Salary Rate, the Journey Level Salary Rate, and the Performance Maximum Salary Rate, shall be an "open range" with no incremental salary steps. For the classifications of Cal Maritime Stationary Engineer and Cal Maritime's Chief Engineer, the Minimum Salary Rate and the Journey Level Salary Rate shall be the same amount.
- a. The Journey Level Salary Rate is the maximum rate that an employee's salary may reach through Service-based Salary Increases.
 - b. For each classification and salary range, there shall be a Performance Maximum Salary Rate that is at least twenty percent (20%) higher than the Journey Level Salary Rate.
- 24.3 Each incumbent employee shall be assigned to a salary rate within the salary range appropriate to the employee's classification. New hires shall be assigned to the Minimum Salary Rate which is at least three and a half percent (3.5%) less than the Journey Level Salary Rate.

General Salary Increase

- 24.4 A General Salary Increase (GSI) is a percentage increase applied to the individual salary rates of all bargaining unit members and to the Salary Schedule as provided in 24.3 above.

All employees in the bargaining unit shall receive a General Salary Increase (GSI) as follows:

- ~~a. For fiscal year 2021/2022 and effective July 1, 2021 all bargaining unit employees in active pay status, or on leave as of that date, shall have their individual salary rate increased by three percent (3.0 %).~~

- ~~b. For fiscal year 2022/2023 the union shall have the option to re-open negotiations on Article 24 and 25 (Salary and Benefits) by providing a written request to CSU no sooner than June 1, 2023, and no later than August 31, 2023.~~
- ~~c. For fiscal year 2023/2024 the union shall have the option to re-open negotiations on Article 24 and 25 (Salary and Benefits) by providing a written request to CSU no sooner than June 1, 2023, and no later than August 31, 2023.~~
- a. For fiscal year 2024/2025 and effective July 1, 2024 all bargaining unit employees in active pay status, or on leave as of that date, shall have their individual salary rate increased by five percent (5.0%).
- b. For fiscal year 2025/2026, the union shall have the option to re-open negotiations on Article 24 and 25 (Salary and Benefits) by providing a written request to CSU no sooner than June 1, 2025, and no later than August 31, 2025.
- c. For fiscal year 2026/2027, the union shall have the option to re-open negotiations on Article 24 and 25 (Salary and Benefits) by providing a written request to CSU no sooner than June 1, 2026, and no later than August 31, 2026.

The salary scale maximums for all classifications shall be increased by the amount of General Salary Increases. The salary scale maximums for all classifications shall be increased by the amount of the General Salary Increases. These changes will be effective as of the date of the General Salary Increase in each fiscal year of this Agreement. Salary scale minimums for all classifications will remain unchanged for each fiscal year of this Agreement.

Upon ratification of this Agreement, CSU will work with the State Controller's Office to undertake the processing necessary to implement the terms of this Agreement in as timely a manner as possible.

Probationary Increase

- 24.6 Employees who successfully complete probation and who have not yet reached the Journey Level Salary Rate shall automatically advance to the prescribed Journey Level wage rate effective the first pay period after passing probation. Effective the first pay period after ratification of this successor agreement by both parties, any permanent

employee who has previously passed probation and has not yet reached the Journey Level wage rate shall also receive an increase to raise their salary to the Journey Level wage rate.

Merit Pay

- 24.7 A Performance-based Salary Increase (PSI) may be granted in accordance with the procedure provided in this Article as recognition for employees' contributions at work.
- 24.8 Each employee shall receive a performance evaluation in accordance with Article 19 (Evaluation). In addition to the individual ratings on the Performance Evaluation form, each employee will receive an overall rating based on the employee's overall performance.
- 24.9 All employees, except Apprentices, with an overall rating of Exceeds Expectations shall receive a Performance-based Salary Increase in those years when a Performance-based Salary Increase pool has been negotiated and/or the campus designates funds for a Performance-based Salary Increase. The Performance-based Salary Increases shall be a percentage increase to an employee's base salary unless the employee is at the Performance Maximum for the employee's classification. The percentage award will be the same for all employees with the Exceeds Expectations rating.
- 24.10 Once an employee reaches the employee's Performance Maximum, any remaining or additional merit pay awards shall be in the form of a bonus (not a permanent increase in the base salary of the individual). Bonuses shall be in the form of a percentage of gross pay earned by the employee receiving the bonus for the period of the performance evaluation.
- 24.11 Merit increases shall be retroactive to July 1 each year the Merit Pay Program is funded for employees who are awarded a merit increase and who are on the active payroll when the increases are processed.
- 24.12 The CSU shall provide to the Union no later than December 1 of each year the Merit Pay Program is funded a list of individual employees receiving merit increases and the amount of each increase. If the total funds negotiated for any fiscal year in which the Merit Pay Program is funded are not allocated or encumbered by December 1, the Union and the CSU shall meet, no later than February 1 of that fiscal year to negotiate regarding the unallocated or unencumbered funds.
- 24.13 In addition to any amount negotiated by the parties for merit increases in any fiscal year, the campus may provide additional funds. These funds may be awarded at any time in a manner determined by the President, provided the employee's salary does not exceed the Performance Maximum of the employee's classification. Such awards shall not be subject to the grievance procedure.

Classification Changes

- 24.14 When an employee moves to a lower classification in the same occupational group, the appropriate rate in the salary range shall be determined by the President by recognizing any previous service in the lower class and service in the higher classification.
- 24.15 When an employee moves to a lower classification in another occupational group, the appropriate rate in the salary range shall be determined by the President, except that in no case shall the new rate exceed the rate received in the higher classification. Determination of the appropriate rate in such cases shall be made by using the same criteria as would be used for an initial appointment to that classification.
- 24.16 When an employee moves without a break in service to a classification with a higher salary range, the appropriate rate in the salary range shall be at least five percent (5%) or higher if so determined by the President.

Payment Above the Journey Level Salary Rate

- 24.17 A payment above the Journey Level Salary Rate of the salary range for a class may result from merit increases provided in accordance with provisions 24.8 through 24.15 above.

Payment Above the Performance Maximum Salary Rate

- 24.18 A payment above the Performance Maximum Rate of the salary range for a class may be granted by the President when an employee moves to a class with a lower salary range.
- a. If a payment above the Performance Maximum Rate is granted, the employee shall retain either the salary currently being paid or a salary up to twenty-five percent (25%) above the Performance Maximum Rate of the lower class, whichever is less. The employee shall remain at that salary rate until the Performance Maximum Rate of the lower class equals or exceeds the payment above the Performance Maximum Rate or until the authorized time period for maintaining the payment above the Performance Maximum Rate expires, whichever occurs first.
 - b. During the period of time an employee's salary remains above the Performance Maximum Rate of the range for the class, the employee shall not receive further SSIs, GSIs, and/or merit.
 - c. A payment above the Performance Maximum Rate shall not exceed twenty-five

percent (25%) above the Performance Maximum Rate of the salary range of the class to which the employee is moving. An employee may retain a payment above the Performance Maximum Rate for up to five (5) years.

- d. Payment above the Performance Maximum Rate shall not be authorized for an employee when an employee, for personal convenience, requests voluntary demotion or when an employee is demoted for cause other than for medical reasons.
- e. An employee who was compensated at a salary rate above the Performance Maximum Rate prior to a permanent separation will not be entitled to a payment above the Performance Maximum Rate upon the employee's return to work. Also, the authorization for a payment above the Performance Maximum Rate 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.
- f. Pursuant to Government Code Section 20636(b)(1), if an employee's salary rate is over the published maximum of the employee's classification as stated in the California State University salary schedule, the salary in excess of the published maximum is non-reportable to CalPERS and is not includable in determining the final compensation for purposes of calculating retirement benefits.

10/12 Pay Plan

- 24.19 Probationary and permanent employees shall be eligible to request participation in the 10/12 or 11/12 pay plan.
- 24.20 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 pay plan.
- 24.21 Withdrawal from participation in the 10/12 or 11/12 pay plan and return to a twelve (12) month annual work year may be requested by an employee in accordance with campus procedures. The President shall make a final determination as to the approval or denial of such requests.
- 24.22 An employee participating in the 10/12 or 11/12 pay plan shall receive the employee's (10-month or 11-month) annual salary in twelve (12) salary warrants and appropriate benefits on a twelve (12) month basis.
- 24.23 An employee moving from a twelve (12) month status to the 10/12 or 11/12 pay plan shall retain their salary anniversary date.

- 24.24 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.
- 24.25 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, merit salary adjustments, and retirement.
- 24.26 Participation in or withdrawal from the 10/12 or 11/12 pay plans shall not be subject to Article 9, Grievance Procedure.

Shift Differential

- 24.27 There are three (3) shifts: day, swing, and graveyard. The day shift includes the hours between six (6) a.m. to six (6) p.m. The swing shift includes the hours between six (6) p.m. and midnight. The graveyard shift includes the hours between midnight and six (6) a.m.
- 24.28 Employees who work four (4) hours or more in the swing shift, shall be paid a shift differential of one dollar and fifty cents (\$1.50) per hour for the employee's entire shift.
- 24.29 Employees who work four (4) or more hours in the graveyard shift, shall be paid a shift differential of two dollars and fifty cents (\$2.50) per hour for the employees' entire shift.
- 24.30 To qualify for payment of a shift differential, an employee must:
- a. be assigned hours of work of which at least four (4) hours are within a regularly scheduled swing or graveyard shift; and
 - b. be employed in a class that has been designated as eligible for a shift differential.
- 24.31 In addition, an employee who is in a class not eligible for shift differential shall be eligible for shift differential if:
- a. the employee is assigned hours of work of which at least four (4) hours are within a scheduled graveyard or swing shift; and
 - b. the employee is temporarily assigned to a graveyard or swing shift and does not work their regularly scheduled day shift. Such temporary assignment shall not result in either call-back or overtime pay.

Sunday Pay Differential

- 24.32 Employees who are regularly scheduled to work on Sundays shall receive a differential of two dollars and fifty cents (\$2.50) per hour for the entire shift. The Sunday pay differential shall not be added to or combined with any other pay differential or premium pay.

Cruise Compensation

- 24.33 If a bargaining unit employee is assigned to sea duty on a regularly scheduled cruise, upon the request of the Union, the parties shall meet and confer regarding the compensation of such an employee for the period of sea duty.

Pesticide Applicator License Bonus

- 24.34 Employees who are required by the CSU to obtain a Pesticide Applicator License shall be paid three hundred and fifty dollars (\$350) upon successful completion of the training and receipt of the license. The three hundred and fifty dollar (\$350) payment is a one-time payment for receipt of the license or certification. Employees shall receive another three hundred and fifty dollars (\$350) upon completion of retraining and receipt of the license renewal. The decision on which employee(s) are to obtain a license is solely that of the Director of Facilities at Cal Maritime or their designee.

Backflow Testing and Water Treatment Operator Certification Bonus

- 24.35 Employees who are required by the CSU to obtain a backflow testing license or the appropriate water treatment operator certificate shall be paid two hundred and fifty dollars (\$250) upon successful completion of the training and receipt of the license or certification. The two hundred and fifty dollar (\$250) payment is a one-time payment for receipt of the license or certification. Employees shall receive another two hundred and fifty dollars (\$250) upon completion of retraining and receipt of the recertification or license renewal. The decision on which employee(s) are to obtain a license or certification is solely that of the Director of Facilities at Cal Maritime or their designee.

Welding Certification

- 24.36 Employees who are required by the CSU to obtain a Welding Certification shall be paid an allowance of three hundred dollars (\$300). Payment shall be made within thirty

(30) days after the employee has demonstrated that they have obtained the license or certificate.

- 24.37 Employees who are required by the CSU to renew their license or certificate described in provision 24.36 above, shall be paid an allowance of three hundred dollars (\$300). Payment shall be made within thirty (30) days after the employee has demonstrated that they have renewed the license or certificate.

High Voltage Stipend

- 24.38 Qualified high voltage electricians approved by the Director of Plant Operations or by the appropriate administrator shall be paid an annual stipend of five hundred dollars (\$500).

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

- a. a minimum of two (2) years of electrical training and experience with high voltage electrical infrastructure designed to operate over six hundred (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:
 - i. Core Safety Training;
 - ii. Advanced Electrical Safety and Lockout/Tag-out training; and
 - iii. Hazardous Electrical High Voltage training.

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

- 24.41 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

24.42 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.

24.43 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.

24.44 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.

24.45 Employees who are required by the CSU to renew a certification as described in provision 24.42, above, shall be paid a bonus of two-hundred and fifty dollars (\$250).

Emergency Pay

- 24.46 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 and 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 four (4) 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.

Asbestos Handling Pay Differential

- 24.47 Except as provided in this section, asbestos abatement is not bargaining unit work. Accordingly, Cal Maritime retains full discretion to use outside contractors and/or other means to remove/repair/abate asbestos. Whenever an employee is assigned to perform any asbestos-related handling duties including, but not limited to, removing or repairing asbestos lagging, performing any asbestos abatement or cleaning up asbestos, he/she shall be paid an asbestos pay differential of three dollars (\$3.00) per hour for the amount of time spent performing such work. Only employees who have received the appropriate training or certification for handling asbestos may be assigned to do so.

Asbestos Training and Certification Allowance

- 24.48 Employees who have been required by the CSU to undergo training in asbestos abatement and handling as defined in 24.47 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.
- 24.49 Employees who have been required by the CSU to undergo training in order to maintain or renew the certifications described in provision 24.48 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.
- 24.50 For the purpose of provisions 24.48 and 24.49 above, training in asbestos abatement must be either EPA-certified or CAL-OSHA approved.

Supplemental Assignment Stipend

- 24.51 At the decision of the Appropriate Administrator, an employee may be assigned project coordination/lead work and/or work in other classification(s) over and above the normal duties of their classification on more than a de minimis basis. The following provisions shall apply to such an assignment:
- a. A stipend of at least three percent (3%) of the base monthly salary rate is paid every month for the duration of the work assignment. **If the beginning and ending date is less than a full pay period, the stipend may be pro-rated.**
 - b. These work assignments are to be made in writing and must have a specific beginning and ending date.

- c. The length of the assignment shall be determined by the Appropriate Administrator and may be renewed or extended at his/her sole discretion.

The decision of the Appropriate Administrator, made in accordance with this section shall be final and shall not be subject to Article 9, Grievance Procedure.

For Stationary Engineers Local 39, AFL-CIO


Chung Y. Park
Business Representative

15 Aug 2024

For the California State University:


Stefanie M. Gusha
Sr. Director, Collective Bargaining

ARTICLE 31

DURATION AND IMPLEMENTATION

- 31.1 This Agreement shall remain in full force and effect from the date of ratification by both parties up to and including June 30, ~~2024~~ 2027.
- 31.2 Negotiations for a successor agreement shall commence when one of the parties delivers to the other its proposals in writing no earlier than January 1 and later than February 1 immediately preceding the expiration of this Agreement
- 31.3 Any term(s) of this Agreement, which is deemed by the Employer to carry an economic cost, shall not be implemented until the Employer determines that the amount required therefore has been appropriated and makes such amount available for expenditure for such purpose. If the Employer determines that less than the amount needed to implement this Agreement or any provision herein has been appropriated or makes available less than the amount needed to implement this Agreement or any provision herein, the term(s) of this Agreement deemed by the CSU to carry economic cost shall automatically be subject to the meet and confer process.
- 31.4 This Agreement may be amended or modified from time to time by mutual agreement in writing, and any such amendments or modifications shall become a part of this Agreement. All supplements to be effective must be signed by the parties.

For Stationary Engineers Local 39, AFL-CIO


Chung Y. Park
Business Representative

15 Aug 2024

For the California State University:


Stefanie M. Gusha
Sr. Director, Collective Bargaining