

**Addendum To The Agreement Between
The Board of Trustees**

of

The California State University

and the

**International Union of Operating Engineers
Local 39, AFL-CIO**

*Unit 10 - Crafts, Maintenance & Stationary Engineer
Employees at the California Maritime Academy*

July 1, 1999 - June 30, 2000

	<p>THE CALIFORNIA STATE UNIVERSITY OFFICE OF THE CHANCELLOR 401 GOLDEN SHORE LONG BEACH, CALIFORNIA 90802-4210</p>
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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 CMA Stationary Engineer and CMA 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 ten percent higher than the Journey Level Salary Rate.
- 24.3 Effective July 1, 1999, the salary schedule shall be revised as follows:
- a. The Journey Rates shall be increased by 3.5%.
 - b. The Performance Maximum Rate shall be ten percent above the Journey Rate.
 - c. The Minimum Rate shall be 3.5% below the Journey Rate.
 - d. Any employee earning less than the new Minimum Rate will receive an increase to raise his/her rate to the new Minimum Rate.
- 24.4 Each incumbent employee shall be assigned to a salary rate within the salary range appropriate to his/her classification. New hires shall be assigned to the Minimum Salary Rate.
- 24.5 The funds negotiated for merit and other increases provided in this Article 24 for fiscal year 1999/2000 shall be effective July 1, 1999, only if a final Agreement for the 1999 re-opener Agreement is negotiated by the parties and all modifications, additions and deletions are agreed to, signed and ratified by, August 13, 1999.
- 24.6 In fiscal year 2000/2001, at the request of either party negotiations may be reopened pursuant to HEERA on Article 24 (Salaries) for fiscal year 2000/2001 in accordance with the timelines provided in Provision 31.3. During both fiscal years, the amount of funds dedicated for employees rated Exceeds Expectations shall be no less than 20% of the compensation increase pool.

Merit Pay

24.7 Salary increases shall be awarded in 2000/2001 based on the overall Performance Evaluation rating, provided funds dedicated to compensation increases for Unit 10 are negotiated for that year and any budget conditions negotiated by the parties are met.

If funds dedicated to compensation increases for Unit 10 under the conditions set forth above are available, such funds shall be distributed as follows:

- a. Twenty percent (20%) of the total funds available for compensation shall be distributed equally among those employees rated Exceeds Expectations.
- b. Employees rated Unsatisfactory will not receive an increase in pay and will be given appropriate discipline.
- c. All employees, except Apprentices, rated Needs Improvement, Meets Expectations, and Exceeds Expectations will receive an increase in base salary in an amount to be negotiated by the parties each year.
- d. All employees rated Meets Expectations and Exceeds Expectations shall receive an additional increase calculated by:
 1. determining the amount of funds (A) available for compensation, less (B) the funds to be used for employees evaluated as Exceeds Expectations as provided in 24.7 a. above, the funds to be used for all employees evaluated as Needs Improvement, Meets Expectations, and Exceeds Expectations as provided in 24.7 c. above, and any other wage and benefit increases agreed upon by the parties

[Formula is $A - B = F$ (funds available for D, below)]

2. dividing the amount of funds available for D by the number of employees who received ratings of Meets Expectations and Exceeds Expectations (E);

[Formula is $F/E = D$ (Number of Dollars available per person)]

3. dividing "D" (the number of dollars available per person) by the average salary for all Unit 10 represented employees to get the percentage award for all employees rated Meets or Exceeds Expectations;

[Formula is $D/\text{Avg. Salary} = \text{Award}$ (Percent to be awarded to all employees with performance evaluations of Meets or Exceeds Expectations)].

- 24.8 For the 1999/2000 fiscal year, provided funds are available as provided in 24.4, using the formula provided in 24.7:
- a. The pool of funds to be distributed only to those employees rated Exceeds Expectations (24.7a. above) shall be twenty percent (20%) of the total funds available for compensation (\$5336, excluding associated benefit costs).
 - b. Employees rated Unsatisfactory will not receive an increase in pay.
 - c. Pursuant to 24.7.c. above, all employees, except Apprentices, rated Needs Improvement, Meets Expectations, and Exceeds Expectations will receive an increase equal to a one and five-tenths percent (1.5%) increase in base salary.
 - d. All employees, except Apprentices, rated Meets Expectations and Exceeds Expectations shall receive an additional increase as calculated in 24.8.c. above.
- 24.9 Merit increases shall be awarded to employees as a percentage increase to base pay unless the employee is at the Performance Maximum for his/her classification.
- Once an employee reaches his/her 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.
- 24.10 Merit increases shall be retroactive to July 1 each year for employees who are awarded a merit increase and who are on the active payroll when the increases are processed.
- 24.11 In addition to any amount negotiated by the parties for merit increases in any fiscal year, the campus may provide additional funds. Normally, merit increases shall be effective on July 1 of each fiscal year for which funds were negotiated or dedicated by the campus. The CSU shall provide to the Union no later than February 1 of each year, a list of individual employees receiving merit increases and the amount of each increase. If the total funds negotiated for fiscal year 1999/2000 are not allocated or encumbered by February 1, 2000, the Union and the CSU shall meet, no later than March 1, 2000, to negotiate regarding the unallocated or unencumbered funds.

Classification Changes

- 24.12 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.

- 24.13 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.
- 24.14 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 5% or higher if so determined by the President.

Payment Above the Journey Level Salary Rate

- 24.15 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 24.7 through 24.9 above.

Payment Above the Performance Maximum Salary Rate

- 24.16 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 his/her 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.

10/12 Pay Plan

- 24.17 Probationary and permanent employees shall be eligible to request participation in the 10/12 or 11/12 pay plan.
- 24.18 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.
- 24.19 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.
- 24.20 An employee participating in the 10/12 or 11/12 pay plan shall receive his/her (10-month or 11-month) annual salary in twelve (12) salary warrants and appropriate benefits on a twelve (12) month basis.
- 24.21 An employee moving from a twelve (12) month status to the 10/12 or 11/12 pay plan shall retain his/her salary anniversary date.
- 24.22 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.
- 24.23 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.
- 24.24 Participation in or withdrawal from the 10/12 or 11/12 pay plans shall not be subject to Article 9, Grievance Procedure.

Shift Differential

- 24.25 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.

- 24.26 Employees, except for CMA Stationary Engineers and Chief Engineers, who work four (4) or more hours in the swing shift shall be paid a shift differential of forty (40) cents per hour for the employee's entire shift. CMA Stationary Engineers, Stationary Engineer Apprentices, and Chief Engineers who work four (4) or more hours in the swing shift shall be paid a shift differential of ninety (90) cents per hour for the employee's entire shift.
- 24.27 Employees, except for CMA Stationary Engineers and Chief Engineers, who work four (4) or more hours in the graveyard shift shall be paid a shift differential of fifty (50) cents per hour for the employee's entire shift. CMA Stationary Engineers, Stationary Engineer Apprentices, and Chief Engineers who work four (4) or more hours in the graveyard shift shall be paid a shift differential of 1 (one) dollar per hour for the employee's entire shift.
- 24.28 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.
- 24.29 In addition, an employee who is in a class not eligible for shift differential shall be eligible for shift differential if:
- a. the employee is assigned hours of work of which at least four (4) hours are within a scheduled graveyard or swing shift; and
 - b. the employee is temporarily assigned to a graveyard or swing shift and does not work his/her regularly scheduled day shift. Such temporary assignment shall not result in either call-back or overtime pay.

Sunday Pay Differential

- 24.30 Employees who are regularly scheduled to work on Sundays shall receive a differential of two dollars (\$2.00) 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

- 24.31 If a bargaining unit employee(s) 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(s) for the period of sea duty.

To view Salary Schedule for Unit 10, please click on link below:

<http://www.calstate.edu/hrpims/Salary/SalarySchd19991029.pdf>