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. **March 31 (Farmworkers Day)** ~~**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)

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 l/2) times the employee's basic hourly rate of pay.

For Stationary Engineers Local 39, AFL-CIO

Wesley Pierce (Oct 23, 2026 13:45:32 PDT)

Wes Pierce

Business Representative

For the California State University:

Stefanie M. Gusha

Sr. Director, Collective Bargaining

ARTICLE 15

LEAVES OF ABSENCE WITH PAY

Sick Leave

15.1 Following completion of one (1) month of continuous service, a full-time employee shall accrue eight (8) hours of credit for sick leave with pay. Thereafter, for each additional month of service, eight (8) hours of credit for sick leave with pay shall be accrued.

15.2 Each full-time employee shall be considered to work not more than forty (40) hours each week. Employees who are appointed less than full time shall accrue credit for sick leave with pay on a pro rata basis.

15.3 Sick leave may be accumulated without limitation. No additional sick leave with pay beyond that accumulated shall be provided.

15.4 An employee shall be responsible for reporting an absence to the appropriate administrator promptly, and preferably before the start of the shift.

15.5 An employee shall be responsible for promptly signing and returning the absence form to the appropriate administrator.

15.6 An employee may be required to provide a physician's statement or other appropriate verification for absences after three (3) consecutive days charged to sick leave, or when the appropriate administrator has reasonable cause to believe that there has been an abuse of sick leave. When the appropriate administrator has reasonable cause to believe that there has been an abuse of sick leave, the administrator shall notify the employee of this requirement for future absences.

15.7 When an employee is eligible for sick leave, the appropriate administrator shall authorize sick leave for the following:

a. illness, injury, or disability related to pregnancy;

b. exposure to contagious disease;

c. dental, eye, or other physical or medical examinations or treatments by a licensed practitioner;

d. family care, meaning illness or injury in the immediate family;

e. death of a person in the immediate family as defined by provision 15.10 of this Article.

15.8 An employee, upon reasonable advance request, shall be granted up to forty (40) hours of accrued sick leave for bereavement during any one calendar year.

15.9 Sick leave for family care is primarily for emergency situations. Up to seven (7) days of accrued sick leave credit may be used for family care during any one (1) calendar year. The appropriate administrator may authorize the use of additional sick leave for family care upon request by an employee.

15.10 "Immediate family" as used in this article shall mean:

- The employee's spouse or registered domestic partner;
- The employee, spouse or registered domestic partner's: parent, step-parent, grandparent, great-grandparent, sibling, child or grandchild (including foster, adopted and step), aunt, uncle;
- The employee's son-in-law, daughter-in-law;
- A person living in the immediate household of the employee, except domestic employees, roomers, boarders, and/or roommates.

15.11 An employee may be required to undergo a medical examination as directed by the President to determine the employee's ability to perform their required duties. Any medical exams required of employees by the CSU shall be paid for by the CSU, provided that the physician is selected by the CSU. Time required to travel to and from the physician's office and time spent at the physician's office shall be considered time worked.

15.12 In the event an employee disagrees with the medical findings of the CSU-selected physician, the employee shall have the right to examination by a physician of the employee's choice. The employee shall be required to bear the cost of such examination and shall charge any absence due to such examination to accumulated sick leave credits. The CSU shall consider the medical report from the employee's physician.

15.13 Under no circumstances may an employee be granted sick leave for days during layoff periods or during a leave of absence without pay.

15.14 An employee who has exhausted their sick leave or disability leave may be granted unpaid sick leave or may use their vacation credits or compensatory time off (CTO). Use of unpaid sick leave, vacation credits, or CTO shall be by mutual agreement of the

employee and the appropriate administrator.

Bereavement Leave

15.15 For each death of an immediate family member, as defined by Provision 15.10, upon request to the President, the employee shall be granted five (5) days leave with pay. The employee shall give notice to the appropriate administrator as soon as possible and shall, if requested by the appropriate administrator, provide substantiation for the request upon the employee's return to work.

15.16 A leave granted in accordance with provision 15.15 may be supplemented in accordance with provision 15.8 of this Article.

Time Off to Vote

15.17 If an employee does not have sufficient time outside of their working hours to vote at any general, direct, primary, or presidential primary election, the employee may take a sufficient amount of working time to enable the employee to vote. Not more than two (2) hours of such time shall be provided to an employee without loss of pay. Time off for voting shall be provided only at the beginning or end of the employee's regular work shift, unless otherwise mutually agreed.

15.18 If an employee knows of their need for time off to vote on the third working date before the day of the election, the employee shall give notice that they desire time off, in accordance with provision 15.17, to the appropriate administrator at least two (2) days before the election.

Absence as a Witness

15.19 Employees serving as court-subpoenaed witnesses or as expert witnesses in the interest of the CSU shall seek payment of witness fees. Whenever possible, employees shall confer with the attorney requesting their appearance to determine whether certified copies of appropriate documents would be suitable and would eliminate the need for a court appearance.

15.20 An employee who is absent as a court-subpoenaed witness or expert witness in the interest of the CSU shall be paid the normal salary for the corresponding period of absence. No portion of the employee's salary shall be forfeited as the result of such an appearance; however, all court fees (except personal travel and/or subsistence payments) shall be remitted to the CSU. If an exceptional circumstance occurs whereby the employee does not remit such fees, an amount equal to the fees shall be deducted from the employee's salary. No vacation or CTO shall be used in such cases.

15.21 An employee who receives court fees in excess of regular earnings may retain the excess and need remit only an amount equal to the compensation paid the employee while on leave. If the employee chooses to retain the entire fee, then the time taken off shall be charged as vacation or CTO, and if no vacation time or CTO is available, the employee shall be docked for a period of absence.

15.22 A reasonable number of employees who are serving as witnesses at state administrative hearings to which the CSU is a party shall be provided with reasonable release time for appearance at the hearing. Such employees need not be subpoenaed and need not seek witness fees. Release time shall be provided only upon prior notification to the appropriate administrator.

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

Jury Duty

15.24 An employee who serves on jury duty shall receive their regular salary for the time spent on jury duty if they remit the amount received for such duty to the CSU. Payment for travel expenses and subsistence received by the employee need not be remitted. If the employee elects to retain the jury duty fees, their time off for jury duty is not compensable. The employee may elect to use vacation credit or CTO to cover the time off.

15.25 An hourly employee shall be eligible for time off with pay for jury duty only for those hours they were scheduled to work.

15.26 An employee who is called for jury duty shall promptly notify the appropriate administrator and shall make efforts to arrange jury duty services at a time least disruptive to their work schedule.

15.27 The employee is required to notify the appropriate administrator in writing prior to taking leave for jury duty. Verification of actual service for jury duty shall be provided by the employee when requested by the appropriate administrator.

15.28 When night jury service is required of an employee, the employee shall be allowed time off without loss of compensation for such portion of the required time that coincides with the employee's normal work schedule. Such time off shall include any necessary travel time.

15.29 For an employee summoned to jury duty during hours other than the employee's regular

and customary shift, management will endeavor to temporarily reassign the employee to a work shift that more closely coincides with the hours the employee is required to serve on jury duty, including any necessary travel time, subject to the following:

a. Cal Maritime currently maintains an appropriate work shift that utilizes the employee's classification; and

b. The operational needs of Cal Maritime permit such reassignment.

15.30 The provisions of this Article shall also apply during the jury selection process.

Military Leave

15.31 Emergency military leave, temporary military leave, and indefinite military leave shall be granted to eligible employees, in accordance with State and Federal laws.

Industrial Disability Leave

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

Catastrophic Leave Donation Program

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

The following provisions shall apply:

a. An employee, the employee's representative or the employee's family member must request the employee's participation and provide appropriate verification of illness or injury as determined by the campus President. The President shall then determine the employee's eligibility to receive donations based upon the definition provided above.

b. An incapacitated employee may elect to defer a request to participate during a period of Industrial Disability Leave eligibility.

c. Employees may donate a maximum of forty (40) hours leave credits per occurrence in increments of one (1) hour or more. Donations are irrevocable.

d. Donated leave credits may be used to supplement only Industrial Disability Leave, Non-Industrial Disability Leave or Temporary Disability payments from the State Compensation Insurance Fund upon application for these benefit(s) by an eligible employee. The total amount of leave credits donated and used may not exceed an amount sufficient to ensure the continuance of the employee's regular monthly rate of compensation.

e. The total donated leave credits shall normally not exceed an amount necessary to continue the employee for three (3) calendar months calculated from the first day of catastrophic leave within a twelve (12) month period. The President may approve an additional three (3) month period in exceptional cases. The leave should not be deemed donated until actually transferred by the campus record keeper to the record of the employee receiving leave credits.

f. For employees whose appointments have not been renewed, donated time may not be used beyond the employee's appointment expiration date in effect at the beginning of the disability.

g. Only vacation and sick leave credits may be donated.

h. Donated leave credits may not be used to receive service credit following a service or disability retirement.

i. Any exclusive representative of CSU employees may solicit leave donations from bargaining unit employees for direct transfer to employees eligible to receive such leave credits.

j. Catastrophic illness or injury may also include an incapacitated member of the employee's immediate family if this results in the employee being required to take time off for an extended period of time in order to care for the family member and the employee has exhausted both all of their accrued vacation credits and all of their accrued sick leave credits which may be used for family care in accordance with the appropriate collective bargaining agreement. Only donated vacation credits may be used for such family care catastrophic leave. Immediate family member shall be defined in accordance with the definition contained in the sick leave provisions of the collective bargaining agreement covering the recipient employee.

k. The provisions of this program shall be subject to the grievance procedure contained in the collective bargaining agreement covering the grieving employee.

Parental Leave

15.34 An employee shall be entitled to up to fifteen (15) workdays "parental leave" with pay, in a twelve (12) month period to care for a new infant(s) or adopted child(ren) up to age five (5). **Employees who initiate parental leave on or after the first day of full ratification, shall be entitled up to a maximum of fifty (50) workdays of Parental Leave, not to exceed 400 hours.** The days must be taken consecutively and shall commence within sixty (60) days upon the birth or placement of a child(ren). By mutual agreement between the President and the employee, the scheduling of this leave may be modified. Such leave shall be in addition to available sick leave and vacation. Paid parental leave granted in accordance with this provision runs concurrently with other maternity/paternity, pregnancy disability and/or family care and medical leave provisions of Article 16 for which the employee may be eligible.

15.35 In order for the employee to be entitled to parental leave, the employee must be employed with the CSU prior to the birth or placement of a child(ren) with the employee.

For Stationary Engineers Local 39, AFL-CIO

Wesley Pierce (Oct 23, 2026 13:45:32 PDT)

Wes Pierce

Business Representative

For the California State University:

Stefanie M. Gusha

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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 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 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 2025/26, all bargaining unit employees who were in active pay status (or on leave) on November 13, 2026, shall receive a one-time lump sum payment equal to 5% of their annual base pay, which will be calculated using their base pay rate as of November 13, 2026, not inclusive of any retroactive GSI's processed in fiscal year 2026/27.

Payment will be prorated based on the employee's timebase. Annual base pay does not include stipends or other special compensation received by the employee.

1. **The following is an example of a calculation: If an employee's base pay rate was $5,000 per month on November 13, 2026, and their timebase is full-time, then their one-time lump sum payment would be $3,000.**
   ((5000 * 12) * 0.05) * 1.0

2. **If an employee was active on November 13, 2026, but does not have a timebase because they are intermittent, the following formula shall be used:**

   The total number of hours worked by the employee for the twelve (12) pay periods from November 1, 2025 through October 31, 2026 divided by the number of total work hours in the twelve (12) month period of time (173.33 average state pay period hours x 12 months = 2080 hours) = FTE for twelve (12) month period.

Pursuant to CalPERS regulations, employees who were retired annuitants on November 13, 2026, will not be eligible for the one-time lump sum payment.

Pursuant to CalPERS regulations, these payments will not be considered pensionable earnings; therefore, neither the employee nor the CSU makes a CalPERS contribution on this payment.

As required by law, all standard payroll tax withholdings will still occur on this payment.

c. **<u>For fiscal year 2026/2027, effective July 1, 2026, all bargaining unit employees who are in active status (or on leave) as of that date shall receive a GSI of four percent (4%).</u>**

d. **<u>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 GSI of four percent (4%).</u>**

~~e. 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.~~

~~f. 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.

<u>Probationary Increase</u>

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

Wesley Pierce (Oct 23, 2026 13:45:32 PDT)

Wes Pierce
Business Representative

For the California State University:

Stefanie M. Gusha
Sr. Director, Collective Bargaining

ARTICLE 25

BENEFITS

Health

25.1 Eligible employees and eligible family members as defined by CalPERS shall receive health benefits offered through the CalPERS system for the life of the agreement. Payment for these benefits shall be based on rates established by the CalPERS for participating members. For the duration of this Agreement, the Employer contribution shall be based on the current formula as provided in Government Code Section 22871.

The parties acknowledge the importance of maintaining high-quality, affordable health benefits for employees, dependents, and eligible retirees, and share an interest in preserving the long-term value and stability of the health benefits program for current and future employees.

The parties further acknowledge that health care costs have continued to increase significantly over time, and that the Employer's contribution toward health benefits represents a substantial and important component of the total compensation package provided to employees.

In recognition of these shared interests, the parties agree to establish a Health Benefits Review Work Group.

Following ratification of this Agreement, the Employer shall convene the Health Benefits Review Work Group. The purpose of the Work Group shall be to promote a shared understanding of health benefit costs, enrollment trends, employee plan selection, employer contribution levels, employee out-of-pocket costs, utilization trends, and comparable public employer practices. The Work Group may also review information and options intended to support the continued availability of high-quality, affordable health benefits in a sustainable manner.

Each CSU union participating in the health benefits program may appoint up to two (2) representatives to the Work Group, provided that such representatives must be enrolled in a CSU-sponsored health benefit plan at the time of their appointment and throughout their service on the Work Group. The Employer may designate an equal number of overall representatives.

The Employer shall schedule meetings of the Work Group as appropriate to review and discuss relevant information concerning the health benefits program.

The parties may exchange information reasonably necessary to carry out the Work Group's purpose. Participation in the work group qualifies for non-reimbursable release time.

The parties acknowledge that the Work Group is advisory in nature and shall not have the authority to modify any collective bargaining agreement or alter the Employer's contribution toward health benefits during the term of this Agreement. The information developed through the Work Group may be used to assist the parties in developing a common understanding of health benefit costs and may inform future discussions regarding the health benefits program in bargaining.

The parties acknowledge that Government Code Section 22871 permits negotiations concerning Employer and Employee contributions toward the cost of health benefits and the parties may make proposals regarding benefits in successor negotiations. The parties further agree that the existing contributions shall remain unchanged at least through December 31, 2028. These acknowledgments and commitments do not otherwise alter or expand the existing rights or obligations of either party under applicable law.

Health Premium Conversion

25.2 All bargaining unit employees who contribute toward health benefits pursuant to provision 25.1 shall be entitled to participate in the CSU Health Premium Conversion Program. The terms of this program shall be determined by the CSU. All administrative costs for participation shall be paid by participating employees.

Vesting

25.3 Bargaining unit employees hired on or after July 1, 2018 and become members of CalPERS on or after July 1, 2018, shall receive the full portion of the CSU contribution payable for health benefits after retirement at age fifty-two (52) with at least ten (10) years of service credit (Government Code Section 22874.7). In addition, bargaining unit employees meeting these requirements shall be eligible for the full portion of the CSU contribution payable for basic dental plan (Government Code 22958.4).

Dental Care

25.4 For the duration of this agreement, the dental benefits provided by CSU through the insurer(s) selected by CSU for its indemnity and prepaid dental plans shall be offered to eligible employees and eligible family members as defined in provisions 25.8 and 25.9. The CSU Enhanced Level II Indemnity Dental Plan and the CSU Enhanced Prepaid Dental Plan shall be offered to eligible employees and eligible family members.

The Employer's contribution to such plans shall equal one hundred percent (100%) of the basic monthly premium.

Vision Care

25.5 Eligible employees and eligible family members as defined in provisions 25.8 and 25.9 shall be entitled to receive vision care benefits. Such benefits shall be provided by the CSU through carriers selected by the CSU. For the duration of this Agreement, the Employer's contribution shall equal one hundred percent (100%) of the basic monthly premium.

Dependent Care Reimbursement

25.6 All bargaining unit employees shall be entitled to participate in the CSU Dependent Care Reimbursement Program. The terms of this program shall be determined by the CSU and IRS Regulations. All administrative costs for participation shall be paid by participating employees.

Health Care Reimbursement

25.7 All eligible bargaining unit employees shall be entitled to participate in the CSU Health Care Reimbursement Account (HCRA) Plan. The terms of this plan shall be determined by CSU and IRS regulations. All administrative costs for participation shall be paid by participating employees.

Eligible Employees

25.8 The term "eligible employee(s)" as used in this Article shall mean an employee or employees who are appointed half-time or more for more than six (6) months. Those excluded from benefits also include intermittent employees and any employee paid wholly from funds not controlled by the CSU or from revolving or similar funds from which a regular State share payment of the insurance premium cannot be made.

Eligible Family Members

25.9 The term "eligible family members" as used in this Article shall mean the eligible employee's legal spouse and children from birth to the end of the month in which the dependent children reach age twenty-six (26). An adopted child, stepchild, or a child living with the employee in a parent-child relationship who is economically dependent upon the employee is also eligible. A disabled child over age twenty-six (26) may also be enrolled if, at the time of initial enrollment of the employee, satisfactory evidence

of such disability is presented to the carrier, consistent with the carrier's requirements. Upon attaining age twenty-six (26), a disabled child who is already enrolled may be continued in enrollment if satisfactory evidence of that disability is filed with the carrier in accordance with the carrier's criteria.

The parties agree to extend health, dental and vision benefits to registered domestic partners, as defined pursuant to section 297 et. Seq. of the Family Code, Article 9, section 22867 et. Seq. of the Government Code and section 1261 of the Health and Safety Code, of benefit eligible employees in the bargaining unit. The parties further agree that the registration of registered domestic partners of benefit eligible employees, and all other procedures and conditions required to receive health benefits as currently set forth in PERS Circular Letter 200-189-04 and Circular Letter: 600-056-19, shall also apply to the receipt of dental and vision benefits. If said PERS regulations are revised, Circular Letter 200-189-04 as amended will control the implementation of health, dental and vision benefits for the registered domestic partners of benefit eligible employees.

25.10 No provision contained in this Article shall be implemented unless and until the amount required therefore is appropriated by the Legislature and made available to the CSU for expenditures for such purposes.

Industrial Disability Leave

25.11 Upon written notification to CSU by an eligible employee, the employee may elect to supplement IDL payments with charges to the employee's accrued sick leave. Such an election shall be made no later than fifteen (15) days after the report of the injury for which the IDL is being paid.

25.12 Such supplement shall continue until the employee has exhausted the employee's accrued sick leave or until the employee provides to the CSU written notification that they wish to discontinue the supplement. Such a notice shall be provided fifteen (15) days prior to the effective date of such a discontinuation.

25.13 Such a supplement to IDL payments shall not result in the employee receiving a payment in excess of their regular salary or wage.

25.14 All payments received by an employee while on IDL shall be subject to mandatory and authorized voluntary deductions.

Non-Industrial Disability Insurance

25.15 The maximum weekly payment for eligible employees shall be two hundred and fifty dollars ($250.00).

Recreational Facilities

25.16 Full-time employees shall have access to Cal Maritime recreational facilities unless the President has determined that such access interferes with the authorized use of the facilities. A fee equal to the CSU costs may be charged. The use of Cal Maritime recreational facilities by employees shall be wholly voluntary and shall not be considered as time worked.

Information Regarding Benefits

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

Parking

25.18 An employee wishing to park at the campus shall pay the CSU parking fee in accordance with CSU campus policy. The CSU shall provide for payroll deductions for this purpose upon written authorization by the employee. If parking rates are increased in Fiscal Years **2026/2027, 2027/2028** ~~**2021/2022, 2022/2023,**~~ or ~~**2023/2024,**~~ IUOE parking rates shall not exceed those paid by students at the campus or other represented employees at the campus.

25.19 Eligible bargaining unit employees shall be entitled to participate in the CSU Pre-tax Parking Fee Deduction Plan. The terms of this program shall be determined by the CSU.

Travel Reimbursement

25.20 Employee expenses incurred as a result of travel on official CSU business shall be reimbursed in accordance with the travel reimbursement rates established by the CSU. The CSU shall provide the Union with the current travel rates. Any proposed reduction in the current rates, which affect bargaining unit members, shall be subject to the meet and confer process.

Retirement

25.21 Subject to CalPERS approval and in accordance with current retirement law, the parties agree that any Cal Maritime employee that immediately prior to the Cal Maritime transition to the CSU was enrolled in the CalPERS Tier 2 retirement plan shall become a member of the CalPERS Tier 1 retirement plan, pursuant to any and all requirements of CalPERS.

25.22 Part-time and temporary employees who do not otherwise participate in the California Public Employees Retirement System will be included in the California Department of

Human Resources' Part-Time/Seasonal/Temporary Retirement Plan (PST), a FICA-Safe Harbor Plan, in accordance with the regulations under section 3121(b) (7) (f) of the Internal Revenue Code. The total cost of the Plan will be paid by participating employees in the form of a seven and one-half percent (7.5%) pretax reduction, in accordance with section 414(h) of the Internal Revenue Code, from a participating employee's covered wages each pay period. The total cost for participation in the plan will be borne by the employee.

a. Golden Handshake

If, during the life of this agreement, the Office of the Governor and the Department of Finance advise the CSU of the availability of the early retirement program (so-called "Golden Handshake") for CSU-Loca139 represented employees, the University agrees to notify the Union and, upon written request from the Union, to meet and confer regarding said availability.

Flex Cash Plan

25.23 All employees eligible for either health insurance pursuant to provision 25.1 of the Agreement, or dental insurance pursuant to provisions 25.4 of the Agreement, shall be entitled to waive health and/or dental insurance in exchange for the following monthly payments:

1. Waive medical & dental	$140 per month
2. Waive medical only	$128 per month
3. Waive dental only	$ 12 per month

In order to participate, each employee will be required to request participation and certify that they have an alternate non-CSU insurance for the CSU insurance being waived. The terms of this program shall be determined by the CSU. All administrative cost for participation shall be paid by the participating employees.

403 (b)

25.24 Bargaining unit members shall be eligible to participate in the 403(b) program in accordance with the regulations and procedures established by CSU and in accordance with IRS regulations.

Employee Assistance Programs

25.25 Cal Maritime shall provide an Employee Assistance Program. The intent of the Employee Assistance Program is to address problems and treatment for abuse of alcohol, drugs and other personal problems.

Employees are encouraged to voluntarily participate in the Employee Assistance Program to address alcohol, drug, or other personal problems. Cal Maritime will endeavor to assist an employee's voluntary efforts related to participation in the program. As a means of correcting job performance problems, Cal Maritime may refer an employee to the Employee Assistance Program.

Upon approval, an employee undergoing treatment may use accrued sick leave, CTO, and vacation leave credits for such a purpose. Leaves of absence without pay may be granted by the President upon the recommendation of the Employee Assistance Program Coordinator if all sick leave, holiday credits, vacation and CTO have been exhausted and the employee is not eligible to use Industrial Disability Leave or Non-Industrial Disability Insurance Leave.

Medical records concerning an employee's treatment for alcoholism, drug abuse, or other personal problems shall remain confidential and shall remain separate from other personnel materials in the personnel files.

Life, Accidental Death and Dismemberment Insurance

25.26 The CSU shall provide employees with a life insurance and accidental death and dismemberment Insurance policy at no cost to the employee. This program shall provide life insurance and accidental death and dismemberment Insurance during the term of employment In the amount of ten thousand ($10,000) each for both types of coverage.

For Stationary Engineers Local 39, AFL-CIO

Wesley Pierce (Oct 23, 2026 13:45:32 PDT)

Wes Pierce

Business Representative

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, ~~**2027**~~ **2028**.

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

Wesley Pierce (Oct 23, 2026 13:45:32 PDT)

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