

## **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.

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.
- 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.