

**California State University on behalf of California State University Maritime
("CSU")
&
IUOE – Stationary Engineers, Local 39 ("IUOE" or "Local 39")**



**2021 Contract Negotiations
Comprehensive Tentative Agreement**

This document represents the comprehensive tentative agreement between CSU and Local 39.

All Articles and Provisions not specifically included below shall maintain current contract language.

All proposals not specifically included below shall be deemed withdrawn by their respective Party.

Tentative Agreement: Date: 10/15/2021

CSU:  Local 39: 


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. July 4
- d. First Monday in September (Labor Day)
- e. [November 11 \(Veterans Day\)](#)
- e.f. Thanksgiving Day
- f.g. Cesar Chavez Day

2021 Contract Negotiations
Comprehensive Tentative Agreement

Tentative Agreement: Date: 10/15/2021 CSU (initials): DS Local 39 (initials): 

~~g.h.~~ December 25

~~h.i.~~ 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 (Washington's Birthday)
- b. February 12 (Lincoln's Birthday)
- c. Last Monday in May (Memorial Day)
- d. Admission Day
- e. Second Monday in October (Columbus Day)

~~f. November 11 (Veterans Day)~~

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. ~~A Cal Maritime employee who took a Personal Holiday between January 1, 1995 and June 30, 1995 shall not be entitled to another Personal Holiday until January 1, 1996.~~

ARTICLE 14

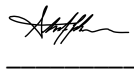
VACATION

14.2 Vacation Schedule

- a. Service requirements below are in terms of full-time service. Vacation accrual shall be pro rata for employees who work less than full-time. State service credited by Cal Maritime to an employee on June 30, 1995 shall be transferred to the Cal Maritime, CSU system on July 1, 1995 for the purposes of this Article.

Vacation Accrual Per Monthly Pay Period

2021 Contract Negotiations
Comprehensive Tentative Agreement


Tentative Agreement: Date: 10/15/2021 CSU (initials): DS Local 39 (initials): 

Service Requirements	DAYS	(Hourly Equivalent of Days)
1 Month to 3 Years	5/6	6-2/3
37 Months to 6 Years	1-1/4	10
73 Months to 10 Years	1-5/12	11-1/3
121 Months to 15 Years	1-7/12	12-2/3
181 Months to 20 Years	1-3/4	14
241 Months to 25 Years	1-11/12	15-1/3
301 Months and Over	2	16

- b. For purposes of computing vacation accrual, an employee who works eleven (11) or more days in a monthly pay period is considered to have completed a month of service.
- c. An authorized leave of absence without pay shall not be considered service for the purpose of vacation accrual.
- d. Vacation accrual is cumulative to a maximum of two hundred and seventy-two (272) working hours for ten (10) or less years of qualifying service, or three hundred and eighty-four (384) working hours for more than ten (10) years of such service. Accrual in excess of this amount as of January 1 of each year shall be forfeited by the employee. The President may permit an employee to carryover more than the allowable accrual when the employee was prevented from taking enough vacation to reduce the accrual because the employee (1) was required to work as a result of fire, flood, or other extreme emergency; (2) was assigned work of priority or critical nature over an extended period of time; (3) was absent on full or partial salary for compensable injury; or (4) was prevented from using accrued vacation previously scheduled to be taken in December because of being on paid sick leave.
- e. ~~Accumulated vacation earned and accrued by employees at Cal Maritime shall be transferred to the Cal Maritime, CSU system as of July 1, 1995.~~

~~Notwithstanding provision 14.2 d above, employees who transfer more than two hundred (200) hours vacation credit to the Cal Maritime, CSU system, may accrue a maximum of four hundred (400) hours of vacation credit as of January~~

2021 Contract Negotiations
Comprehensive Tentative Agreement

Tentative Agreement: Date: 10/15/2021 CSU (initials): DS Local 39 (initials): 

~~1, 1996 and January 1, 1997. Vacation hours in excess of four hundred (400) hours shall be forfeited on January 1, 1996 and January 1, 1997. As of January 1998, the maximum vacation accrual for such employees shall be in accordance with provision 14.2 d above.~~

~~fe.~~ Requests for scheduling vacation shall be submitted in writing at least thirty (30) days in advance. If a conflict arises when two (2) or more employees request the same vacation dates, the conflict will be resolved, prior to approval of a request, on the basis of length of service at Cal Maritime, provided that operational needs are met. In the event Veterans Day is rescheduled for observance on another day by the President pursuant to Article 13.2, consideration shall be given for multiple employee requests to use vacation the day the holiday is normally observed - provided that operational needs can be met. If an employee submits a vacation request for three (3) days or less with less than thirty (30) days notice, such request will be approved subject to operational needs.


~~gf.~~ Vacations shall be scheduled by mutual agreement. Vacations shall be taken only as authorized. Vacations will be canceled only when operational needs require it.

~~hg.~~ Upon separation from service without fault on the employee's part, an employee is entitled to a lump sum payment as of the time of separation for any unused or accumulated vacation. Such sum shall be computed by projecting the accumulated time on a calendar basis so that the lump sum will equal the amount that the employee would have been paid had they taken the time off, but not separated from service.

~~14.3 — Accumulated annual leave balances of bargaining unit members shall be transferred to the Cal Maritime, CSU system as of July 1, 1995 and shall be credited to vacation and/or sick leave accounts in the amounts determined by each affected employee. Such a determination must be made by the employee within 30 days from the effective date of this Agreement. Prior to such a determination, annual leave may be used as vacation or sick leave in accordance with this Article or Article 15, respectively.~~

~~14.4 — Accumulated Personal Leave balances of bargaining unit members shall be transferred to the Cal Maritime, CSU system as of July 1, 1995. Accumulated Personal Leave shall be maintained in a separate leave account and shall not be subject to provision 14.2 d above. Personal Leave credits may be used in the same manner as vacation leave~~

2021 Contract Negotiations
Comprehensive Tentative Agreement

Tentative Agreement: Date: 10/15/2021 CSU (initials): DS Local 39 (initials): 

~~credits in accordance with this Article.~~

~~14.5 — At the discretion of Cal Maritime, all or a portion of unused Personal Leave credits may be cashed out at the employee's salary rate at the time the Personal Leave payment is made. Upon termination from the Cal Maritime, CSU system employment, the employee shall be paid for unused Personal Leave credits in the same manner as vacation. Cash out or lump sum payment for any Personal Leave credits shall not be considered as "compensation" for the purposes of retirement.~~

ARTICLE 15


LEAVES OF ABSENCE WITH PAY

Sick Leave

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.

2021 Contract Negotiations
Comprehensive Tentative Agreement

Tentative Agreement: Date: 10/15/2021 CSU (initials): DS Local 39 (initials): 

ARTICLE 24

SALARY

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 ~~2017/2018~~2021/2022 and effective July 1, ~~2017-2021~~ all bargaining unit employees in active pay status, or on leave as of that date, shall have their individual salary rate increased by three ~~point eleven~~ percent (~~3.11%~~3.0%).
- b. For fiscal year ~~2018/2019~~2022/2023 ~~and effective July 1, 2018 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%)~~ the Union shall have the option to re-open negotiations on Articles 24 and 25 (Salary and Benefits) by providing a written request to CSU no sooner than June 1, 2022, and later than August 31, 2022.
- c. For fiscal year ~~2019/2020~~2023/2024 ~~and effective July 1, 2019 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%)~~ the Union shall have the option to re-open negotiations on Articles 24 and 25 (Salary and Benefits) by providing a written request to CSU no sooner than June 1, 2023, and later than August 31, 2023.

~~Effective July 1, 2017,~~The salary scale maximums for all classifications shall be increased by ~~five percent (5%)~~the amount of General Salary Increases. ~~Thereafter,~~ 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

2021 Contract Negotiations
Comprehensive Tentative Agreement

Tentative Agreement: Date: 10/15/2021 CSU (initials): DS Local 39 (initials): 

Office to undertake the processing necessary to implement the terms of this Agreement in as timely a manner as possible.

Recognition Bonus

~~24.5 — Following the ratification of this Collective Bargaining Agreement by the CSU Board of Trustees, there shall be a one-time bonus payment of six hundred and fifty (\$650) dollars for each employee on active pay status, or on leave, as of the date of ratification. Payments shall be made pro rata for employees in less than full-time (1.0) appointments.~~

Asbestos Handling Pay Differential


[new] 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

[new] Employees who have been required by the CSU to undergo training in asbestos abatement and handling as defined in [. . .] 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.

[new] Employees who have been required by the CSU to undergo training in order to maintain or renew the certifications described in provision [. . .] 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.

2021 Contract Negotiations
Comprehensive Tentative Agreement

Tentative Agreement: Date: 10/15/2021 CSU (initials): DS Local 39 (initials): 

[new] For the purpose of provisions [. . .] and [. . .] above, training in asbestos abatement must be either EPA-certified or CAL-OSHA approved.

Supplemental Assignment Stipend

[new] 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.
- d. 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.

ARTICLE 25


BENEFITS

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 Section 22958.4). ~~To the extent that a change in legislation is required to implement this provision, IUOE agrees to support the legislative changes necessary to give effect to this agreement.~~

2021 Contract Negotiations

Comprehensive Tentative Agreement

Tentative Agreement: Date: 10/15/2021 CSU (initials): DS Local 39 (initials): 

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.

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 shall not be are increased in Fiscal Years 2017/2018, 2018/2019, 2021/2022, 2022/2023 -and/or 2019/2020/2023/2024, 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.

2021 Contract Negotiations
Comprehensive Tentative Agreement

Tentative Agreement: Date: 10/15/2021 CSU (initials): DS Local 39 (initials): 

ARTICLE 27

APPRENTICESHIP PROGRAM

27.1 The campus shall contribute to the IUOE Apprenticeship Training Fund to provide a training program for both journey level employees who wish to improve their skills and apprentices entering the field. During the term of this Agreement, the contribution will be paid by the campus during January of each year. For all Local 39 employees on the payroll as of January 1 of each year, the contribution will be five-eight hundred dollars (~~\$500~~800.00).

~~Local 39 will provide onsite training for Fork Lifts and Aerial lifts for all unit members at no additional cost, no more than once annually~~

ARTICLE 29

HEALTH & SAFETY


[new] If an employee is recommended to wear safety goggles by their appropriate administrator, and that employee purchases their own safety goggles with prescription lenses that meets or exceed ANSI standards for their use at the Cal Maritime, then Cal Maritime shall reimburse the employee up to a maximum of \$200.

Safety goggles must include fixed side shields to be eligible for reimbursement.

Such reimbursement must be supported by a receipt, and reimbursement shall be paid only for purchases made after the date of this agreement.

Employees may request reimbursement once bi-annually subject to approval of the appropriate administrator.

2021 Contract Negotiations
Comprehensive Tentative Agreement

Tentative Agreement: Date: 10/15/2021 CSU (initials): DS Local 39 (initials): 

APPENDIX A

SALARY SCHEDULE

The current salary schedule can be found at:

<http://calstate.edu/HRAdm/SalarySchedule/salary.aspx>
<https://www2.calstate.edu/csu-system/careers/compensation/Pages/salary-schedule.aspx>

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, ~~2020~~2024.

MEMORANDUM OF UNDERSTANDING

The CSU shall commence a classification and compensation study for all classifications covered by the IUOE CBA within ninety (90) days of ratification of this CBA. The CSU shall endeavor to complete the classification and compensation study no later than the start of Fiscal Year 2022/2023. CSU will provide IUOE with notice and a draft copy of any proposed changes to classification and qualification standards and/or compensation for Unit 10 classification(s). IUOE may demand to bargain over any reasonably foreseeable impacts within sixty (60) days of the notice.