IUOE Successor Contract Negotiations
CSU/2 Package Proposal
11/1/17
11:55 am

For CSU: [illegible] 11/1/17

Article	Current Status	Notes
Article 1 (Recognition)	CCL	
Article 2 (Definitions)	CCL	
Article 3 (Effect of Agreement)	CCL	
Article 4 (Union Rights)	CCL	
Article 5 (Management Rights)	CCL	
Article 6 (Contracting Out)	CCL	
Article 7 (Concerted Activities)	CCL	
Article 8 (Non-Discrimination)	TA CSU/1 (7/11/17)	
Article 9 (Grievance Procedure)	CCL	
Article 10 (Corrective Action)	CCL	
Article 11 (Hours of Work)	CCL	
Article 12 (Overtime)	IUOE Proposal (10/17/17- 1:14 p.m.)*	*With noted table changes.
Article 13 (Holidays)	CCL	
Article 14 (Vacations)	CCL	
Article 15 (Leaves of Absence with Pay)	IUOE Proposal (10/17/17- 1:14 p.m.)*	*With noted table changes.
Article 16 (Leaves of Absence w/o Pay)	TA CSU/1 (8/10/17)	Total Tentative Agreement Reached 11/1/17 12:25pm
Article 17 (Appointment)	CCL	
Article 18 (Probationary Period)	CCL	

IUOE Successor Contract Negotiations
CSU/2 Package Proposal
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Article 19 (Evaluation)	CCL
Article 20 (Personnel Files)	CCL
Article 21 (Employee Rights)	CCL
Article 22 (Assignment/Reassignment)	CCL
Article 23 (Outside Employment)	CCL
Article 24 (Salary)	CSU/3 (11/01/17)
Article 25 (Benefits)	CSU/2 (11/01/17)
Article 26 (Uniforms)	TA CSU/2 (8/10/17)
Article 27 (Apprenticeship Program)	TA CSU/1 (7/11/17)
Article 28 (Training and Development)	CCL
Article 29 (Health and Safety)	CCL
Article 30 (Layoff)	CCL
Article 31 (Duration and Implementation)	CSU/1 (8/10/17)
Appendix A (Salary Schedule)	CCL
Appendix B (Work Group Table)	CCL
Side Letter: MOU Re: New Employee Orientation	CSU/1 (10/17/17)

*Parties also agree to general language changes ("Cal Maritime" & gender neutral contractual language) (8/10)

ARTICLE 1

RECOGNITION

1.1 The Trustees of the California State University do hereby recognize the International Union of Operating Engineers, Stationary Engineers (IUOE), Local 39, AFL-CIO, as the sole and exclusive representative of all employees at the California Maritime Academy (CMA) whose California State University (CSU) classifications are set forth below:

Class Title

CMA Able Seaman
CMA Automobile Mechanic
CMA Automotive Equipment Operator I
CMA Automotive Equipment Operator II
CMA Building Maintenance Worker
CMA Carpenter I
CMA Carpenter II
CMA Carpenter Apprentice
CMA Facility Worker
CMA Lead Groundskeeper
CMA Groundskeeper
CMA Locksmith
CMA Maintenance Mechanic
CMA Materials and Stores Specialist
CMA Motor Vessel Engineer
CMA Electrician I
CMA Electrician II
CMA Electrician Apprentice
CMA Painter I
CMA Painter II
CMA Painter Apprentice
CMA Pest Control Technician
CMA Plumber I
CMA Plumber II
CMA Plumber Apprentice
CMA Chief Engineer
CMA Stationary Engineer
CMA Stationary Engineer Apprentice
CMA Warehouse Worker
CMA Skilled Laborer

1.2 The parties may mutually agree in writing to modify the unit to include or delete classification(s). If the parties disagree as to the inclusion or deletion of classification(s), either party may seek a unit modification pursuant to the procedures established by the Public Employment Relations Board.

1.3 CMA employees not represented by IUOE shall not perform work regularly assigned to employees represented by the IUOE except in the following circumstances:

a) for training purposes

b) in an emergency

c) for routine maintenance in their own residences by employees living on premises.

1.4 Student Assistants may be assigned duties, which fall within bargaining unit classifications, pursuant to the restrictions of the Student Assistant Program, and may not be used to replace bargaining unit employees.

ARTICLE 2

DEFINITIONS

2.1 Administrator - The term "administrator" as used in this Agreement refers to an employee serving in a non-bargaining unit position designated as management and/or supervisory.

2.2 Bargaining Unit - The term "bargaining unit" as used in this Agreement refers to the bargaining unit defined in Article 1, Recognition.

2.3 Calendar Year - The term "calendar year" as used in this Agreement refers to the period of time from January 1 through December 31.

2.4 Campus - The term "campus" as used in this Agreement refers to the California Maritime Academy (CMA) and all its facilities, or one university or college and all its facilities, which is a member institution of The California State University. The term "campus" shall also refer to the Office of the Chancellor, when appropriate.

2.5 Chancellor - The term "Chancellor" as used in this agreement refers to the chief executive officer of the CSU or his/her designee.

2.6 CSU - The term "CSU" as used in this Agreement refers collectively to the Trustees, the Office of the Chancellor, and the universities and colleges.

2.7 Day - The term "day" as used in this Agreement refers to a calendar day.

2.8 Emergency - The term "emergency" as used in this Agreement means a sudden, unexpected happening; an unforeseen occurrence or condition requiring immediate action.

2.9 Employee - The term "employee" as used in this Agreement refers to a bargaining unit member who is a full-time employee, a part-time employee, a probationary employee, a permanent employee, or a temporary employee or an apprentice employee.

a. Full-Time Employee - The term "full-time employee" as used in this Agreement refers to a bargaining unit employee who is serving in a full-time appointment.

b. Part-Time Employee - The term "part-time employee" as used in this Agreement refers to a bargaining unit employee who is serving in less than a full-time appointment.

c. Probationary Employee - The term "probationary employee" as used in this Agreement refers to a full-time bargaining unit employee who has received a probationary appointment and is serving a period of probation.

d. Permanent Employee - The term "permanent employee" as used in this

Agreement refers to a bargaining unit employee who has been awarded permanent status and is serving in a permanent appointment.

e. Temporary Employee - The term "temporary employee" as used in this Agreement refers to a bargaining unit employee who is serving in a temporary appointment for a specified period of time.

f. Apprentice Employee - The term "apprentice employee" as used in this Agreement refers to a bargaining unit employee who is serving in a certified apprentice program at the CMA and is serving in an apprentice position for a specified period of time.

2.10 Fiscal Year - The term "fiscal year" as used in this Agreement refers to the period of time from July 1 through June 30.

2.11 Parties - The term "parties" as used in this Agreement refers to the CSU and the International Union of Operating Engineers, Stationary Engineers, Local 39, AFL-CIO.

2.12 President - The term "President" as used in this Agreement refers to the chief executive officer of a university or college or his/her designee. The term "President" shall also refer to the Chancellor or his/her designee, when appropriate.

2.13 Trustees - The term "Trustees" as used in this Agreement refers to the Board of Trustees of the CSU.

2.14 Union - The term "Union" as used in this Agreement refers to the International Union of Operating Engineers (IUOE), Stationary Engineers, Local 39, AFL-CIO, exclusive bargaining representative.

2.15 Union Representative - The term "Union Representative" as used in this Agreement refers to a person who has been officially designated in writing as the Union Representative.

2.16 Workday - The term "workday" as used in this Agreement refers to the hours an employee is scheduled for work on any one calendar day.

2.17 Work time - The term "work time" as used in this Agreement refers to time spent in compensated employment except time spent on all paid disability leaves and workers' compensation.

ARTICLE 3

EFFECT OF AGREEMENT

3.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union each voluntarily relinquishes and waives the right, and each agrees that the other shall not be obligated at any time during and throughout the term of this Agreement, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

3.2 This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings, policies, and prior practices related to matters included within this Agreement. It is understood that, in the absence of a specific expressed provision in this Agreement to the contrary, all CSU policies and procedures are at the discretion of the Employer.

3.3 The CSU shall provide notification to the Union of proposed changes in written systemwide policies affecting wages, hours and conditions of employees in the bargaining unit during the term of this Agreement. Whenever possible, such notice shall be prior to the implementation of changes in such policies. Upon written request of the Union, the CSU shall meet and confer regarding the impact of such changes on the bargaining unit.

Savings Clause

3.4 If any provisions of the Agreement are held to be contrary to law by a court of competent jurisdiction or governmental administrative agency having jurisdiction over the provisions, such provisions will be considered invalid except to the extent permitted by law, but all other provisions of the Agreement shall remain in full force and effect.

Any such invalidated provision shall, at the request of either party, be subject to negotiation between the parties but in no event shall the result of such negotiations circumvent the law.

ARTICLE 4

UNION RIGHTS

4.1 The Union shall have the right, upon providing reasonable advance notice to the appropriate administrator, to reasonable use of CMA facilities, not otherwise in use, including plant operations shop areas and boathouse areas. Use of CMA areas shall be at no cost. The Union shall bear the actual cost incident to such use including, but not limited to, set up, cleaning and overtime. The Union agrees that use of CMA facilities shall be restricted to union meetings and training workshops. The Union further agrees that the activities shall be restricted to non-work time and shall not interfere with CMA programs. Nothing contained herein shall guarantee to the Union the use of CMA facilities if no such facilities are available, or the use of facilities which require the payment of fees.

4.2 The Union shall bear the cost of all CMA materials and supplies incident to any union meeting or union business conducted at the CMA.

4.3 Intra-campus mail service shall be available for union business. Reasonable use of CMA mail facilities shall be provided at no cost to the Union for communicating with bargaining unit members. The Employer shall be held harmless for the delivery and security of such mail and the Employer shall not bear the cost of moving union mail through the U. S. Postal Service or any private commercial delivery system. Such mailings must be of a reasonable size and volume and prepared by the Union in accordance with CMA mail policy. The term "no cost" as used in this Article shall be exclusive of actual overtime costs or extraordinary clean-up costs incurred by the CSU in complying with the provisions of this Article. Such costs shall be borne by the Union. When a meeting request is submitted and the Union inquires, the CSU shall inform the Union whether or not costs shall be charged.

4.4 The Employer shall provide an open-faced mailbox or equivalent at the CMA Department of Plant Operations and the boathouse facilities. The Employer shall determine the location of such mailboxes and shall not be required to bear the cost of providing such mailboxes.

4.5 The Union shall have the use of a designated bulletin board in the CMA Plant Operations Department and boathouse facility for the posting of union material. Such a bulletin board shall be visible, accessible to employees.

4.6 All postings and mailings shall be delivered to the appropriate administrator(s) within a reasonable period of time of the posting and shall indicate complete union identification and dates.

4.7 The CMA Human Resources Office shall provide to the Union, upon written request, a written notice of new employees hired into the unit. The notice shall include the name and classification of each employee. Home addresses of new hires shall be provided to the Union unless the employee requests in writing that the Union not receive his/her address. Human Resources shall provide to the Union an annual

written notice of employees who have terminated their employment and an annual list of employees who are on a leave of absence of over one (1) month. These notices shall be provided in a timely manner.

4.8 The Union will provide the CMA and the Office of the Chancellor with a written list of designated union stewards and union representatives. Changes to the list shall be brought to the attention of the CMA and Office of the Chancellor as soon as possible and confirmed in writing in a timely manner.

4.9 The Union shall be granted a reasonable amount of release time for purposes of official meet and confer sessions with the Employer. Not more than three (3) employees shall be provided with release time for official meet and confer sessions unless the parties mutually agree otherwise. The Union shall provide the Chancellor's Office with the names of the employees requiring release time with sufficient notice prior to the commencement of the meet and confer session(s). In case(s) of an emergency, the Employer may deny release time for a particular employee. The Union reserves the right to postpone the meeting(s) in those circumstances. Additional release time may be provided on an individual basis to meet special needs related to work schedules and travel requirements.

4.10 Upon written request to the Office of the Chancellor, the Union shall be provided with specifically identified information on wages, hours, and working conditions related to negotiations. Such information shall be provided within a reasonable period of time. The Union may be required to bear the cost of such information, if there is a cost associated. It is understood that this Article shall not be construed to require the CSU to develop or compile any information or data in a form not already compiled.

4.11 Union business involving employees shall be conducted during non-work time except as provided for elsewhere in this Agreement. Union business shall not interfere with CMA programs or operations.

4.12 The appropriate administrator shall be notified of the presence of union representatives and officers who are not CMA employees either upon arrival at the CMA or by telephone in advance of arrival.

4.13 An employee shall not suffer reprisals for participating in union activities.

4.14 It is the intent of this Article to provide for payroll deduction of dues for the Union members to be deducted from their pay warrants insofar as permitted by law. The CSU agrees to deduct and transmit to IUOE all authorized deductions from all IUOE members within the unit who have signed approved authorization cards for such deduction on a form provided by IUOE, less necessary administrative costs incurred by the State of California.

4.15 The amount of dues deducted from IUOE's members' pay warrants shall be set by IUOE and changed by the CSU upon written request of IUOE.

4.16 Employees shall be free to join and participate in the Union or not to join and participate in the Union.

4.17 IUOE agrees to indemnify, defend, and hold the CSU harmless against any claim made of any nature and against any suit instituted against the CSU arising from its payroll deduction for IUOE dues and deductions.

4.18 The written authorizations for IUOE dues deduction shall remain in full force and effect during the life of this Agreement provided, however, that any employee may withdraw from IUOE by sending a withdrawal letter to IUOE within thirty (30) calendar days prior to the expiration of this Agreement.

4.19 Upon movement of an employee out of the bargaining, the employee may elect to withdraw from IUOE.

ARTICLE 5

MANAGEMENT RIGHTS

5.1 The CSU retains and reserves unto itself, without limitation, whether exercised or not, all powers, rights, authorities, duties, and responsibilities which have not been specifically abridged, delegated or modified by this Agreement.

ARTICLE 6

CONTRACTING OUT

6.1 The decision to contract out work is the prerogative of the Employer. When determining whether or not to contract out work, the CMA shall make every reasonable effort to perform normal bargaining unit work with bargaining unit employees.

6.2 The CSU shall notify the Union regarding contracting out work on a long-term basis. When possible, notification shall be prior to implementing a contract. The Union may request to meet and confer on the impact of bargaining unit work being contracted out on a long-term basis. The CSU shall meet with the Union for this purpose within thirty (30) days of such a request.

ARTICLE 7

CONCERTED ACTIVITIES

No Strike

7.1 During the term of this Agreement, neither the IUOE nor its agents, for any reason, will authorize, institute, aid, condone or engage in a work slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the CMA or the CSU.

7.2 IUOE agrees to notify all of its officers, representatives and staff of their obligation and responsibility for maintaining compliance with this Article, and to encourage employees violating this Article to return to work.

7.3 Employees shall not engage in strikes or other concerted activity.

No Lockout

7.4 No lockout of bargaining unit employees shall be instituted by the CMA or the CSU during the term of this Agreement.

7-11-17 TA 3:11pm

TA 2:09pm 7/11/17

CSV:

CSU1
BU 10
5/31/17
10:11am

ARTICLE 8

NON-DISCRIMINATION

8.1 ~~It is the policy of the~~ The CSU ~~to~~ prohibits discrimination ~~against bargaining unit employees~~ on the basis of *age, disability,* (physical and mental), race or ethnicity (including color or ancestry), Gender, Gender Identity or Expression, Nationality, Religion, Religious Creed, ~~national origin, sex,~~ Sexual Orientation ~~preference, marital status, pregnancy,~~ ~~*age, disability,*~~ Genetic Information, Medical Condition, and ~~or covered~~ Veteran~~'s~~ or Military status. All terms used herein are consistent with the definitions provided in Executive Order 1096 (Revised), Technical Letters HR 2004-12, HR EEO 2011-02 or their successors. ~~This shall not be subject to *Article 9, Grievance Procedure.* Allegations of discrimination by bargaining unit employees shall be subject to the complaint resolution procedure provided in CSU Executive Order 928.~~

8.2 An employee, who alleges discrimination in violation of a CSU systemwide non-discrimination and/or anti-harassment policy, shall file a complaint under the procedure described in Executive Order 1096 (Revised), or in any superseding executive order, if applicable. An employee may, at any time, file a complaint regarding the same incident with the Equal Employment Opportunity Commission and/or the Department of Fair Employment and Housing in accordance with state and federal law.

8.3 IUOE and CSU agree that the intent of Article ~~19~~ 8, Section ~~19~~ 8.2, is that employees who allege discrimination in violation of CSU's systemwide nondiscrimination policy shall file complaint(s) under the procedure set forth in Executive Order 1096 (Revised), or any succeeding Executive Order. It is understood that such discrimination complaints are not grievable under *Article 9, Grievance Procedure.*

table change 10:15am 5/31/17

Whistleblowing

8.4 An employee, who wishes to file a disclosure of an improper governmental activity and/or a significant health or safety threat, shall file a complaint under the procedure described in Executive Order 929, or in any superseding executive order, if applicable.

8.5 An employee, who alleges suffering of retaliation for making a protected disclosure of an improper governmental activity and/or a significant health or safety threat, shall file a complaint under the procedure described in Executive Order 1058, or in any superseding executive order, if applicable.

ARTICLE 9

GRIEVANCE PROCEDURE

Definitions

9.1 Grievance - The term "grievance" as used in this Article refers to a written allegation that there has been a violation, misapplication, or misinterpretation of a specific term(s) of this Agreement. In no event may a grievance be based on an event or circumstances arising from an event that took place prior to the effective date of this agreement.

9.2 Grievant - The term "grievant" as used in this Article shall mean a bargaining unit employee(s), excluding temporary employees employed for less than thirty consecutive days, who alleges in a grievance that he/she has been directly wronged by the alleged violation, misapplication, or misinterpretation of the specific term of this Agreement. The term grievant may also refer to the Union when alleging a violation of union rights as provided for in this Agreement.

9.3 Immediate Supervisor - The term "immediate supervisor" as used in this Article refers to the appropriate non-bargaining unit supervisory or management person to whom the employee is accountable.

9.4 Representative - The term "representative" as used in this Article shall be an employee or representative of the Union who at the grievant's request may be present at Levels I through III. Representation of the employee at Level IV shall be by a Union Representative only.

9.5 Respond and File - The terms "respond" and "file" as used in this Agreement refer to personal delivery or deposit in the U. S. mail, postage prepaid. If mail delivery is used, it shall be by certified, return receipt requested mail and the date mailed shall establish the date of response or filing. If personal delivery is used, the calendar date of delivery shall establish the date of response or filing.

Level I - Informal Review

9.6 a. The informal review procedure is provided to encourage the informal resolution of grievances at the lowest possible level. Before filing a formal written grievance, the employee shall attempt to resolve the problem by an informal conference with the Plant Operations Director or appropriate administrator no later than fourteen (14) days after the event giving rise to the problem or no later than fourteen (14) days after the employee knew or should have known of the event giving rise to the complaint.

b. The Plant Operations Director or appropriate administrator shall provide an

answer to the employee no later than ten (10) days after the Level I meeting.

c. A resolution of the problem at the informal level shall not be precedent setting.

Level II - Formal

9.7 a. If the problem is not resolved through Level I informal discussions, the employee may file a Level II grievance with the President or the President's designee no later than fourteen (14) days after receipt of the response at Level I. The grievant shall state clearly and concisely on a grievance form provided by the CSU:

1) the specific terms(s) of the Agreement alleged to have been violated;

2) a description of the grounds of the grievance including names, dates, places, and times necessary for an understanding of the facts of the grievance;

3) the remedy sought;

4) the name, classification, signature, and address of the grievant;

5) the name and mailing address and telephone number of the grievant's representative, if any; and

6) the date of submission.

b. The President or the President's designee shall hold a meeting with the grievant and the grievant's representative, if any, at a mutually acceptable time and location within seven (7) days of receipt of the grievance. The President or the President's designee shall respond in writing to the grievant within twenty-one (21) days of the Level II meeting.

c. The parties shall present at Level II all issues and evidence known or which could have been reasonably known that are related to the grievance. Allegations may not be modified after completion of Level II procedures.

Level III

9.8 a. In the event the grievance is not settled at Level II, the grievant may file a written request for review with the Office of the Chancellor no later than fourteen (14) days after receipt of the Level II response. The grievant shall attach a copy of the Level I response, if any, and the Level II response together with any documents presented at these levels.

b. A designated individual in the Office of the Chancellor and the representative of the grievant shall schedule a conference at the Office of the Chancellor for

the purpose of reviewing the matter within fourteen (14) days of the receipt of the Level III appeal.
The designated individual in the Office of the Chancellor shall respond no later than twenty-one (21) days after the conference.

c. If the grievance has not been settled at Level III, the Union alone may, no later than thirty (30) days after receipt of the Level III response, file a request for arbitration by giving notice to that effect by certified mail, return receipt requested, directed to Labor Relations, Office of the Chancellor.

Level IV

9.9 The arbitration procedure shall be conducted in accordance with the rules of the American Arbitration Association, subject to the provisions below.

The Union and the Office of the Chancellor shall either agree mutually on an acceptable arbitrator or shall jointly request the American Arbitration Association to supply a list of names pursuant to its rules. Upon receipt of the names of proposed arbitrators, the parties shall alternately strike names from the list until one (1) name is ultimately designated as the arbitrator. The decision as to which party strikes first shall be determined by lot.

9.10 If an arbitrability question exists, the arbitrator shall determine the arbitrability question prior to hearing the merits of the grievance. The arbitrator may proceed to hear the merits of the grievance prior to meeting the requirements of provision 9.12 below.

a. When the grievance is found not arbitrable, the grievance shall be deemed null and void.

b. When the grievance is found to be arbitrable, the arbitrator shall hear the merits of the grievance.

c. Provision 9.10 above shall not prohibit the parties from mutually agreeing to a second arbitration hearing on the merits of the grievance or from mutually agreeing to select a second arbitrator to hear the merits of the grievance.

9.11 The arbitrator's award shall be in writing and shall set forth his/her findings, reasoning, and conclusions on the issue(s) submitted.

9.12 It shall be the function of the arbitrator to rule on the specific grievance. The arbitrator shall be subject to the following limitations:

a. The arbitrator's award shall be based solely upon the evidence and arguments appropriately presented in the hearing and upon any post-hearing briefs.

b. The arbitrator shall have no power to alter, add to, detract from, or amend the

provisions of this Agreement.

c. The arbitrator shall not consider any issue not raised by the parties at Level III of this Article. The arbitrator shall not consider any evidence which was known or reasonably should have been known and not raised by the parties at Level III of this Article.

d. Under no circumstances may an arbitrator make an award that substitutes the arbitrator's judgment for the President's judgment or business decisions in areas of professional discretion.

e. The award of the arbitrator may or may not include back pay. Any back pay award shall not exceed one (1) year's salary less any compensation that the employee received, including unemployment compensation. Under no circumstances may interest be included in the award.

f. The standard of review for the arbitrator is whether the CSU violated, misapplied, or misinterpreted a specific term(s) of this Agreement.

9.13 The arbitrator's award shall be final and binding on both parties.

9.14 A witness who is an employee shall be excused from work time to appear at an arbitration hearing with no loss of pay. Other expenses of any witness called before the arbitrator shall be borne by the party calling the witness.

9.15 Each party shall bear the expense of preparing and presenting its own case. The cost of arbitration, excluding advocate, unilateral withdrawal, postponement, or cancellation fee, shall be borne equally by the parties.

9.16 The process to schedule a grievance for an arbitration hearing shall be initiated by a written request from the representative of the Union to the designated individual in the Office of the Chancellor. The request shall be for the parties to select an arbitrator pursuant to provision 9.9 above.

9.17 Grievances with continuing financial back pay liability shall be scheduled in chronological order for arbitration prior to the scheduling of grievances with no continuing financial back pay liability. The parties recognize that from time to time it may be in the interest of both parties to schedule by mutual agreement cases for arbitration in other than chronological order. Absent such mutual agreement, arbitration hearings shall be scheduled in the same chronological order in which each case was appealed to arbitration.

9.18 Any grievance filed into arbitration shall be considered withdrawn by the Union if it has not been scheduled within nine (9) months of the filing to arbitration from Level III. Within the nine (9) months the parties shall confirm with an arbitrator that a hearing date has been set.

General Provisions

9.19 Wherever a time limit is provided by this Article, the parties may extend the period only by mutual consent.

9.20 When hearings or meetings are held under this Article on CSU time, unit members who are entitled to attend hearings, or who are called as witnesses by a party, shall be excused for that purpose from other duties without loss or penalty.

9.21 No reprisals shall be taken against any unit member for the filing and processing of any grievance.

9.22 In cases where it is necessary for the grievant or his/her representative to have access to information for the purpose of investigating a grievance, the grievant or his/her representative shall make a written request for such information to the appropriate administrator a reasonable amount of time before such information is needed. The appropriate administrator shall provide such information to the requesting party within a reasonable amount of time after the request for the information is made.

9.23 A grievance settled prior to arbitration shall be binding only as to that particular grievance and shall not be precedent setting.

9.24 By mutual agreement, the parties may consolidate grievances on similar issues at any level of the grievance procedure.

9. 25 By mutual agreement, a grievance may be filed at the step at which the authority to resolve the grievance resides.

9.26 Prior to filing a grievance, the potential grievant and representative, if any, shall each be provided with one (1) hour release time for grievance preparation and reasonable time for grievance presentation at the Informal Review.

9. 27 After the grievance has been filed, a representative and the grievant shall be provided reasonable release time for the purpose of preparation and presentation of the grievance.

9. 28 The procedures for securing release time for grievance processing shall be:

a. Representatives and potential grievants shall contact the Director of Plant Operations or designee or appropriate administrator if release time is required.

b. The Director of Plant Operations or designee or appropriate administrator shall grant the contractually specified release time after considering the needs of the operation of the CMA.

c. Requests for release time shall include whom the representative or potential grievant desires to see; the time and location; and the estimated duration of the meeting.

9.29 A grievant may withdraw a grievance at any time. The grievant shall not file any subsequent grievance on the same incident.

9.30 If the Employer fails to respond within the designated time limits, the grievance may be appealed to the next step of this grievance procedure. If the grievance is not appealed within the applicable time limits, the grievance shall be considered settled on the basis of the Employer's last answer and shall not be subject to further review.

9. 31 Grievances filed and unresolved prior to the effective date of this Agreement shall be deemed void.

9. 32 Grievance records shall be filed separately from an employee's personnel file and shall be considered confidential.

9.33 An employee may present grievances and have such grievances adjusted without union representation as long as adjustment is not inconsistent with the terms of a written agreement then in effect; and provided that the employer will not agree to resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution.

9.34 During release time granted for grievance preparation, the Union representative and the grievant shall be permitted to use campus telephones provided that the use of such telephones does not interfere with campus business nor result in any expense to the campus. The CSU has the right to refuse the use of campus telephones if abuses occur.

ARTICLE 10

CORRECTIVE ACTION

Reprimands

10.1 An employee may receive from an appropriate administrator an oral and/or written reprimand. Oral and written reprimands shall be considered corrective action.

10.2 An employee may request a conference with the administrator who issued the reprimand to discuss the reprimand. Such a request shall not be unreasonably denied. The employee may be represented at such a conference by another employee or a Union Representative. Upon the employee's request, there shall be a review of the written reprimand at the next level of supervision.

10.3 A written reprimand shall be placed in the official personnel file of the affected employee and shall be subject to Article 20, Personnel File. The employee shall be provided with a copy of a written reprimand.

10.4 An employee shall have the right to attach a rebuttal statement to a written reprimand in his/her official personnel file.

Temporary Suspension

10.5 The President may temporarily suspend with pay an employee for reasons related to (a) the safety of persons or property; or (b) the prevention of the disruption of programs and/or operations, or (c) investigation for formal notice of disciplinary action.

10.6 The President shall notify the employee of the immediate effect of a temporary suspension.

10.7 The President may terminate or extend a temporary suspension and shall so notify the employee. A temporary suspension including any extension shall automatically terminate upon service of formal notice of disciplinary action or thirty (30) days after its commencement, whichever occurs first.

Notice of Discipline

10.8 A notice of disciplinary action shall be served on the employee by the appropriate administrator in person or by certified mail at the employee's last known address.

ARTICLE 11

HOURS OF WORK

Normal Work Schedules

11.1 The workweek shall consist of seven (7) consecutive twenty-four (24) hour periods beginning at 12:01 a.m. on Sunday and ending at 12:00 midnight the following Saturday.

11.2 Full-time employees shall work a minimum workweek of forty (40) hours in a seven (7) consecutive day period.

11.3 The appropriate CMA administrator shall determine the work schedules including starting and finishing times for all employees. Under normal circumstances, work schedules shall provide for five (5) consecutive days of eight (8) hours in a seven (7) day period. Normal starting times for the day shift shall be between the hours of six (6) a.m. and eight (8) a.m. When assigning work schedules, the CMA shall consider the employee's preference and the needs of the campus. Alternate work schedules may be mutually agreed to by the employee and the appropriate CMA administrator. When mutual agreement is not possible, the appropriate administrator shall assign an alternate work schedule giving consideration to the employee's needs and the needs of the CMA.

11.4 All work schedules shall be prepared in written form and normally posted not less than fourteen (14) days prior to any regularly scheduled shift change. No employee shall have his/her regularly scheduled shifts or days off changed without receiving a minimum of fourteen (14) days prior written notification of such change, except in emergency situations. When determined necessary by the appropriate CMA administrator, shifts may be changed on a short-term temporary basis. At least a 24-hour notice of short-term shift changes shall be provided to employees.

11.5 In emergency situations, all days off may be canceled and shifts reassigned.

11.6 Less than full-time employees shall be assigned hours and days of work by the appropriate administrator.

Meal Periods

11.7 Employees shall be entitled to a meal period of not less than thirty (30) minutes. The time of such meal period shall be scheduled by the appropriate administrator and shall be at or near the middle of the workday. Employees who have a thirty (30) minute meal period shall, when appropriate, be permitted a clean-up period of ten (10) minutes.

11.8 An employee required to remain on the job for the full shift shall be entitled to a paid

meal period of thirty (30) minutes.

11.9 Meal periods shall not be considered time worked when all of the following conditions are met:

a. meal periods are at least thirty (30) minutes in duration,

b. the employee is completely relieved of his/her duty, and

c. the employee is free to leave his/her work station if the employee so desires.

Extended Work Hour Meal Allowance

11.10 When an employee is required to work more than two (2) hours before or two (2) hours after a regularly scheduled workday, he/she may claim the actual cost of each meal in accordance with the following maximums:

- Breakfast – Up to $10.00
- Lunch – Up to $18.00
- Dinner – Up to $27.00

All claims for such meal reimbursements must be supported by a receipt and a voucher. The time taken to consume such meals will not be included in the computation of overtime for the purposes of this allowance.

11.11 In the event that an employee works an additional six (6) overtime hours after qualifying for the first overtime meal, the CMA will determine whether to provide a second meal or reimburse the employee the actual cost of a second meal at the current rates provided by the Board of Trustees.

11.12 An employee shall not be required to interrupt his/her work to consume the meal referenced above. Such meals may be taken before, after, or during the pre-shift or post-shift period. This provision shall not apply to employees receiving a per diem rate.

Rest Periods

11.13 Employees shall be entitled to take a rest period of fifteen (15) minutes for each half day worked. Rest periods should, when possible, be taken at or near the midpoint of the half-day period.

11.14 If an employee is unable to take a rest period due to work requirements, the rest period may be rescheduled later in the day. The rest period shall not be cumulative if not taken. Rest periods of fifteen (15) minutes or less shall be counted towards hours worked for the purpose of computing overtime.

Clean-Up Time

11.15 Employees shall be permitted, at the beginning of their scheduled workday and immediately prior to the end of their workday, a clean-up period of ten (10) minutes to perform personal washing and changing of clothes. Reasonable work time shall be provided to an employee for the taking of a shower when deemed necessary by the appropriate administrator.

Voluntary Training Time

11.16 Voluntary training time shall not be considered time worked when the training is voluntary and the employee does not engage in productive work during training.

Stationary Engineers, Local 39
And
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Local 39, reserves the right to modify and/or add to the following proposal.

ARTICLE 12

OVERTIME

12.1 Overtime is defined as authorized time worked in excess of forty (40) hours in the designated workweek.

12.2 Overtime shall be compensated at one and a half (1 ½) times the employee's regular hourly rate. For purposes of calculating overtime, the regular hourly rate of pay is determined by dividing the monthly salary amount by 173.33 hours. Shift differentials shall be included in the regular hourly rate of pay. All other payments and allowances are not included in the regular hourly rate of pay.

12.3 All overtime worked shall be compensated by cash or compensatory time. Such determination shall be made prior to the time an employee is requested to work overtime, if practicable. However, all overtime worked beyond the accrual of two hundred and forty (240) hours of compensatory time shall be paid in cash.

12.4 Overtime will be credited on a one-quarter hour basis with a full quarter of an hour credit granted if half or more of that period is worked. Smaller fractional units will not be accumulated.

12.5 Paid holiday, paid sick leave, paid vacation and paid CTO, when used, shall be counted as time worked for purposes of this Article.

12.6 Nothing contained in this Agreement shall be interpreted as requiring a duplication or a pyramiding of holiday, vacation, daily, or weekly overtime payments involving the same hours of work.

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12.7 When an employee is separated from service, ~~he/she~~ the employee is entitled to a lump-sum payment for any earned compensatory time by reason of previous overtime worked.

12.8 The scheduling of CTO shall be by mutual agreement of the employee and the appropriate administrator. When an employee's CTO balance is over one hundred eighty (180) hours and mutual agreement is not possible, the appropriate administrator may direct the employee to take earned CTO provided that seven (7) days notice is provided to the employee.

12.9 Overtime for which cash compensation will be paid should be scheduled for payment in the pay period following the pay period in which the overtime was worked.

12.10 The appropriate ~~CMA~~ Cal Maritime administrator shall assign overtime work. ~~Upon the request of the Union, and where practicable, the CMA shall establish a system of overtime distribution to employees. Such a system may include a procedure that requests and utilizes volunteers to perform overtime work from among bargaining unit employees who are qualified and available within the appropriate work area.~~ The appropriate Cal Maritime administrator shall endeavor to equalize overtime work among all employees who have expressed interest in overtime work by placing their name on an overtime list. In making each overtime assignment, the Cal Maritime administrator shall consider those employees on the overtime list who are qualified for the assignment.

12.11 In emergency situations or when there are an insufficient number of qualified employees desiring to work overtime, employees may not decline overtime assignments.

12.12 For purposes of this Article, "emergency" shall also mean a circumstance, which requires action to preserve the basic operations of the campus.

12.13 Employees shall have an eight (8) hour rest period from the end of an overtime assignment until the beginning of the next regularly scheduled work shift, except in cases of emergency. In the event the next regularly scheduled work shift begins less than eight (8) hours from the conclusion of such an overtime assignment, the employee may report to work at the completion of the eight (8) hour rest period. The employee has the option of making up the hours missed at the beginning of the regularly scheduled shift by (1) changing his start time for

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that day until eight (8) hours after the completion of the overtime assignment and then working eight (8) hours, or (2) using accrued leave credits for the hours missed, or (3) taking off the hours missed as unpaid leave of absence.

12.14 In the event an employee is required to respond to work-related issues on their regularly scheduled time off via telephone or other electronic device, and the time worked for any individual occurrence exceeds fifteen (15) minutes, such time shall be counted as time worked. This time worked outside of the workplace shall not be considered call-back pursuant to Provision 12.15 below.

Call-Back

12.15 Call-back is work performed at a time outside of and not continuous with an employee's regular work schedule. An employee called back to work shall be credited with a minimum of four (4) hours work time, for call back duty at two and one half (2 ½) their hourly rate, provided ~~providing~~ the employee has been called back to work without having been notified prior to completion of the work shift, or the employee is notified prior to the completion of the work shift and the work begins more than three (3) hours after the completion of the work shift.

"times"

table change 10/17/17 5:18pm

12.16 An employee may be called back to work at the discretion of the appropriate administrator. The appropriate administrator shall endeavor to assign call-back work on a rotating basis from a list of qualified volunteers. If no volunteers are available, or in emergency situations, the employee who is called back to work shall be required to perform the work. When an employee is called back to work, the employee, with the permission of the appropriate administrator, or his or her designee when required, will be permitted to leave when the appropriate actions required to preserve the basic operations of the campus due to the emergency have been completed. When an employee is called back to work, only the hours worked shall be counted as time worked for purposes of computing overtime. The hours not worked, but credited, shall be at ~~the straight time~~ one and one-half (1 ½) times the employee's hourly rate.

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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. Thanksgiving Day

f. Cesar Chavez Day

g. December 25

h 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)

13.3 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, he/she 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. A CMA 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.

13.11 The CMA shall notify employees of their accrued holiday credits on a quarterly basis.

Holiday Work

13.12 An employee who works on a holiday shall be compensated either in cash or in CTO to a maximum accrual of two hundred and forty (240) hours as determined by the appropriate administrator. Such determination shall be made prior to the time the employee works on a holiday. An employee who is assigned to work on a holiday may indicate to the appropriate administrator his or her preference for compensation in cash or CTO.

13.13 An employee who works on a holiday listed in provision 13.1 or 13.2 shall be compensated at one and one-half (1 1/2) times the employee's basic hourly rate of pay in addition to the compensation provided under provision 13.4 of this Article. This will result in total compensation of double and one-half (2 1/2) times the employee's basic hourly rate of pay.

ARTICLE 14

VACATION

14.1 Employees are eligible for paid vacation in accordance with the schedule in provision 14.2 below.

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 CMA to an employee on June 30, 1995 shall be transferred to the CMA, CSU system on July 1, 1995 for the purposes of this Article.

Vacation Accrual Per Monthly Pay Period

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 the CMA shall be transferred to the CMA, 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 CMA, CSU system, may accrue a maximum of four hundred (400) hours of vacation credit as of January 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.

f. 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 CMA, 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.

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

h. Upon separation from service without fault on his/her 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 he/she taken the time off, but not separated from service.

14.3 Accumulated annual leave balances of bargaining unit members shall be transferred to the CMA, 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 CMA, 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 credits in accordance with this Article.

14.5 At the discretion of the CMA, 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 CMA, 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.

14.6 Whenever an employee's accrued vacation amount will exceed or has exceeded the maximum accrual by the end of the calendar year as a result of the denial of one or more requests by the employee to schedule and use vacation in the last quarter of the calendar year, the following procedure shall apply:

a. The employee shall submit a vacation request for the use of the excess vacation and the appropriate administrator shall respond to the request within ten (10) working days.

b. In the event that the request has not been granted within the ten (10) day period, the employee and the appropriate administrator shall attempt to reach mutual agreement on alternative dates on which to use the excess vacation.

c. If the employee and the appropriate administrator are unable to reach agreement, the employee may suggest three (3) alternative, non-overlapping periods of vacation time to be completed no later than June 30 of the new calendar year to utilize the excess vacation. The appropriate administrator shall agree to one of the three (3) scheduling options submitted by the employee.

d. If the employee fails to submit the three (3) scheduling options for use of the excess vacation, the appropriate administrator will direct the use of vacation on days to be determined by the appropriate administrator.

Stationary Engineers, Local 39
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Local 39, reserves the right to modify and/or add to the following proposal.

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

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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 ~~or child birth~~;

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~~; and or death of a significantly close relative as defined in the funeral leave provisions of this Article~~.

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: ~~close relative or other~~

- The employee's spouse or domestic partner;
- The employee, spouse or 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 ~~residing~~ 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 his/her 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

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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 his/her 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 his/her sick leave or disability leave may be granted unpaid sick leave or may use his/her 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.

~~Funeral Leave~~ Bereavement Leave

15.15 For each death of a ~~significantly close relative or domestic partner~~ 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 ~~the bereavement~~ provision ~~(~~15.8~~)~~ of this Article.

~~15.17 The term "significantly close relative" as used in this Article shall only mean a spouse and the employee's or his/her spouse's mother, father, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, step child, brother, sister, or relative living in the immediate household of the employee.~~

Time Off to Vote

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~~15.18~~

15.17 If an employee does not have sufficient time outside of his/her 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 him/her 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.

~~15.19~~

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

Absence as a Witness

~~15.20~~

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.

~~15.21~~

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.

~~15.22~~

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

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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.

~~15.23~~

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.

~~15.24~~

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 his/her 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

~~15.25~~

15.24 An employee who serves on jury duty shall receive his/her regular salary for the time spent on jury duty if he/she remits 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, his/her time off for jury duty is not compensable. The employee may elect to use vacation credit or CTO to cover the time off.

~~15.26~~

15.25 An hourly employee shall be eligible for time off with pay for jury duty only for those hours he/she was scheduled to work.

~~15.27~~

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 his/her work schedule.

~~15.28~~

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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.

~~15.29~~

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.

~~15.30~~

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. The CMA currently maintains an appropriate work shift that utilizes the employee's classification; and

b. The operational needs of the CMA permit such reassignment.

~~15.31~~

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

Military Leave

~~15.32~~

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

~~15.33~~

15.32 The CSU shall make available to eligible employees Industrial Disability Leave Benefits in lieu of Workers' Compensation Temporary Disability Benefits for a

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period not exceeding fifty-two (52) weeks within two (2) years from the first day of disability.

Catastrophic Leave Donation Program

~~15.34~~

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, his/her 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

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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 his/her accrued vacation credits and all of his/her 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.

~~Maternity/Paternity/Adoption~~ Parental Leave

~~15.35~~

15.34 An employee shall be entitled to up to fifteen (15) workdays "~~maternity/paternity/adoption~~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).~~ The days must be taken consecutively and shall commence within six (6) 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

Sixty(60) →

sick leave and vacation. Paid ~~maternity/ paternity/adoption~~ 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 of 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.

TENTATIVE AGREEMENT

For the CSU:

_____

_____

Date

For Local 39:

_____

_____

Date

CSU/1
BU 10
8/10/17
12:42pm.

TA 8/10/17 3:42pm

For CSU:
Nehafran
Virginia C. Williams

ARTICLE 16

LEAVES OF ABSENCE WITHOUT PAY

Lee Bauer Lu39
8/10/17

L39 TA 8/10/17 3:42pm

JCHaze 08/10/17

Unauthorized Leaves of Absence

16.1 Automatic Resignation

a. The President shall have the right to terminate an employee who is absent for five (5) consecutive workdays without securing authorized leave from the President. Such a termination shall be considered to be an automatic resignation from CSU employment as of the last day worked. All unauthorized absences, whether voluntary or involuntary, shall apply to the five (5) consecutive workday limitation. The five (5) day period referred to above shall commence at the beginning of the first shift of such absence and shall be deemed to have been completed at the end of the employee's scheduled work hours on the fifth consecutive date of unauthorized absence.

b. The President shall notify the employee that the University will be terminating him/her by automatic resignation under this Article. This notification requirement shall be satisfied either by service in person or by certified mail to the employee's last known address and shall include:

1) the dates the employee was absent without leave;

2) the intended effective date of the employee's resignation; and

3) the employee's appeal rights under this Article.

c. If the employee responds to the President by certified mail, return receipt requested, within twenty-one (21) calendar days of notification as defined above, the employee will be provided with the opportunity for a pre- termination review in accordance with the current campus practice for State Personnel Board hearing appeals. The President may agree to extend the employee's time to respond. This pre-termination review will be conducted by a campus administrative officer designated by the President. No termination shall be final until a decision is made by the administrative officer. This decision shall be transmitted by certified mail to the employee's last known address and shall state:

1) whether the employee was absent for five (5) consecutive work days;

2) whether the employee had proper authorized leave to be absent; and

3) whether the employee should be or is being terminated by automatic resignation. If an action other than automatic resignation is proposed, it shall be stated along with the reasons for its use,

d. An employee who is terminated by the President under this provision may, within twenty-one (21) days after mailing of the President's decision, request a hearing of the matter by the State Personnel Board as provided in Section 89539 of the Education Code. A request for a hearing by the State Personnel Board must be filed with the State Personnel Board with a copy to the President within the twenty-one (21) day time requirement noted above.

e. Any employee who is reinstated under this provision shall not be paid salary for the period of unauthorized absence.

f. Provision 16.1 of this Article shall supersede Section 89541 of the California Education Code.

Other Leaves of Absence Without Pay

16.2 A permanent employee is entitled to a maternity leave without pay of up to twelve (12) months upon her written request. At least thirty (30) days prior to the ending date of the leave, the employee shall inform the appropriate administrator in writing of her intention to return from leave. Changes in the terms of the leave may be made by mutual agreement of the appropriate administrator and the employee.

16.3 A full-time or part-time permanent employee may be granted a full or partial leave of absence without pay for up to one (1) year.

16.4 Leaves of absence without pay may be granted in accordance with this Article for the following purposes or reasons:

a. loan of an employee to another governmental agency;

b. outside employment that would lessen the impact of a potential layoff or a layoff;

c. temporary incapacity due to illness or injury;

d. Family Leave; and

e. other satisfactory reasons.

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

16.5 A written application for a leave of absence without pay or an extension of a leave of absence without pay shall be submitted to the appropriate administrator. The appropriate administrator shall determine if such a leave shall be granted and the conditions of such

a leave.

16.6 An employee who is on a leave of absence without pay shall not return to active pay status prior to the expiration of such a leave without written approval of the appropriate administrator.

16.7 Service credit shall not be granted to an employee on a leave of absence without pay.

16.8 A leave so granted assures to the employee a right to return to his/her former position or a position within his/her classification upon expiration of the leave and the time lost shall not constitute a break in service.

16.9 When requested by the appropriate administrator, an employee granted a leave of absence without pay shall provide verification that the conditions of the leave were met.

16.10 An employee on a leave of absence without pay for more than fifteen (15) days may opt to continue his/her fringe benefits at his/her own expense. Upon written request of an eligible employee as defined in Article 25, Benefits, the CSU shall provide a system for the continued payment of his/her insurance premiums including health, dental, and vision benefits during the period of unpaid leave of absence. During this period, such an employee shall pay both the employee's and the CSU's contributions. The CSU shall not advance such payments. Such an employee shall pay all contributions prior to the date each payment is due. Failure to pay such premiums will result in coverage lapsing unless the employee makes other arrangements.

Family Leave

16.11 An employee who has at least one (1) year of service**, and has actually worked one thousand two-hundred and fifty (1,250) hours in the twelve (12) ~~moths~~ months preceding the leave,** is entitled to a family leave without pay.

16.12 Eligible employees may take up to a total of twelve (12) weeks of family leave in a twelve (12) month period.

16.13 An employee may be granted family leave for the birth of a child of the employee, the placement of a child with an employee in connection with the adoption/foster care of the child by the employee; or to care for a child, parent or spouse of the employee who has a serious health condition; or for the employee's own serious health condition.

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

The period of the family leave granted to an employee for the birth of a child shall run concurrently with the period of leave available to an employee under Education

Code Section 89519 or provision 16.2.

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

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

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

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

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

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

16.21 An employee shall provide the employer with written notice of a need for family leave within five (5) working days of the date the event necessitating the leave becomes known to the employee.

16.22 If the employee's need for family leave is foreseeable due to the planned medical treatment or planned supervision of a child, parent or spouse with a serious health condition, the employee shall provide the employer regarding the scheduling of the treatment or supervision so as to minimize disruption of the operations of the employer.

16.23 Family leave may be deferred until the employee complies with the provisions of this Article.

16.24 A family leave so granted assures to the employee a right to return to his/her former position or a comparable position upon expiration of the family leave. If the former

position and any comparable position has ceased to exist due to legitimate business reasons unrelated to the leave, the employer shall make reasonable accommodation by alternative means only if such alternate means would not cause an undue burden on the campus. The family leave shall not constitute a break in service for the purposes of length of service and/or seniority under this Agreement.

16.25 An employee on family leave shall retain employee status and shall continue to accrue seniority points pursuant to this Agreement during the period of the family leave care. During a family leave an employee may continue to participate in benefits to the same extent and under the same conditions as would apply to any other personal leave of absence without pay pursuant to this Agreement. However, if any paid portion of the family leave is less than twelve (12) weeks, upon request of the employee to continue coverage, the CSU shall continue to make employer contributions toward health, dental and vision coverage for the unpaid remainder of the twelve (12) week period. If an employee fails to return at the end of the family leave, the CSU may require repayment of the insurance premiums if the employee's failure to return is due to his/her serious health condition or due to circumstances beyond the employee's control.

16.26 The leave of absence of a temporary employee eligible for such leave pursuant to this Article shall terminate upon the expiration of that employee's temporary appointment.

ARTICLE 17

APPOINTMENT

17.1 All positions in the bargaining unit that are to be filled, except for temporary positions of thirty (30) days or less, shall be posted on a designated bulletin board at the CMA.

17.2 Such position vacancies shall be posted as soon as possible and shall include the classification title, description of duties, desirable experience, minimum qualifications, salary range, and procedures to be followed by applicants applying for such vacancies. Except for the posting of temporary positions of thirty (30) days or less, position vacancies shall normally be posted for a period of not less than 10 days prior to the deadline to apply. Applications shall be submitted to the CMA HumanResources.

17.3 The President shall make appointments.

17.4 Appointments may be to temporary, probationary, apprentice or permanent positions. Appointments shall be made through official written notification by the President. No employee shall be deemed to be appointed in the absence of such official written notification from the President. Such notification shall include the class title and time base to which the employee is being appointed, the initial salary, the employment status of the employee, and the effective date of the appointment.

Temporary appointments shall also specify the expiration date of the appointment. Upon expiration, a subsequent temporary appointment may be made. Temporary appointments may provide for separation of the employee prior to the expiration date of the appointment and shall specify that any employment in temporary status shall not be credited as a period of probationary service as defined in this Agreement. Such a separation shall not be subject to Article 30, Layoff, or Article 9, Grievance Procedure. No employee shall be deemed to be appointed in the absence of such official written notification from the President.

17.5 New employees are normally appointed to the first step of the salary range established for the class. The President may make an initial appointment at an advanced step when recruitment difficulties and/or special skills possessed by the applicant and required by the position mandate such action.

On Campus Vacancies

17.6 "On Campus Vacancies" are defined as positions which are permanent and have more (or will have more after current posting) than a single incumbent at CMA for classifications represented by IUOE when (a) there is no incumbent for the position or (b) there is a change to the work schedules or (c) management decides to post the work schedule.

17.7 Employees holding permanent status in the same classification as the "On Campus Vacancy" may file a request in writing with his/her Department to be reassigned should a position become vacant. For such a request to be considered it must be given in writing to a designated member of supervision prior to the position becoming vacant.

17.8 When a vacancy occurs, he/she shall be given preference over applicants not employed by CMA or not in the classification of the vacant position.

17.9 If more than one (1) employee in the classification has the required skills and abilities and is otherwise qualified for the vacant position, the employee with the greatest amount of CMA service in the classification shall be selected.

17.10 This section does not preclude management from transferring employees for security or safety reasons or filling the vacant position with another employee for training purposes for a period not to exceed 35 working days.

17.11 When there are no employee requests to be reassigned on file or where there are no other employees in the same classification as the vacancy, this section shall not apply.

ARTICLE 18

PROBATIONARY PERIOD

18.1 The term "probationary period" as used in this Article shall mean a period of continuous credited service an employee shall be required to serve prior to becoming eligible for permanent status.

18.2 A probationary employee is a full-time employee serving a period of probation. All probationary employees shall serve an initial probationary period of twelve (12) months of continuous full-time credited service. The President may grant, upon recommendation of the Director of Plant Operations, permanent status at any time prior to the completion of the twelve (12) month probationary period.

18.3 A probationary employee who successfully completes twelve (12) months of continuous full-time credited service shall be awarded permanent status on beginning his/her second year of such service.

18.4 Probationary periods for employees who are promoted to a higher classification within the bargaining unit shall be twelve (12) months of continuous credited service from the date of promotion.

18.5 Persons who are appointed to nonacademic positions that are fully or partially funded from sources other than the CSU, and/or the funding is in support of a program of work relief or work training for the utilization of the unemployed or the under employed, will not receive service credit toward permanent status while serving in such positions.

18.6 When a probationary employee goes on a leave of absence the President shall determine whether or not the time served before the leave is counted in determining the remaining length of probationary service. An employee's probationary period is extended for the same number of days such employee is on WC, IDL, NDI, formal LWOP or paid sick leave of over thirty (30) days. The President shall determine if there has been a break in service when a full-time probationary employee is placed on a partial leave of absence.

18.7 If a reclassification action is taken and the employee is placed in the new class, the employee may be required to serve a new probationary period. Any time spent performing the work of the new class may be counted toward the new probationary period.

Rejection During Probation

18.8 Any probationary employee may be separated from service at any time by the President upon written notice of rejection during probation. The employee normally

should be given two (2) weeks notice of rejection during probation. An action to reject an employee shall not be initiated while an employee is on WC, IDL, or NDI, unless the employee's performance prior to the application for WC, IDL, or NDI justified rejection and an action to reject the employee had been initiated.

18.9 If a full-time employee with permanent status in a lower classification is advanced to a position in a higher classification and is denied permanent status in the higher classification, he/she shall have the right to return to the lower classification with permanent status in that class.

18.10 Prior to the completion of a probationary period, an employee may be released from employment at the sole discretion of the CSU.

18.11 The probationary or permanent status of a bargaining unit member at the California Maritime Academy on June 30, 1995 shall remain in effect at the California Maritime Academy, CSU system subject to this Agreement.

18.12 The President shall waive the probationary period for a bargaining unit employee a) who held a non-probationary or non-permanent appointment at the CMA for twelve consecutive months immediately prior to July 1, 1995, and b) who receives, during the duration of this Agreement, a probationary appointment in the same classification.

ARTICLE 19

EVALUATION

19.1 Employees shall be subject to periodic performance evaluations. Performance evaluations shall address work performance throughout the specified rating periods. Evaluations may include input from the employee and the employee's bargaining unit supervisor where appropriate.

19.2 Performance evaluations shall be in writing and shall be placed in the employee's personnel file. The employee shall be provided with a copy of the official performance evaluation, which is to be placed in his/her personnel file prior to such placement.

19.3 A permanent employee shall be evaluated annually on the prior fiscal year's service.

19.4 A probationary employee shall be evaluated periodically but not to exceed four (4) times during his/her probationary period.

19.5 A temporary employee shall be evaluated periodically.

19.6 Evaluations shall be signed by the evaluator and the employee.

19.7 The employee shall be given the opportunity to discuss the evaluation in a meeting with the appropriate administrator. Such a meeting shall take place at a mutually acceptable time and location.

19.8 If an employee disagrees with the written performance evaluation, the employee may submit a rebuttal statement, which shall be attached to the written performance evaluation and placed in the personnel file. The employee may also request a second meeting with a union representative present to further discuss the evaluation. Such a meeting shall take place at a mutually acceptable time and location.

19.9 The term "evaluator" as used in this Article refers to the non- bargaining unit employee designated by the appropriate administrator to conduct the performance evaluation of an employee.

19.10 The content of performance evaluations shall not be subject to the provisions of Article 9, Grievance Procedure. However, a performance evaluation which results in an overall rating of Unacceptable or Needs Improvement may be grieved under Article 9, Grievance Procedure only through Level II of the Grievance Procedure.

ARTICLE 20

PERSONNEL FILES

20.1 Only one (1) official personnel file will be maintained for each employee. It will be kept in Human Resources.

a. An employee shall have the right to inspect his/her personnel file at reasonable times during the regular business hours of the Human Resources Office.

b. An employee may request a copy of any written materials in the personnel file and a copy will be provided in a timely manner.

c. One (1) copy of each document which is related to a grievance and maintained in the personnel file shall be provided free of charge to the employee, upon the employee's request.

d. The employee may be required to bear the cost of duplicating other materials.

20.2 An employee may authorize in writing a union representative and/or steward to inspect his/her file and to request copies of materials in the file.

20.3 Personnel recommendations or decisions relating to the promotion, retention, termination, suspension, or any other personnel action related thereto, shall be based primarily on material contained in the employee's personnel file and open to the employee's inspection.

If a personnel recommendation or decision is based on any reasons not contained in the employee's personnel file, the party making the recommendation or decision shall commit those reasons to writing and the written statement of those reasons shall become part of the employee's personnel file. If a personnel recommendation or decision is based upon any other written materials, the CSU shall provide a copy of such material to the employee in a timely manner, upon the employee's request.

20.4 Employees shall not have access to pre-employment materials, except in instances when the material is used in subsequent personnel actions.

20.5 Attendance and payroll records of an individual employee maintained separately from the personnel file may be inspected and copied in accordance with the provisions of sections 20.1a-d and section 20.2 of this Article.

20.6 Upon an employee's written request, documents relating to any disciplinary action more than three (3) years old contained in an employee's personnel file shall be removed, provided that no additional disciplinary action for the same offense has subsequently been administered to the employee within the last four (4) years.

20.7 Employees' personnel files shall be held in strict confidence and shall be subject to

inspection only by persons with official business.

20.8 An employee shall be provided with a copy of any letters of commendation or adverse material placed in his/her personnel file within ten (10) days of such placement.

20.9 If, after examination of his/her records, an employee believes that any portion of the material is not accurate, the employee may request in writing correction of the record.

20.10 Within twenty-one (21) days of an employee's request for correction of the record, the President shall notify the employee in writing of his/her decision regarding the request.

a. If the President denies the request, the President shall state the reason(s) for denial in writing, and this written statement shall be sent to the employee.

b. If the President grants the request for correction of the record, the record shall be corrected. The employee shall be sent a copy of the corrected record and a written statement that the incorrect record in question has been permanently removed from the employee's personnel file.

20.11 An employee may submit a rebuttal statement to material in his/her personnel file, which shall be placed in the employee's personnel file.

20.12 The classification/reclassification of a position to which an employee is assigned shall not be considered a personnel recommendation or decision as defined above.

ARTICLE 21

EMPLOYEE RIGHTS

21.1 An employee may request in writing of the appropriate administrator assignment to a particular set of duties he/she wishes to perform. These duties must be consistent with the employee's classification. The appropriate administrator shall respond in writing to such requests.

21.2 An employee may request in writing a meeting with the appropriate administrator to discuss a position description, reassignment, work assignment, or workloads. Such a meeting shall not be unreasonably denied.

21.3 Employees shall have the right to use campus telephones in emergency situations. Employees will pay for long-distance calls.

21.4 An employee shall be entitled to payroll deductions for insurance premiums according to the procedures determined by the CSU and the State Controller.

21.5 Bargaining unit employees shall be provided with keys determined necessary by the CSU and with identification badges or cards. If CMA establishes a fee schedule for replacing such property if it has been lost, stolen or damaged, employees shall be charged such reasonable fees if the loss, theft or damage was due to their negligence or unauthorized use.

ARTICLE 22

ASSIGNMENT/REASSIGNMENT

22.1 An employee shall be assigned/reassigned to a position by the appropriate administrator. Such assignments shall be consistent with the employee's classification except as provided elsewhere in this Article. It is expressly agreed that the application or interpretation of this section shall not require any change of the classification of any unit member.

22.2 An employee may be temporarily assigned, on a de minimus basis, to perform other duties inconsistent with his/her classification or may be reassigned to a position in a higher classification for which he/she is qualified.

Out-of-Classification Assignments

22.3 An employee who has received written notice from his/her appropriate administrator that he/she will be serving in such a full-time temporary assignment in a higher classification on an acting basis, pursuant to provision 22.2 above for longer than ten (10) consecutive calendar days shall be entitled to receive extra pay commencing with the eleventh (11) day or earlier at the discretion of the President. The employee's rate of pay for temporary reassignment in a higher classification shall be no less than five (5) percent over his or her regular rate and may be greater than five (5) percent if so determined by the President.

22.4 If any such future reassignment within a twelve (12) month period occurs which extends for more than five (5) consecutive working days, the employee shall receive the appropriate compensation of the higher classification as determined by the President from the first day of such a reassignment. Days on which an employee is absent from work or on a paid leave shall not constitute a break in "consecutive work days" as the term is used in this Article.

22.5 After forty-five (45) consecutive days in a less than full-time temporary assignment at a higher classification, an employee shall begin to receive the appropriate compensation in accordance with provision 22.3 on a pro rata basis commencing with the forty-sixth (46) day.

22.6 Temporary reassignment in a higher classification shall not exceed one hundred and eighty (180) consecutive calendar days unless it is extended by mutual agreement and/or in the cases of IDL, NDI, and extended illness of the prior incumbent.

22.7 An employee shall be returned to his/her previous assignment upon completion of a temporary assignment with the same status that the employee would have had if not temporarily assigned.

22.8 Employees will not be rotated in and out of temporary reassignments in higher

classifications for the sole purpose of avoiding implementation of the extra pay provisions of this Article.

Classification Review

22.9 An employee may request a classification review of his/her position from his/her immediate non-bargaining unit supervisor who shall forward the request to the campus Human Resources.

22.10 The classification review procedures shall be determined by the President. A copy of the classification review procedures shall be made available to the employee upon request.

22.11 The employee shall be notified in writing of the classification review decision and the reason(s) for the decision. The employee may request a meeting, which shall not unreasonably be denied, with the appropriate administrator in Human Resources to discuss the classification review decision. The classification review decision is not subject to Article 9, Grievance Procedure.

22.12 An employee-requested classification review shall be completed no later than one hundred eighty (180) days after initiation of the classification review procedure. An employee shall not submit such a subsequent request prior to eighteen (18) months after completion of a previous classification review.

New/Revised Classifications

22.13 When the CSU determines that it will develop a new classification relating to bargaining unit employees or revise an existing classification that is in the bargaining unit, the CSU shall notify the Union. Within thirty (30) days, the Union may request to meet with the CSU in regard to the matters under development. CSU shall meet with the Union to receive input at least once in the preparatory stages of classification development or revision. Any additional meetings shall be by mutual agreement of the CSU and the Union. Upon request of the Union, the CSU will provide to the Union proposed classification specifications when such specifications are available.

22.14 The CSU shall notify the Union thirty (30) days prior to the effective date of new or revised classifications relating to bargaining unit employees.

22.15 Prior to the implementation of a new or revised classification, a three (3) step procedure may be invoked as follows:

a. The Union may request a meeting to discuss whether the new or revised classification and its salary are appropriate for the bargaining unit. Such a meeting shall be held. The parties may agree in writing to modify the unit to include the new classification.

b. The Union may request a meet and confer session regarding the impact of the new or revised classification on bargaining unit members and the compensation provisions for such new or revised classifications.

c. If the parties are in disagreement, either may seek a unit modification pursuant to the procedures established by PERB.

ARTICLE 23

OUTSIDE EMPLOYMENT

23.1 Outside employment shall not conflict with the regularly scheduled responsibilities and duties of the employee to the campus.

ARTICLE 24

SALARY

24.1 The salary schedule for bargaining unit employees shall be found in Appendix A and incorporated in this Agreement by reference.

24.2 For each classification and salary range, there shall be a Minimum Salary Rate, a Journey Level Salary Rate, and a Performance Maximum Salary Rate. The range between the Minimum Salary Rate, the Journey Level Salary Rate, and the Performance Maximum Salary Rate, shall be an "open range" with no incremental salary steps. For the classifications of CMA Stationary Engineer and CMA Chief Engineer, the Minimum Salary Rate and the Journey Level Salary Rate shall be the same amount.

a. The Journey Level Salary Rate is the maximum rate that an employee's salary may reach through Service-based Salary Increases.

b. For each classification and salary range, there shall be a Performance Maximum Salary Rate that is 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 his/her 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 ~~**2014/2015**~~ **2017/2018** and effective July 1, 201~~4~~**7** 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** ~~**two**~~ percent (3.**11** ~~2~~%).

b. For fiscal year ~~**2015/2016**~~ **2018/2019** and effective July 1, 201~~5~~**8** all bargaining unit employees in active pay status, or on leave as of that date, shall have their individual salary rate increased by **three** ~~**two**~~ percent (~~2~~ 3%).

c. For fiscal year ~~2016/2017~~ **2019/2020** and effective July 1, 201~~6~~**9** all bargaining unit employees in active pay status, or on leave as of that date, shall have their individual salary rate increased by **three** ~~two~~ percent (~~2~~**3**%).

Effective July 1, 2017, salary scale maximums for all classifications shall be increased by **five percent (5%)**. **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 Office to undertake the processing necessary to implement the terms of this Agreement in as timely a manner as possible.

Recognition Bonus:

24. X **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.**

Probationary Increase

24.5 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 his/her salary to the Journey Level wage rate.

Merit Pay

24.6 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.

24.7 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.

24.8 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 his/her classification. The percentage award will be the same for all employees with the Exceeds Expectations rating.

24.9 Once an employee reaches his/her Performance Maximum, any remaining or additional merit pay awards shall be in the form of a bonus (not a permanent increase in the base salary of the individual). Bonuses shall be in the form of a percentage of gross pay earned by the employee receiving the bonus for the period of the performance evaluation.

24.10 Merit increases shall be retroactive to July 1 each year 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.

24.11 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.

24.12 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

24.13 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.

24.14 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.

24.15 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

24.16 A payment above the Journey Level Salary Rate of the salary range for a class may result from merit increases provided in accordance with provisions 24.7 through 24.14 above.

Payment Above the Performance Maximum Salary Rate

24.17 A payment above the Performance Maximum Rate of the salary range for a class may be granted by the President when an employee moves to a class with a lower salary range.

a. If a payment above the Performance Maximum Rate is granted, the employee shall retain either the salary currently being paid or a salary up to twenty-five percent (25%) above the Performance Maximum Rate of the lower class, whichever is less. The employee shall remain at that salary rate until the Performance Maximum Rate of the lower class equals or exceeds the payment above the Performance Maximum Rate or until the authorized time period for maintaining the payment above the Performance Maximum Rate expires, whichever occurs first.

b. During the period of time an employee's salary remains above the Performance Maximum Rate of the range for the class, the employee shall not receive further SSIs, GSIs, and/or merit.

c. A payment above the Performance Maximum Rate shall not exceed twenty-five percent (25%) above the Performance Maximum Rate of the salary range of the class to which the employee is moving. An employee may retain a payment above the Performance Maximum Rate for up to five (5) years.

d. Payment above the Performance Maximum Rate shall not be authorized for an employee when an employee, for personal convenience, requests voluntary demotion or when an employee is demoted for cause other than for medical reasons.

e. An employee who was compensated at a salary rate above the Performance Maximum Rate prior to a permanent separation will not be entitled to a payment above the Performance Maximum Rate upon his/her return to work. Also, the authorization for a payment above the Performance Maximum Rate shall be canceled if the employee refuses an offer of appointment to a position at the campus in a class at a salary level equivalent to the original classes from which the employee was moved.

f. Pursuant to Government Code Section 20636(b)(1), if an employee's salary rate is over the published maximum of his/her 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

24.18 Probationary and permanent employees shall be eligible to request participation in the 10/12 or 11/12 pay plan.

24.19 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.

24.20 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.

24.21 An employee participating in the 10/12 or 11/12 pay plan shall receive his/her (10-month or 11-month) annual salary in twelve (12) salary warrants and appropriate benefits on a twelve (12) month basis.

24.22 An employee moving from a twelve (12) month status to the 10/12 or 11/12 pay plan shall retain his/her salary anniversary date.

24.23 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.

24.24 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.

24.25 Participation in or withdrawal from the 10/12 or 11/12 pay plans shall not be subject to Article 9, Grievance Procedure.

Shift Differential

24.26 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.

24.27 Employees who work four (4) hours or more in the swing shift, shall be paid a shift differential of one dollar and ~~twenty-five~~ **fifty** cents ($1.~~25~~**50**) per hour for the employee's entire shift.

24.28 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.**0**50) per hour for the employees' entire shift.

24.29 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.

24.30 In addition, an employee who is in a class not eligible for shift differential shall be eligible for shift differential if:

within a scheduled graveyard or swing shift; and

b. the employee is temporarily assigned to a graveyard or swing shift and does not work his/her regularly scheduled day shift. Such temporary assignment shall not result in either call-back or overtime pay.

Sunday Pay Differential

24.31 Employees who are regularly scheduled to work on Sundays shall receive a differential of two dollars **and fifty cents** ($2.~~00~~ **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

24.32 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

24.33 Employees who are required by the CSU to obtain a Pesticide Applicator License shall be paid three hundred **and fifty** dollars (~~**$300**~~ **$350**) upon successful completion of the training and receipt of the license. The three hundred **and fifty** dollar (~~**$300**~~ **$350**) payment is a one-time payment for receipt of the license or certification. Employees shall receive another three hundred **and fifty** dollars (~~**$300**~~ **$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 ~~**CMA**~~ **Cal Maritime** or ~~**his/her**~~ **their** designee.

Backflow Testing and Water Treatment Operator Certification Bonus

24.34 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 dollars ($200)**~~ **two hundred and fifty dollars ($250)** upon successful completion of the training and receipt of the license or certification. The ~~**two hundred dollar ($200)**~~ **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 dollars ($200)**~~ **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 CMA or his/her designee.

Welding Certification

24.35 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.

24.36 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

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

24.38 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.

24.39 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.

24.40 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 arbitable. Where the CSU requires such certification and training, the CSU will pay for the OTI training.

Critical Skills Bonus Plan

24.41 An employee shall be paid an initial one-time bonus of five hundred dollars ($500) when they are asked by the Director of Plan 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.

24.42 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 arbitable. Where the CSU requires such certification and training, the CSU will pay for the training.

24.43 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.

24.44 Employees who are required by the CSU to renew a certification as described in provision 24.41, above, shall be paid a bonus of two-hundred and fifty dollars ($250).

Emergency Pay

24.45 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 reach 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 (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.

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.

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.X 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 upon retirement at age fifty-two (52) with at least ten (10) years of service credit. In addition, bargaining unit employees meeting these requirements shall be eligible for the full portion of the CSU contribution payable for basic dental plan. 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.

Dental Care

25.3 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 25.7 and 25.8. 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

25.4 Eligible employees and eligible family members as defined in provisions 25.7 and 25.8 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

25.5 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

25.6 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

25.7 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

25.8 The term "eligible family members" as used in this Article shall mean the eligible employee's legal spouse and ~~unmarried~~ children from birth to the end of the month in which the dependent children reach age twenty-~~three~~ **six** (2~~3~~**6**). An adopted child, stepchild, or an ~~unmarried~~ child living with the employee in a parent-child relationship who is economically dependent upon the employee is also eligible. A~~n~~ ~~unmarried~~ disabled child over age twenty-~~three~~ **six** (2~~3~~**6**) 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-~~three~~ **six** (2~~3~~**6**), 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 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 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, 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 domestic partners of benefit eligible employees.

25.9 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

25.10 Upon written notification to CSU by an eligible employee, he/she may elect to supplement IDL payments with charges to his/her 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.

25.11 Such supplement shall continue until the employee has exhausted his/her accrued sick leave or until the employee provides to the CSU written notification he/she wishes to discontinue the supplement. Such a notice shall be provided fifteen (15) days prior to the effective date of such a discontinuation.

25.12 Such a supplement to IDL payments shall not result in the employee receiving a payment in excess of his/her regular salary or wage.

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

Non-Industrial Disability Insurance

25.14 The maximum weekly payment for eligible employees shall be **two hundred and fifty ~~one hundred thirty five~~** dollars ($**~~135~~250**.00).

Recreational Facilities

25.15 Full-time employees shall have access to CMA 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 CMA recreational facilities by employees shall be wholly voluntary and shall not be

considered as time worked.

Information Regarding Benefits

25.16 The CMA 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

25.17 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. **Parking rates shall not be increased in Fiscal Years 2017/2018, 2018/2019, and 2019/2020.**

25.X 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.

~~a. For the 2014/15 2017/2018 fiscal year, parking fees may be raised to an amount equal to that paid by students as of July 20147, but not to exceed an Increase of one dollar ($1) per month.~~

~~b. For the 2015/16 2018/2019 fiscal year, parking fees may be raised to an amount equal to that paid by students as of July 20147, but not to exceed an increase of one dollar ($1) per month.~~

~~c. For the 2016/17 2019/2020 fiscal year, parking fees may be raised to an amount equal to that paid by students as of July 20147, but not to exceed an Increase of one dollar ($1) per month.~~

~~d. Increases may be implemented at any time during the fiscal year, but the campus may not increase parking fees more than once per fiscal year.~~

Travel Reimbursement

25.18 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

25.19 Subject to CalPERS approval and in accordance with current retirement law, the parties agree that any CMA employee that immediately prior to the CMA 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.

25.20 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'** ~~Department of Personnel Administration's~~ 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

25.21 All employees eligible for either health insurance pursuant to provision 25.1 of the Agreement, or dental insurance pursuant to provisions 25.3 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 he/she has 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)

25.22 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

25.23 The CMA 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. CMA will endeavor to assist an employee's voluntary efforts related to participation in the program. As a means of correcting job performance problems, CMA 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

25.24 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 the employment in the amount of ten thousand ($10,000) each for both types of coverage.

CSU/2
BU 10
8/3/17
Via email 10:21am

TA 8/10/17 3:34pm

For CSU: [illegible] 8/10/17

ARTICLE 26

UNIFORMS

26.1 ~~The~~ **Cal Maritime** ~~CMA~~ shall provide uniforms to bargaining unit employees. ~~The~~ **Cal Maritime** ~~CMA~~ will provide, maintain, and launder shirts, pants and coveralls. **Cal Maritime** ~~CMA~~ shall provide to each employee a jacket for inclement weather. After a period of at least two years, **Cal Maritime** ~~CMA~~ will replace the jacket, if it determines there is a demonstrated need for replacement. Employees shall be responsible for maintenance and laundry of jackets.

26.2 Uniform shirts shall be provided in either short or long sleeve. It shall be the employee's option, contingent upon work assignment, which length shirt shall be worn.

26.3 Employees shall wear uniforms in accordance with instructions provided by **Cal Maritime** ~~CMA~~. Employees shall have the option to wear either a combination of shirts and pants or coveralls. The wearing of either shall constitute compliance with this Article.

26.4 At the employer's option, shirts and coveralls shall include a name identifying the wearer. Such names shall be "first" or common usage nicknames and shall be so identified by each employee.

Appropriate Administrator 8/10/17

26.5 **Except on predetermined days designated by the** ~~campus,~~ employees shall have the option of wearing any hat or headgear of their personal choice. **The** ~~Campus~~ **may designate certain days in which only hats or headgear with the official Cal Maritime logo shall be worn. Such days shall be designated when deemed appropriate in relation to special circumstances or campus events. Cal Maritime shall provide reasonable notice, to employees, of designated days.**
Cal Maritime shall provide a hat or headgear, which shall be replaced at the discretion of the appropriate administrator. Employees shall be responsible for maintenance and laundry of hats or headgear.

Appropriate Administrator 3:31pm 8/10/17

26.6 The wearing of any Union insignia or button shall not be restricted by ~~the~~ **Cal Maritime** ~~CMA~~.

[illegible] LU 39 8/10/17

JD Glaze 08/10/17

TA 8/10/17

CSU/1
7/11/17
1:10pm

TA 7/11/17 2:12pm

TA 2:12pm 7/11/17

CSU: N.S. dcw

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 hundred dollars ($500.00)** ~~**$300.00**~~.

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

27.2 The IUOE and the CMA agree to participate in the Northern California and Northern Nevada Joint Apprenticeship Committee. The Apprenticeship Program at CMA shall be administered in accordance with the following provisions:

a. The classification of positions and the selection process shall be governed and administered by the CMA.

b. The CMA retains the rights to hire, evaluate and discipline any employee participating in an apprenticeship programs, taking under consideration the recommendations of the Joint Apprenticeship Committee.

c. The apprenticeship program at the CMA shall operate under the Joint Committee concept. On the Joint Committee, there shall be an equal number of representatives selected by the Union and the CMA. IUOE representatives who have been selected as Joint Apprenticeship Committee members shall serve with no loss of compensation for attendance at Committee meetings.

d. The Joint Apprenticeship Committee shall oversee the training program for the classes included in its program.

e. The CSU and CMA reserve the right to cancel the apprenticeship program at CMA when such action is deemed to be in the best interests of the CMA or CSU.

Except for reasons of layoff, discipline, or poor performance, apprentices in the program shall be allowed to complete the program. The CSU agrees to give IUOE thirty (30) days notice before canceling an apprenticeship program.

ARTICLE 28

TRAINING AND DEVELOPMENT

General Training

28.1 An employee wishing training may submit a written request to the appropriate administrator. Such a request may include, but is not limited to, release time with pay, flexible working hours, tuition, and travel. The appropriate administrator shall respond to such requests in writing.

28.2 When an employee is required by an appropriate administrator to take work-related training, the employee shall be granted release time for such training if it occurs during working hours. When an employee is required by an appropriate administrator to take work-related training during non-working hours, such time shall be counted as hours worked for the purpose of computing overtime pay. Appropriate costs for such training shall be borne by the CSU.

Fee Waiver

28.3 The appropriate administrator may approve requests from all full-time and part-time permanent employees for enrollment in a maximum of two (2) CSU courses or six (6) units, whichever is greater, per semester/quarter (exclusive of courses in self-support programs) on the fee waiver program subject to the following conditions:

a. The course shall be job-related or shall be a part of an approved Career Development Plan.

b. The operational needs of the department are met in an orderly and normal manner.

c. CSU admission requirements shall be met or waived for an approved Career Development Plan. CSU admission requirements shall not apply for job-related courses.

28.4 An employee taking a course(s) subject to provision 28.3 of this Article shall be granted reasonable release time for one (1) on-campus course per semester/quarter.

28.5 The course of study for a Career Development Plan will be established by the employee and an appropriate advisor. Career development courses shall relate to future career opportunities and assignments within the CSU, but need not be in the employee's technical specialty.

28.6 Employees on a leave of absence who otherwise are eligible to request a fee waiver may request a fee waiver for enrollment in more than two (2) courses per semester/quarter.

28.7 In order for an employee to continue participating in this program normal academic standards shall be maintained. Courses taken on the fee waiver program shall be taken for credit and not audited.

28.8 A record of completed courses may be placed in the employee's official personnel file.

28.9 Employees eligible for participation in the CSU Fee Waiver Program as defined in provision 28.3 may transfer their existing Fee Waiver benefit entitlement maximum as defined in provision 28.3 to only one person per academic term who is a spouse, domestic partner, or dependent child, subject to the following conditions:

a. the courses are taken by a spouse, domestic partner, or dependent child who is matriculated toward a degree and the courses are for credit toward the degree's requirements;

b. this Fee Waiver benefit does not apply to out-of-state tuition;

c. the administration determines that there is space available in such course offerings for the spouse, domestic partner, or dependent child;

d. eligibility for this program commences with the Fall Quarter/term 2004. Participation by an eligible employee's spouse, dependent child, or domestic partner is subject to each CSU campus' standard admission and registration policies and procedures. Eligibility criteria for domestic partners shall be those used to determine such eligibility for health benefits.

28.10 The term "fee waiver" as used in this Article means a program that waives or reduces fees as listed below.

The following fees shall be fully waived:
Application Fee
Identification Card Fee
Instructionally Related Activity Fee
Health Services Fee

The following fees shall be reduced to one dollar ($1):
Student Body Association Fee
(may not be waived or reduced for dependents)
Student Union Fee
Health Facilities Fee

The State University Fee shall be waived for the units of courses taken in the CSU fee waiver program. Employees taking CSU courses in addition to the CSU fee waiver courses shall pay the difference between the full State University Fee and the part-time State University Fee.

ARTICLE 29

HEALTH & SAFETY

29.1 The Employer recognizes the importance of safe and healthful working conditions and shall make a reasonable effort to provide such to its employees.

29.2 The employer and the employees shall comply with state and federal health and safety laws and regulations. The employees shall also comply with campus safety rules and regulations. This provision shall not be subject to the arbitration procedures found in Article 9.

29.3 Safety equipment, protective clothing, and tools shall be provided by CMA at no cost to an employee when it is deemed necessary by the President to maintain safe and healthful conditions. When employees are issued safety equipment, protective clothing, and tools, they shall be responsible for loss or damage to these items other than that incurred as the result of normal wear or use through no fault of the employee. When protective clothing, including uniforms, is provided, the employee shall wear the clothing in accordance with instructions provided by the CMA.

29.4 When an employee in good faith believes that he/she is being required to work under unhealthy and unsafe conditions or without adequate safety equipment and clothing, he/she shall notify the appropriate administrator. The appropriate administrator shall investigate as soon as possible the alleged unhealthy or unsafe conditions or lack of safety equipment and clothing and shall immediately communicate with the employee as to the results of such an investigation and, if deemed necessary, the steps that shall be taken to correct the condition.

29.5 An employee may take out of service or shut down a machine when he/she considers it unsafe while reporting this condition to the appropriate administrator. If in good faith the employee believes continued operation of such a machine presents a clear danger to his/her health and safety, he/she may request a temporary reassignment pursuant to provision 29.6.

29.6 An employee may request a temporary reassignment when he/she believes in good faith that his/her present assignment presents a clear danger to his/her health and safety. The appropriate administrator shall promptly respond to such a request. Such a request shall not be unreasonably denied during the preliminary aspect of any investigation. If such an unsafe or unhealthy condition is found during such an investigation, the temporary assignment shall continue until a remedy is implemented.

29.7 There shall be a campus Safety Committee that shall meet at regularly scheduled times during normal business hours. A schedule of Safety Committee meetings for the fiscal year will be prepared and distributed to all members of the Safety Committee. At least one bargaining unit member, who shall be appointed by the Union, shall serve on the committee. Committee members may place items related to health and safety on the agenda for such committee meetings. Agendas will be

prepared and distributed as meeting notices to the committee members at least two weeks prior to the meeting date. Minutes will be distributed at or before the next meeting.

29.8 Upon the Union's written request, the Employer shall furnish to the Union with available Material Safety Data Sheets on hazardous substances used by unit employees. Where available, other similar information shall be provided to the Union, upon the Union's written request and within the requirements of the law. Upon the written request of the Union, public information regarding occupational injuries and accidents will be provided to the Union.

29.9 Adequate first aid equipment for the treatment of minor injuries shall be available at appropriate locations. Upon request of the employee, the Employer shall make arrangements to provide transportation for employees requiring medical treatment for on-the-job accidents or illnesses.

29.10 All work related injuries and illnesses shall be reported immediately to the appropriate administrator.

29.11 An employee who observes or detects any health or safety hazard shall report it to the appropriate administrator as soon as possible.

29.12 In the event that the CMA desires to utilize bargaining unit employees to perform any asbestos-related duties including, but not limited to, removing or repairing asbestos lagging, performing any asbestos abatement or cleaning up asbestos, such work shall be performed in accordance with the following procedure:

a. The CMA shall first endeavor to utilize qualified employees who have expressed a desire to perform such work. When there are an insufficient number of qualified employees desiring to perform such work, the CMA shall assign this work to qualified employees who shall not decline such assignments, subject to the other provisions of this Article.

b. In the event that there are an insufficient number of employees desiring to become qualified to perform such work, then the CMA shall assign employees to first, become qualified to perform such work, and second, to then engage in such work assignments. The employees shall not decline such assignments, subject to the other provisions of this Article.

c. This provision shall not prohibit qualified bargaining unit employees from performing asbestos-related duties that are necessary in order to complete their normal duties.

d. Payment for the performance of such duties shall be as provided in Article 24, Salary.

e. For the purpose of this Article, the term "qualified" shall be defined as either "EPA-Certified" or "CAL/OSHA" approved training for asbestos-related work.

29.13 The CMA shall complete the training of all bargaining unit employees in a general asbestos awareness course as determined by the CMA no later than twelve (12) months after ratification of this Agreement.

ARTICLE 30

LAYOFF

30.1 When the President determines that a layoff is necessary at the CMA because of a lack of work or a lack of funds, the following procedures shall apply.

Notice of Impending Layoff

30.2 When the CSU determines that there may be a need for implementation of any procedures outlined in this Article, the CSU agrees to immediately meet and confer with the Union on the bargaining unit impact including, but not limited to, voluntary programs, reduced work time, leaves of absence, and other personnel actions.

Order of Layoff

30.3 Layoff shall be within a defined occupational series grouping as established by Appendix B. The order of layoff shall be:

a. first, temporary employees,

b. second, probationary and apprentice employees, and

c. last, permanent employees.

30.4 Non-reappointment of a temporary employee does not constitute layoff.

30.5 Temporary, apprentice, and probationary employees shall be laid off in a defined occupational series grouping without regard to length of service. The criteria determining the order of layoff shall be:

a. merit and competency in relation to program needs; and

b. affirmative action needs of the CMA.

30.6 Permanent employees shall be laid off in a defined occupational series grouping as defined in Appendix B in reverse order of seniority.

30.7 An employee who possesses documentable specialized skills that are needed for the program not possessed by other employees in classification(s) undergoing layoff, may be excluded by the President from the layoff list.

Computation of Seniority Points for Permanent Employees

30.8 Full-time permanent employees shall earn one (1) seniority point of service credit in a

defined occupational series grouping for any pay period the employee was in pay status for eleven (11) or more working days. Part-time employees holding permanent status shall earn seniority points proportional to the time base served.

30.9 For the purpose of computing permanent employee seniority credit, length of service includes continuous time served at the CMA as a temporary, probationary, apprentice or permanent employee in a defined occupational series grouping and is counted from the date of appointment at the CMA to a class within a defined occupational series grouping. Seniority credit earned by employees for continuous time served at the CMA prior to July 1, 1995 shall be retained for the calculation of seniority in accordance with this Article.

30.10 In no case shall a permanent employee earn more than twelve (12) seniority points per year.

30.11 In the event a class is abolished or the use of the class restricted and a new class established in its place, all time served in the prior comparable class shall be counted as service in the new class, as long as both classes are within the same occupational series grouping.

Tie-Breaking in the Order of Layoff

30.12 A tie exists when two (2) or more permanent employees in a defined occupational series grouping undergoing layoff have the same number of seniority points.

30.13 In establishing the layoff order of permanent employees, ties shall be broken considering only the following factors:

a. specialized skills and competencies of the employee;

b. documented meritorious service by the employee; and

c. affirmative action needs of the CMA.

Notice of Layoff

30.14 A temporary, apprentice or probationary employee who is to be laid off shall receive notice of such layoff from the President no later than thirty (30) days before the effective date of layoff.

30.15 A permanent employee who is to be laid off shall receive notice of such layoff from the President no later than forty-five (45) days prior to the effective date of layoff. Such notice shall be in writing and mailed by certified mail, return receipt requested, to the employee's last known address.

Employee Options in Lieu of Layoff

30.16 A permanent employee who has received a notice of layoff shall have the right to elect transfer to any vacancy for which he/she is currently qualified in the bargaining unit at the CMA. Such qualification shall be determined in the normal manner. When two (2) or more such permanent employees elect transfer to the vacancy, the employee to be transferred shall be selected on the basis of any of the following factors:

a. specialized skills and competencies of the employees;

b. documented meritorious service by the employee; and

c. affirmative action needs of the CMA.

30.17 A permanent or probationary employee who has received a notice of layoff may elect to be transferred or demoted to any previously held classification outside of the occupational series grouping in which he/she held permanent status at the CMA, provided there has been no break in service.

30.18 In order to elect provision 30.16 or 30.17 of this Article, an employee must notify the CMA Human Resources Office in writing of his/her election not later than seven (7) days after receiving the notice of layoff.

30.19 An employee replaced by the demotion or transfer of an employee who has received a notice of layoff shall have the same rights as outlined in provisions 30.16 and 30.17 of this Article.

30.20 If an employee elects a demotion in lieu of layoff, he/she shall receive a payment above the maximum in accordance with Article 24, Salary.

Reemployment Rights

30.21 The names of laid off permanent employees shall be entered on a reemployment list by classification in order of seniority. An employee's name shall remain on the reemployment list until he/she returns to a position within the defined occupational series group in the same classification or lower classification held at the time of layoff and at the same time base as previously held.

In no case shall a name remain on the reemployment list for more than four (4) years.

30.22 Position vacancies in the same or lower classifications in a defined occupational series group for which there are names of qualified individuals on the reemployment list as established in provision 30.21 above shall not be filled without first making an offer of reemployment to those on the list. If an individual on the reemployment list declines two (2) such offers, he/she waives his/her reemployment rights. An individual on a reemployment list may request inactive status for up to one (1) year.

30.23 An employee reemployed under the conditions of this Article shall retain permanent status rights, service credit (subject to PERS regulations), salary step, sick leave, and seniority credits he/she held at the date of layoff.

30.24 Provisions of this Article shall apply only to the CMA where the layoff occurred, except for provision 30.25 below.

Reemployment Opportunities

30.25 The CSU shall provide a job clearinghouse to advise and inform employees in classifications undergoing layoff of employment opportunities at other campuses. The services of the clearinghouse shall be available upon request to permanent employees in receipt of notice of layoff or former permanent employees on a reemployment list. No campus may fill a vacancy without first ascertaining whether there are individuals in the applicant pool who have been referred through the clearinghouse. Such individuals who have applied for the vacancy shall be interviewed.

1pm
CSU/I
8/10/17

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, 20~~17~~**20**.

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.

APPENDIX A

SALARY SCHEDULE

The current salary schedule can be found at:

http://calstate.edu/HRAdm/SalarySchedule/salary.aspx

APPENDIX B

WORK GROUP TABLE

Group #1
CMA Chief Engineer
CMA Stationary Engineer
CMA Stationary Engineer Apprentice

Group #2
CMA Carpenter II
CMA Carpenter I

Group #3
CMA Painter II
CMA Painter

Group #4
CMA Building Maintenance Worker
CMA Skilled Laborer
CMA Facility Worker
CMA Maintenance Mechanic

Group #5
CMA Materials and Stores Specialist
CMA Warehouse Worker

Group #6
CMA Automotive Equipment Operator II
CMA Automotive Equipment Operator I
CMA Automotive Mechanic

Group #7
CMA Motor Vessel Engineer

Group #8
CMA Able Seaman

Group #9
CMA Lead Groundskeeper
CMA Groundskeeper

Group #10
CMA Electrician II
CMA Electrician I

Group #11
CMA Locksmith

Group #12
Plumber II
Plumber I

Group #13
CMA Pest Control Technician

CSU/1
10/17/17

Memorandum of Understanding (MOU)
Regarding New Unit 10 Employee Orientation

In order to carry out the legislative intent and to implement the provisions of AB 119, the International Union of Operating Engineers (IUOE) and California State University (CSU) agree to the following terms:

New Employee Orientation

1. The Union's Business Representative shall be given the opportunity to attend any New Employee Orientations, in which a newly hired Local 39 represented employee is scheduled to attend.

2. Cal Maritime shall provide a minimum of ten (10) days' advance notice of the new hire orientation dates. When New Employee Orientations are scheduled with less than ten (10) days' notice, IUOE will received a notice of the event as soon as the information is available for distribution to new employees.

3. The Union will be allotted a maximum of thirty (30) minutes (or less if agreed, to by both the parties) at the New Employee Orientation.

4. Cal Maritime agrees to make union provided information available to newly hired Local 39 represented employees, as long as no information pertaining to either local or partisan elections is included in the union provided information.

Employee Contact Information

5. Cal Maritime shall provide the following employee information within thirty (30) days of hire or by the first pay period of the month following hire:

    a) employees name;
    b) job title;
    c) department;
    d) work location;
    e) work phone number;
    f) home phone number;
    g) personal cellular phone number;
    h) personal email address; and,
    i) home address.

6. Cal Maritime agrees to provide the employee information above every one hundred twenty (120) days for all Local 39 represented employees.

7. The parties agree to continue to adhere to Article 4.7 of the Collective Bargaining Agreement. Nothing in this agreement is intended to undermine or discourage Cal

Maritime and IUOE from developing and/or maintaining additional campus-based practices regarding the provision of employee information.

8. **This MOU shall be in effect through June 30, 2020 but shall be extended automatically if the parties have not agreed to new terms. However, consistent with AB 119, the parties shall go to interest arbitration if they are unable to reach agreement within sixty (60) days of bargaining over a successor agreement for New Employee Orientation. Upon mutual agreement, the parties may extend the sixty (60) day bargaining period.**

TENTATIVE AGREEMENT

For the SCCD:

_____

_____

Date

For Local 39:

_____

_____

Date