

Memorandum of Campus Agreement

California State University Maritime Academy

California State University Maritime Academy's Training Cruise and Vessel Program

California State University Maritime Academy (Cal Maritime) Training Cruise and Training Vessel Program combines the operation of the training vessel(s) with academic and practical programs of instruction to provide a comprehensive learning experience for our students leading to United States Coast Guard (USCG) Licensing as Deck and Engine Officers for the United States Merchant Marine as well as for those students who are not seeking licenses in the maritime industry.

Faculty workloads involving training vessels and cruises are unique to this experience. Faculty hired primarily due to their maritime background and license may be expected to perform duties and responsibilities not normally associated with traditional classroom teaching. These duties include sailing as merchant officers on the training vessels under the auspices of their license and ensuring the safe and professional operation of the training vessels both during the annual training cruise as well as during the academic year.

It is our intent that all faculty in the annual Training Cruise and Training Vessel Program contribute to the successful completion of the programs on an equitable basis, combining operation, teaching, and mentoring to provide the best learning and living environment, along with a total global experience for all participating students. Consistent with the foregoing, the parties agree as follows:

1. Training Cruise Pay

Faculty members hired on the Training Cruise calendar will be paid at a rate of ~~23%~~30% above the faculty member's academic year base salary up to the maximum of the salary range in effect for their rank and classification. Faculty hired for the annual training cruise will be expected to participate in all aspects of the training program as has been past practice. The academic year salaries of Cruise Faculty shall be increased by 4% effective from the date of execution of this agreement.

2. Training Cruise Format and Composition

The cruise format is based on not exceeding 65 days with approximately 14 days in port, 47 at days at sea, and 3 at Cal Maritime. In calculating the 65 day maximum, any day or portion of a day required for travel to or from the cruise commencement point or cruise termination point shall count as a cruise day. If future cruise scheduling and composition (total days, sea days, and port days) varies significantly from the existing format, this agreement will be reopened for discussion at the request of either party.

3. Training Cruise Leave of Absence for Cruise Calendar Faculty:

One (1) faculty member per year on cruise calendar will be granted, upon request, a cruise Leave of Absence (LOA) without pay. Such leave will not interfere or otherwise prevent a faculty member from exercising their leave entitlements pursuant to Articles 22 and 23 of the CBA. This LOA without pay for the cruise period would be accomplished by placing the Unit 3 cruise salary faculty member on the Academic Year Calendar for the year preceding the Training Cruise in question. The Training Cruise Faculty would have to apply for the LOA without pay by May 1st of the year preceding the cruise in question. If more than one Training Cruise Faculty applies for the LOA without pay for the same cruise period, the LOA without pay would be granted in the following manner:

- a. Faculty member with the longest time since they were granted a LOA without pay for the cruise period; then
- b. Faculty member with the largest number of mandatory cruises sailed on the Training Ship; then
- c. If (a) and (b) above are tied, a random lottery shall be used to determine the faculty member eligible for the Training Cruise LOA without pay.
- d. Pursuant to this section, a faculty member shall not be granted more than two (2) LOA's without pay during any five (5) year period.

4. Use of Sick Leave While on Training Cruise Calendar

- a. A Training Cruise Calendar faculty member who becomes unable to go on cruise for medical reasons and is deemed medically unfit for cruise duty may use accrued sick leave for the duration of the cruise period (or be placed on leave without pay if he/she has insufficient sick leave to cover the cruise period). The use of sick leave (or leave without pay) will be deducted in accordance with the State Controller's Office rules of 40 hours per week.
- b. If a faculty member is unable to go on cruise the following year for medical reasons, he/she will again use accrued sick leave (or leave without pay), however, at this point he/she will be converted to academic year status at the beginning of that academic year (following the second missed cruise). In other words, after two years of "unfit" findings, faculty members will come off Training Cruise Calendar status and converted to Academic Year status.
- c. Reinstatement to cruise calendar status in subsequent years will be at the discretion of Cal Maritime management in accordance with the current collective bargaining agreement.

- d. Cal Maritime is under no obligation, federal and state law notwithstanding, to offer alternative assignments to the cruise.

5. Training Cruise Incidental Expense Reimbursement

Employees participating in the annual training cruise shall be entitled to a cruise incidental expense that is equal to the state approved incidental expenses for travel which shall be exempt from IRS and state withholding. The Training Cruise incidental expense shall be paid once per month during the annual training cruise to all eligible employees.

6. Reimbursement of Credential and License Fees

When Cal Maritime faculty unit employees are required to maintain a credential or license as a condition of employment, they shall be reimbursed for all normal and customary credential or licensing fees (consistent with program needs and faculty appointments) with prior approval by the President or designee. Any denial shall include a written explanation. This benefit shall not be considered compensation for purposes of retirement.

7. Uniform Allowance

Cal Maritime shall authorize an initial uniform issue, not to exceed \$900, for newly employed Cal Maritime faculty who are employed in a permanent position which requires the wearing of a uniform. A uniform replacement allowance, not to exceed \$400 a year for eligible employees, is authorized after the faculty has been employed for the equivalent of one (1) year in a permanent position which requires a uniform. Faculty employed as annual full-time lecturers may be authorized \$400 for partial uniform purchase. The dollar amounts listed herein are subject to bargaining should the uniform requirements change.

“Uniform” means outer garments which are required by the Academy (and made known to faculty members) to be worn exclusively while carrying out the duties and

responsibilities of the position and which are different from the design or fashion of the general population. This definition includes items that serve to identify the person, agency, functions performed, rank, or time of service. In order to be reimbursed, documentary evidence of purchase will be required. Annually updated uniform lists are maintained in the Human Resources' office.

Employees shall select appropriate items from the uniform initial issue list.

Uniform allowances shall not be considered as compensation for purposes of retirement.

8. Training Cruise Assignment

a. Tenured Faculty on Cruise Calendar

Faculty appointed into a Training Cruise classification (list) as of the date of adoption of this Memorandum of Understanding, may elect to:

1. Remain on the current cruise calendar and continue to receive the negotiated cruise differential, OR
2. Be transferred into an appropriate appointment in an academic year classification (list) by providing notice of that intent to the Appropriate Administrator by 06/30/2019. Training Cruise Faculty who elect to transfer into an academic year appointment shall not be precluded from receiving an additional temporary faculty Training Cruise appointment as extra work for extra pay pursuant to Article 12 of this Agreement for any subsequent cruise. The cruise differential for faculty who undertake an additional cruise appointment under this section shall be 0.55% per day of their regular academic year salary.
3. Faculty transferred into an academic year appointment pursuant to 8(a)(2) may thereafter elect to go on cruise provided:
 - i. They maintain a valid USCG license with STCW endorsements.
 - ii. They notify Administration by December 1 of the year preceding the cruise for which the employee wishes to be considered.

b. Probationary Faculty on Cruise Calendar

Probationary Faculty appointed into a Training Cruise classification (list) as of the date of adoption of this Memorandum of Understanding, may elect to:

1. Remain on the current cruise calendar and continue to receive the negotiated cruise differential, OR
2. Be transferred into an appropriate appointment in an academic year classification (list) by providing notice of that intent to the Appropriate Administrator by 06/30/2019. Training Cruise Faculty who elect to transfer into an academic year appointment shall not be precluded from receiving an additional temporary faculty Training Cruise appointment as extra work for extra pay pursuant to Article 12 of this Agreement for any subsequent cruise. The cruise differential for faculty who undertake an additional cruise appointment under this section shall be 0.55% per day of their regular academic year salary.
3. A probationary employee transferred into an academic year appointment pursuant to 8(b)(2) may thereafter elect to go on cruise provided:
 - i. They maintain a valid USCG license with STCW endorsements.
 - ii. They go on cruise for three out of five years as a condition of employment.
 - iii. They notify Administration by August 1 that they will not be going on cruise for the following year.
4. Failure to comply with section 8(b)(3)(ii) shall be considered a failure or refusal to perform the normal and reasonable duties of the position, except where the faculty is excused from cruise as agreed to as a reasonable accommodation due to a disability or family medical leave.

- c. Probationary faculty hired After the Start of Academic Year 2019/2020
1. Probationary faculty hired subsequent to the start of Academic Year 2019/2020 appointed into a cruise classification will be required to:
 - i. Maintain a valid USCG license with STCW endorsements.
 - ii. Failure to comply with section 8(c)(1) shall be considered a failure or refusal to perform the normal and reasonable duties of the position, except where the faculty is excused from cruise as agreed to as a reasonable accommodation due to a disability or family medical leave.
 2. Probationary faculty hired subsequent to the start of Academic Year 2019/2020 appointed into an Academic Year classification will be required to:
 - i. Maintain a valid USCG license with STCW endorsements.
 - ii. Go on cruise for three out of five years as a condition of employment.
 - iii. Notify Administration by August 1 that they will not be going on cruise for the following year.
 - iv. Failure to comply with section 8(c)(2)(ii) shall be considered a failure or refusal to perform the normal and reasonable duties of the position, except where the faculty is excused from cruise as agreed to as a reasonable accommodation due to a disability or family medical leave.
 - v. The cruise differential for faculty appointed into an Academic Year appointment undertaking an additional cruise appointment shall be 0.55% per day of their regular academic year salary.

- d. The parties agree that at least 50% of the licensed tenured/tenure-track faculty per department shall cruise each year. If that percentage cannot be met, the Appropriate Administer may require a licensed faculty, who had elected not to cruise under 8(b) and 8(c) above, to go on cruise. This provision will be applied to qualifying faculty in reverse order of seniority.
- e. Cruise –Year Faculty members shall be eligible to participate in an Exchange Mariner Program as part of the normal sabbatical leave program as outlined in the Collective Bargaining Unit Agreement between the parties.

9. Maritime Vocational Instructors/Lecturers (MVI/MVL)

Due to the unique nature of the educational programs at Cal Maritime, some faculty will be hired with seagoing experience and a USCG license who may not yet hold a Master’s or terminal degree. Normally these faculty members will be hired and classified as Maritime Vocational Instructors (MVI on the tenure track) or Maritime Vocational Lecturers (MVL, non-tenure track).

The MVI promotion structure will parallel the academic structure beginning with MVI—II equivalent to Assistant Professor, MVI-III equivalent to Associate Professor, and MVI-IV equivalent to Professor). Contract language pertaining to academic structure shall apply to the MVI structure. The MVL is considered to be a temporary, non-tenure track position. MVI criteria for retention, tenure, and promotion shall follow the approved Senate RPT policy.

10. Labor Management

During the Cruise period, the University and CFA shall toll timelines for all grievances, including the initial filing of grievances.

11. Health, Safety, and Habitability

The parties recognize that participants in the training cruise spend up to two weeks at a time in between port, and that it is in best interest of all concerned to maintain the highest standards with regard to health, safety, and habitability of living and work spaces.

- a. Cal Maritime shall consider recommendations from the standing Health and Safety Committee.
- b. Cal Maritime shall maintain cabins and classrooms in good repair with regard to habitability and sanitation. Each cabin and class room shall be inspected and professionally cleaned before move-in.
- c. Faculty, staff and upper-class cadets shall have use of the wardroom. However, the wardroom may be open to upper-class cadets no more than one day a week entry by invitation only. A week is defined as Monday through Sunday for this provision.
- d. Faculty and staff members shall have use of the gym and recreational areas of the ship during designated hours.
- e. Faculty and staff shall have access to medical relief and care in-port.
- f. Cal Maritime shall maintain private and confidential personnel documents and records in accordance with Article 11 of the CBA.

12. Joint Labor Management Committees (LMC)

- a. Joint labor management committee meetings shall be held to discuss the following issues:
 - 1. Uniform Standards
 - 2. Maritime License Insurance Group Policy
- b. Committee recommendations, if any will be advisory in nature.

13. Internet Access

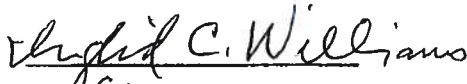
Cal Maritime will work to ensure that faculty will have reasonable communications and internet access to conduct personal or professional business.

14. Duration

This memorandum of Campus Agreement shall take effect on the date of execution and shall remain in effect until June 30, 2020.

By signing below, the parties witness their Agreement to all the terms and conditions of this Memorandum of Campus Agreement.

For Cal Maritime:



Ingrid Williams
Associate Vice President of Human Resources,
Diversity & Inclusion, and Administration

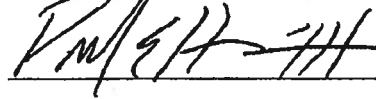


John Swarbrick
Associate Vice Chancellor & Chief Negotiator
California State University, Office of the
Chancellor

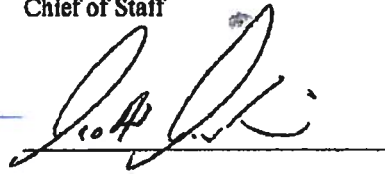


Neha R. Shah
Systemwide Labor Relations Manager
California State University, Office of the
Chancellor

For California Faculty Association:



Paul Harris
Chief of Staff



Scott Sarrheim
Cal Maritime Chapter President



Sue Pak
Cal Maritime Academy Field
Representative