

# Memorandum of Campus Agreement

## California State University Maritime Academy

### Preamble:

The Training Cruise and Training Vessel Program (TCTVP) at CSUMA combines academic and practical programs of instruction with operations of the training vessel(s) to give a comprehensive learning experience for its students, leading to United States Coast Guard (USCG) Licensing as Deck and Engine Officers for the United States Merchant Marine.

TCTVP faculty are hired primarily due to their maritime background, licenses, and teaching abilities, and may or may not come from a traditional academic background. Faculty instructional workloads involving training vessels and training cruises are unique to this experience. TCTVP faculty understand that part of their responsibility is the expectation that they will perform additional duties and responsibilities not normally associated with traditional classroom teaching, and that such responsibilities may be most appropriately and effectively performed outside of normal working hours and days, and offshore. Such duties include acting as merchant officers 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 licensed faculty contribute to the successful completion of educational programs on an equitable basis, of teaching, mentoring, and combining operations to provide the safest and best learning and living environment for all aboard. Our goal is also to provide a global experience for all participating students.

This Preamble section is not subject to the Grievance Procedures in Article 10 of the Collective Bargaining Agreement (CBA) between the parties.

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

The parties agree to the following terms regarding the California State University Maritime Academy's Training Cruise and Vessel Program:

### Training Cruise Pay

Faculty members hired on the Training Cruise calendar will be paid at a rate of 34% 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.

TCTVP faculty understand that part of their responsibility is the expectation that they will perform additional duties and responsibilities not normally associated with traditional classroom teaching, and that such responsibilities may be most-appropriately and effectively performed outside of normal working hours and days, and offshore. Such duties include acting as merchant officers 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. The University, in collaboration with cruise faculty and CFA, will consult to develop, by February 1, 2023, guidelines that define "normal duties".

At the sole discretion of the Captain, Faculty may be assigned work over and above the normal duties of their position on more than a de minimis basis. Faculty assigned to such an assignment shall receive a \$500 (five hundred) per week for each week they are assigned to such work, upon return and verification of such work. The decision of the Captain to assign additional work, made in accordance with this section shall be final and shall not be subject to Article 10, Grievance Procedure. The captain will attempt to distribute any additional work in ways that do not overburden individual faculty members.

Faculty members who volunteer for and are selected to act as Deputy Title IX Officers for training cruises shall be provided with appropriate training and support to perform the Deputy Title IX Officer duties and responsibilities. Such faculty members shall be eligible to receive an additional appointment in accordance with Provision 36.5 as agreed by the faculty members and CSUMA for such service.

In addition, each faculty member who teaches on the 2022 cruise will be paid a one-time bonus of \$1000 (one thousand dollars) for all faculty who go on cruise to be paid at the end of cruise. This payment for additional employment shall not set a precedent at Cal Maritime or any other campus within the CSU system.

## Training Cruise Format and Composition

The cruise format is based on not exceeding 65 days with approximately 14 days in port, 47 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 the cruise extends beyond 65 days or faculty who agree to participate in two cruises in a given cruise calendar year, faculty shall be assigned an additional cruise appointment. In a two-cruise summer, cruise assignments for the cruise year calendar faculty shall be made by Cal Maritime following existing procedures. These assignments will be announced by the 15th of December preceding the subject cruise year. The cruise assigned to a faculty member shall be based on the faculty member's preference, unless operational needs require Cal Maritime to make a cruise assignment.

## Training Cruise Leave of Absence for Cruise Calendar Faculty (CCF):

Up to one (1) Cruise Calendar Faculty member from the Department of Marine Transportation and one (1) member from the Department of Engineering Technology per year 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 1<sup>st</sup> 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.

## Use of Sick Leave for CCF

- a. A CCF 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.

### 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.

### 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 reasonable and necessary fees related to credential or licensing (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. Faculty are required to provide up to date licensing records to their Dean. Faculty shall inform their Deans as soon as possible of licensure renewals or upgrades. Faculty shall be responsible for completing their licensure renewals or upgrades requirements in a timely manner. The Office of Marine Programs shall maintain a database of licenses as well as expiration dates that is to be shared with all relevant parties (chairs, captain, human resources, etc.) for the purpose of license maintenance expense planning.

## Uniform Allowance

Cal Maritime shall authorize an initial uniform issue reimbursement, not to exceed \$1000, for newly employed Cal Maritime faculty who are employed in a permanent position which requires the wearing of a uniform. A uniform replacement reimbursement, not to exceed \$500 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 up to \$500 for partial uniform purchase reimbursement. 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.

## Training Cruise Assignment

- a. Cruise Calendar Faculty (CCF): CCF as of the date of adoption of this Memorandum of Understanding, may elect to:
  - i. Transfer into an appropriate appointment in an academic year classification by providing notice of that intent to the Appropriate Administrator by June 30<sup>th</sup> of the preceding academic year. Training Cruise Faculty who elect to transfer into an academic year appointment shall not be precluded from working on the cruise.
- b. Academic Year faculty (AYF)
  - i. All AYF are required to maintain any applicable requirements to go on the cruise, including valid USCG license with STCW endorsements.
  - ii. AYF may request to go on the cruise by July 30 of the preceding academic year
  - iii. Cal Maritime shall inform AYF if their request is approved on or before August 30 or as soon as it is operationally feasible.

- iv. If there are not enough AYF volunteers to fulfill the necessary faculty for the training cruise, Cal Maritime may, at its sole discretion, require AYF to go on a training cruise. If Cal Maritime requires AYF to go on cruise it shall notify faculty by October 1<sup>st</sup> of the cruise year. AYF required to go on cruise will be selected as follows:
    - 1. First, faculty who have not gone on a training cruise, then
    - 2. Faculty member with the longest time since they went on a training cruise; then
    - 3. Faculty member with the least number of mandatory cruises sailed on the Training Ship; then
    - 4. If the above are tied, a random lottery shall be used to determine the faculty members required to go on the Training Cruise.
    - 5. Pursuant to this section, a faculty member shall not be required to go more than three (3) training cruises in a five (5) year period.
  - v. If an AYF is assigned to go on cruise by Cal Maritime, the AYF will be placed on the Cruise Calendar for the year in which they participate on the Training Cruise. Faculty assigned to go on cruise who fail to do so shall pay back any Cruise Pay owed through wage deductions of equal installments, not to exceed 25% of their base pay, and spread over a minimum of six (6) pay warrants following the last overpayment.
  - vi. In the event that a cruise position opens after the start of the academic year due to unforeseen circumstances, AYF who are assigned to participate on a cruise shall be retroactively converted to CCF.
- c. In the event there are more faculty who express interest to go on cruise than there are positions available, faculty shall be selected in the following order:
- i. Professor/MVI IV
  - ii. Associate Professor/MVI III
  - iii. Assistant Professor/MVI II
  - iv. Lecturer/MVL
  - v. Visiting Professor
  - vi. Non-CSU hires
- d. Failure to comply with this MOU 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.

## Health, Safety, and Habitability of Shipboard Living and Working Spaces.

The parties recognize that it is in the best interest of all concerned to maintain a high and consistent standard of sanitation, safety, and habitability of living and work spaces aboard the training vessels.

- a. CSUMA shall consider recommendations for the training cruise from the standing Health and Safety Committee, especially in regard to the prevention and transmission of disease while underway. Faculty and staff of the training cruise shall follow established policies, practices and procedures set forth by the SMS.
- b. CSUMA shall maintain faculty staterooms, shipboard common areas and teaching areas in good repair with regard to habitability and sanitation. Each stateroom and classroom shall be inspected and professionally cleaned prior to move-in.
- c. At least ten (10) days prior to embarkation, Cal Maritime's Safety Officer, a CFA representative, a designated member of the ship crew and a sailing faculty member shall inspect faculty staterooms and classrooms to identify possible health and safety hazards. Additionally, the faculty member assigned to the room or designee may inspect the room during this time period. Health and safety hazards issues may include, but are not limited to:
  - i. Unsanitary conditions, excessive mold, or water leakage
  - ii. Malfunctional toilets, sinks, or other utilities
  - iii. Debris from construction or repair work
  - iv. Ventilation system malfunctions
  - v. Lighting and other classroom equipment
- d. Corrective actions will be taken prior to the ship departing. If remediation is not possible by time of sailing, alternate accommodations will be explored.
- e. Faculty and 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.
- f. Faculty and staff members shall have exclusive use of the gym and recreational areas of the ship during designated hours.
- g. Faculty and staff shall have access to medical relief and care.
- h. Cal Maritime shall maintain private and confidential personnel documents and records in accordance with Article 11 of the CBA.

## 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.

## Internet Access

Cal Maritime will work to ensure that faculty will have reasonable communications and internet access. Faculty shall have a dedicated ethernet port with internet access in their stateroom.

## Grievance Timelines:

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

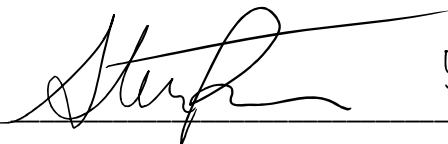
## Duration

This Memorandum of Campus Agreement shall take effect on the date of execution and shall remain in effect until June 30, 2027, and may be extended with the Collective Bargaining Agreement in effect.

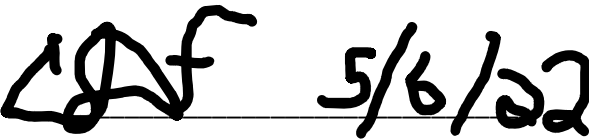
Both parties agree to reopen negotiations on the Training Cruise Pay provisions in this MOU effective AY 2023-2024. Reopener negotiations will begin no later than September 15, 2023, unless both parties agree to a different date.

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

### For California Faculty Association:

 5/6/22

Steven Runyon – CFA-MA Chapter President

 5/6/22

Craig Flanery – CFA Field Representative

### For California State University Maritime Academy:



May 6, 2022


Michael J. Martin, AVP HRSRM Diversity & Inclusion



[Graham Benton \(May 6, 2022 11:38 PDT\)](#) May 6, 2022

Graham Benton, Associate Provost

### For CSU:



05/06/2022

Diva M. Sanchez Trevino

Manager of Systemwide Labor Relations