

November 9, 2021 – June 30, 2024

Unit 10

Crafts, Maintenance & Stationary
Engineer Employees at the
California State University
Maritime Academy

IUOE

Stationary Engineers, Local 39, AFL-CIO

Collective Bargaining Agreement

between the

***BOARD OF TRUSTEES OF
THE CALIFORNIA STATE UNIVERSITY***

and the

***INTERNATIONAL UNION OF OPERATING ENGINEERS AND
STATIONARY ENGINEERS, LOCAL 39, AFL-CIO***



**International Union of Operating Engineers
Stationary Engineers, Local 39, AFL-CIO
337 Valencia Street
San Francisco, CA 94103**



**401 Golden Shore
Long Beach, CA 90802-4210**

- 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:
- The employee's spouse or registered domestic partner;
 - The employee, spouse or registered domestic partner's: parent, step-parent, grandparent, great-grandparent, sibling, child or grandchild (including foster, adopted and step), aunt, uncle;
 - The employee's son-in-law, daughter-in-law;
 - A person living in the immediate household of the employee, except domestic employees, roomers, boarders, and/or roommates.
- 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 their 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 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 the employee's 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 their sick leave or disability leave may be granted unpaid sick leave or may use their 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.

Bereavement Leave

- 15.15 For each death of an 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 provision 15.8 of this Article.

Time Off to Vote

- 15.17 If an employee does not have sufficient time outside of their 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 the employee 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.
- 15.18 If an employee knows of their need for time off to vote on the third working date before the day of the election, the employee shall give notice that they desire time off, in accordance with provision 15.17, to the appropriate administrator at least two (2) days before the election.

Absence as a Witness

- 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.
- 15.20 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.
- 15.21 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