

**COLLECTIVE BARGAINING
AGREEMENT**

**California Institute of the Arts
and
Communications Workers of
America, Local 9003**

April 18, 2022

Thru

April 18, 2025

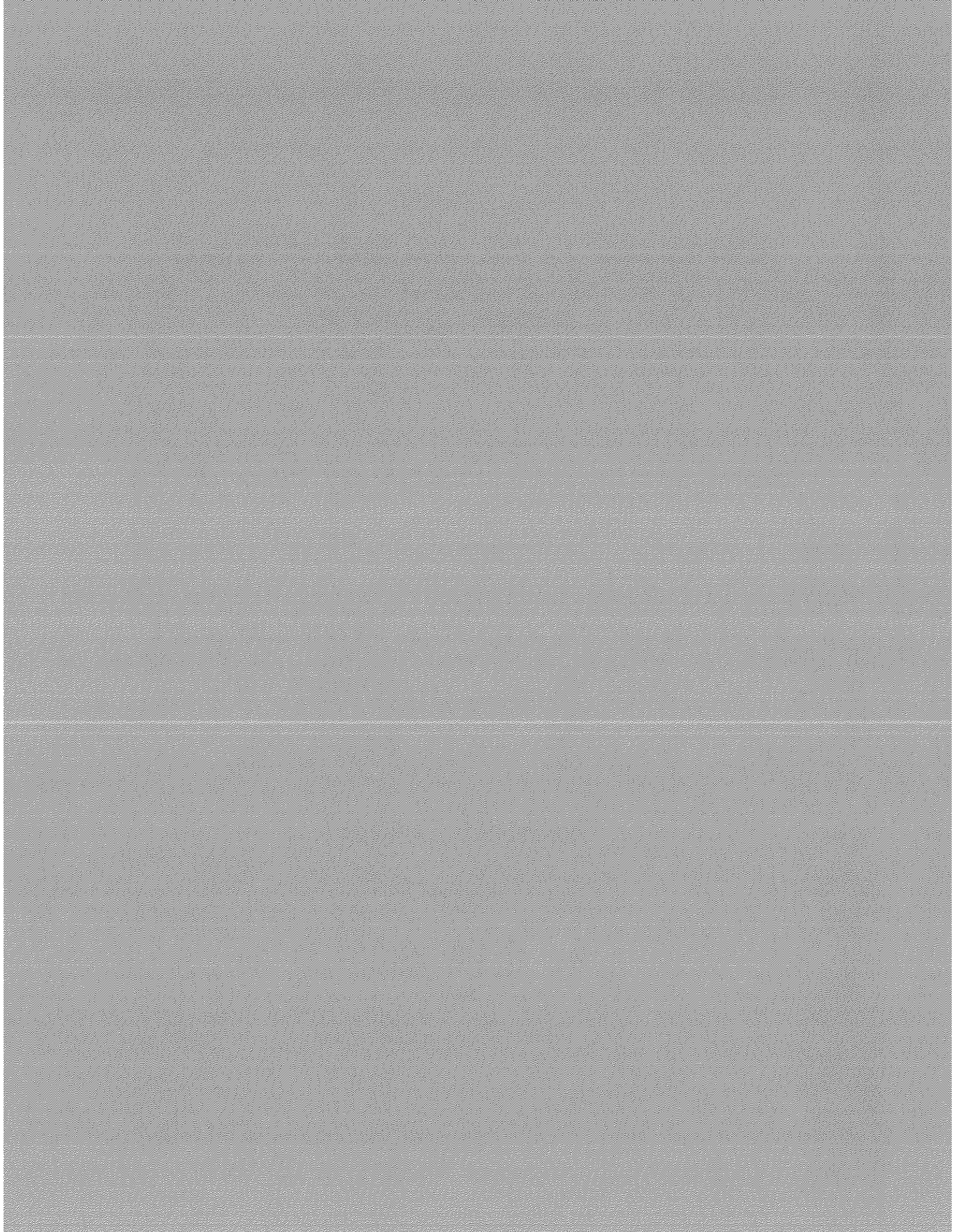


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ARTICLE 0.i

DEFINITIONS

1. Days – All references to “days” in this Agreement shall be business days unless otherwise specifically stated.
2. Calendar Week – A consecutive period of seven (7) days, the first day of which is Sunday.
3. Workweek – Consists of thirty-seven-and-one-half (37.5) or forty (40) hours of work during the calendar week beginning with Sunday.
4. Employee – Refers to any Bargaining Unit Employee unless otherwise stated.
5. School/Department – Refers to one of the schools which comprise California Institute of the Arts: Art, Critical Studies, Dance, Film/Video, Music, Theater; Bargaining Unit Employees within the same school comprise the group within which regular hourly assignments and/or time off schedule selections are determined.
6. Employer/Institute – Refers to the California Institute of the Arts.
7. Higher Wage-paying Classification – shall mean a classification in which the top wage step is a higher-wage than the top wage step of another classification.

ARTICLE 1

PREAMBLE

The Technical Artist Support Staff Union as set forth in Article 2 - Recognition is defined as staff employees who assist or otherwise advise students, faculty, or other staff in the technical aspects of creating artistic work. Additionally, these staff members develop workflows, provide maintenance, and make purchase recommendations for the technology used in artmaking. California Institute of the Arts ("CalArts") is a multidisciplinary community of artists and it is not by coincidence that those who hold these positions are also artists. The collective artistic experience of this unit helps them to perform their jobs at a high level and they must stay current in their respective fields to be effective in their roles at CalArts and benefit the Institute as a whole.

ARTICLE 2

RECOGNITION

CalArts, the Employer, herein recognizes Communications Workers of America (CWA), AFL-CIO, Local 9003 (the Union) as the sole and exclusive bargaining agent with respect to wages, hours of employment and other terms and conditions of employment for the following employees:

Included: All full-time and regular part-time Technical Artist Support Staff employed by CalArts at the Employer's Valencia, California campus, this consists of: (1) Studio Gallery Managers; (2) Equipment Coordinators; (3) Maintenance Technicians; (4) Heads of Production Services; (5) Technical Specialists, Production and Installation; (6) Chief Video Engineers; (7) Digital Labs Managers; (8) Technical Specialists; (9) Equipment Supervisors; (10) Technical Support Coordinators; (11) Associate Technical Directors; (12) Piano Technicians; (13) Master Electricians; (14) Associate Costume Shop Managers; (15) Production Associates, including production & Studio Associates – Audio & Visual and Production & Studio Associates – Master Carpenter; (16) Assistant Technical Directors; (17) Production Managers; and (18) Costume Manager.

Excluded: All other employees, facilities employees, office clerical employees, professional employees, managerial employees, guard, and supervisors as defined in the National Labor Relations Act (the "Act").

ARTICLE 3

AGREEMENT

This Collective Bargaining Agreement (the "Agreement") is made and entered into on this date of March 16th, 2022 by and between CalArts and the Union.

It is the purpose and intent of this Agreement to further working relations between the Employer and the Bargaining Unit Employees. The policies set forth within this Agreement are to govern rates of pay, hours of work and conditions of employment to be observed by all parties.

The Employer agrees not to sell or assign its business without expressly notifying the purchaser or assignee of the existence of this Agreement and which shall be binding upon all successors and assignees, as permitted by law.

ARTICLE 4

SUCCESSORSHIP

This Agreement shall be binding upon the Union and the Employer, their successors and assignees, and shall continue in full force and effect in the event of the sale or other transfer of the business covered by this Agreement. As a condition of the sale or other transfer of the business covered by this Agreement, the Employer shall require the buyer or transferee to assume and adopt the terms and conditions of this Agreement, and to continue to recognize the Union as the sole bargaining agent for the Bargaining Unit Employees covered by this Agreement.

ARTICLE 5

SAVINGS CLAUSE

If any provision of this Agreement is declared to be illegal, void or invalid by any court of competent jurisdiction or any administrative agency that has jurisdiction, or by reason of any existing or subsequently enacted legislation, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect, to the same extent as if the invalid provision had never been part of the Agreement. In such event, upon thirty (30) days' notice from either side, the parties agree to renegotiate any provision that has been invalidated.

ARTICLE 6

PAYROLL DEDUCTION OF UNION DUES

1. The Employer agrees to make payroll deductions of Union dues, agency fees or dues equivalent, from the first paycheck of each calendar month for each Bargaining Unit Employee who has so authorized check-off via a written authorization form. In the case of Bargaining Unit Employees hired after the date of this Agreement, the Employer will make a payroll deduction for the standard initiation fee payable under the Union's agreement during the first two (2) weeks after the calendar day of the Bargaining Unit Employee's employment. The authorization shall continue in effect until canceled by written notice from the Bargaining Unit Employee.
2. The Employer agrees that such deductions constitute trust funds that will be forwarded by the Employer to the Union not later than the twentieth (20th) day of each month for which the deductions are being made. The Employer shall bear the full cost of its administration of the dues deductions as set forth in paragraph 1. The Union agrees to print the dues deduction authorization cards in a form approved by the Employer and the Union.
3. A Bargaining Unit Employee's authorization shall be automatically canceled upon termination of employment, or upon termination of this Agreement. A Bargaining Unit Employee's authorization shall be suspended upon leave of absence in excess of thirty (30) calendar days. The Employer shall notify the Union of any cancellations or suspensions of dues at the time of the action. The Bargaining Unit Employee's authorization shall be reinstated after a return from leave of absence.
4. The amount of monthly Union dues will be certified to the Employer by the Secretary-Treasurer of Local 9003 at least four (4) weeks prior to the effective date of this Agreement.
5. It is agreed that, except as specified above, the Employer shall assume no financial or other obligations arising out of the provisions of this Article, and the Union hereby agrees that it shall indemnify and hold the Employer harmless from any claims, actions, or proceedings by Bargaining Unit Employee's arising from the Employer's actions in accordance with this Article.

ARTICLE 7

NO STRIKE/LOCKOUT

During the term of this Agreement, the Union and its agents shall not in any way, directly or indirectly, authorize or encourage any strike or work stoppage; nor shall any Bargaining Unit Employee authorize or encourage or engage in any strike or work stoppage. Violations of this Article may be subject to discipline, up to and including immediate termination. Employer agrees that it shall not lock out Bargaining Unit Employees. In the event of a violation of this Article, the aggrieved party may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it.

ARTICLE 8

MUTUAL INTERESTS

1. The Employer and the Union recognize that it is in the best interest of both parties, the employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Employer and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning and consistent with the Union's status as the exclusive bargaining representative of all Bargaining Unit Employees covered by this Agreement. To that end, the parties agree to the creation of a joint Labor Management Committee (the "LMC") to help discuss and resolve issues at the earliest opportunity. The LMC shall consist of not more than two (2) representatives designated by the Union and at least one representative designated by the Employer. The LMC may consider and make recommendations on matters arising under this Agreement, including those issues that may be informally resolved by mutual discussion prior to the invocation of the Grievance and/or Arbitration provisions and matters including but not limited to health and safety, training, facilities, and resources available to the Bargaining Unit Employees. The parties agree that the LMC shall not have the authority to renegotiate any of the provisions contained in Agreement. The LMC shall meet at least six (6) times per calendar year, on mutually acceptable dates and times to be agreed upon and scheduled at the beginning of the Fall Term. If the parties mutually agree that the meeting does not need to occur, then the meeting shall be canceled with reasonable notice. For urgent matters, additional meetings may be held by mutual agreement. Designated representatives of the Union and the Employer will suggest agenda items one (1) week prior to each meeting.
2. Each party shall bring to the attention of all Bargaining Unit Employees including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to ensure adherence to this purpose. In furtherance of this, the parties agree:
 - 2.1. The Employer agrees within fourteen (14) business days of the date of hiring to notify the Union of the name or names of all new Bargaining Unit Employees hired in advance of the new Unit Employee's orientation to allow Union participation in the orientation. It shall be the Bargaining Unit Employee's responsibility to keep the Employer informed of their address or telephone number change on forms provided by the Employer.
 - 2.2. The Employer agrees to print copies of this agreement and distribute a copy to existing and newly hired Bargaining Unit Employees.
 - 2.3. When the Employer hires new Bargaining Unit Employees, it shall hold a New Employee Orientation ("Orientation"). Attendance at the orientation will be an expectation for newly-hired Bargaining Unit Employees and shall be paid.

The Employer shall notify the Union of any Orientation meetings 30 days prior to the meeting date. This information shall be provided to the Union leadership and stewards (whose names have been provided to the Employer).

The Employer shall provide the Union with a full list of new Bargaining Unit Employees who will be attending the orientation at least one (1) week prior to the orientation date.

The Union shall have at least thirty (30) minutes at the end of each Orientation to meet with incoming Bargaining Unit Employees and present Union materials. This portion of the meeting will be for the Union and the new Bargaining Unit Employees, unless the Union chooses to invite others as well.

The Employer shall provide an appropriate meeting space for the Orientation.

ARTICLE 9

RESPONSIBLE UNION-EMPLOYER RELATIONSHIP

1. The Employer hereby recognizes the Union as the exclusive bargaining representative with respect to rates of pay, wages, hours of employment and other conditions of employment.
2. The operation of the Employer's business and the direction of the workforce including, but not limited to, the making or the enforcement of reasonable rules and regulations relating to the operations of the Employer's business is vested exclusively in the Employer, subject however, to the provisions of this Agreement.
3. The Union recognizes that Employer has the duty and right to manage and direct the workforce. Rights retained by Management include all rights normally retained by Management except as limited by this Agreement. These include, but are not limited to the right to:
 - Direct and control Employer's operations;
 - Alter, extend or discontinue existing equipment, facilities, and location of operations;
 - Establish and administer procedures, policies and rules;
 - Hire, assign, retain and dismiss non-bargaining unit members;
 - Hire, transfer, promote, discipline, and/or discharge Bargaining Unit Employees, subject to the terms of applicable law and this Agreement; and,
 - Establish, plan, direct and control Employer's mission, programs, curriculum and modes of delivery, schedule and academic calendar, courses offered, enrollment management, objectives, activities, resources, and priorities; and,

Unless addressed by this Agreement, in the event of the exercise of a management right that materially affects the wages, hours or other terms and conditions of employment of one (1) or more Bargaining Unit Employees, Employer shall provide the Union with fourteen (14) days written notice and meet as soon as feasible to bargain over the effects of the decision. Employer's failure to provide notice of a change in past practice that materially impacts the Bargaining Unit Employee's terms and conditions of employment shall be addressed by the grievance procedure. Employer's failure to

exercise any management right reserved to it shall not be deemed a waiver of its right to exercise the same.

4. Each Bargaining Unit Employee employed on or before the effective date of this Agreement and covered by the terms and conditions of this Agreement shall, as a condition of employment, either become a member of the Union, or pay or tender to the Union amounts which are the equivalent of periodic union dues.
5. Bargaining Unit Employees employed or entering into the bargaining unit after the effective date of this Agreement, shall, on or before the thirtieth (30) day of their employment, and as a condition of such employment, either become a member of the Union or pay or tender to the Union amounts which are the equivalent of periodic union dues.
6. The first ninety (90) days of employment shall be a probationary period during which time a discharge will not be subject to the Arbitration process and termination need not be for just cause. However the Employer agrees to discuss with the Union the reasons for discharge after terminating the Bargaining Unit Employee, if requested by the Bargaining Unit Employee or the Union.
7. All Bargaining Unit Employees shall register membership with the Union.
8. At the request of the Union, the Employer agrees to supply the Union with the names of any Bargaining Unit Employees within two (2) business days.

ARTICLE 10

NO DISCRIMINATION

1. Neither the Employer nor the Union shall discriminate against any Bargaining Unit Employee because of such employee's race, color, creed, religion, sex, sexual orientation gender, gender expression and gender identity, marital status, age, disability, medical condition, ancestry, veteran's status, or national origin; and to the extent provided by applicable state, local, and federal law.

Neither the Employer nor the Union will tolerate harassment of Bargaining Unit Employees by any other employee of Employer or by the Union. Harassment does not include verbal expression or written material that is relevant and appropriately related to course subject matter or curriculum, and nothing in this Article is intended to interfere with the Employer's educational mission or artistic freedom of Bargaining Unit Employees.

The parties agree that no one from the Employer or the Union shall retaliate against a Bargaining Unit Employee for filing a complaint of discrimination, harassment or retaliation, or for cooperating in an investigation of alleged discrimination, harassment or retaliation (collectively "protected activity.") For the purposes of this Article, retaliation includes actions taken in response to protected activity with the intent or effect of

adversely affecting the terms or conditions of employment (including, but not limited to, threats of physical harm, loss of job, punitive work assignments, or impact on salary or wages, or the access to benefits).

2. It is mutually agreed that neither party shall interfere with, restrain, coerce, or otherwise discriminate against any Bargaining Unit Employee in their right to join or assist any labor organization.

ARTICLE 11

INVESTIGATORY/DISCIPLINARY INTERVIEWS

A Bargaining Unit Employee shall have the right to be accompanied by one (1) Employer paid Job Steward or a representative of the Union during an investigatory/disciplinary interview. An investigatory interview is defined as an interview between a representative of the Employer and the Bargaining Unit Employee under circumstances where the interview could result in disciplinary action against the employee (or the employee believes that it could). A disciplinary interview is defined as a meeting for the express purpose of issuing disciplinary action. A Job Steward may attend in addition to any advisor of choice permitted by the policy.

ARTICLE 12

DISCHARGES AND SUSPENSIONS

1. Bargaining Unit Employees covered under this Agreement shall not be suspended or discharged except for just cause; with the exception of probationary Bargaining Unit Employees, who may be suspended or discharged at-will in compliance with applicable laws.
2. Any suspension or discharge of a Bargaining Unit Employee requires notification from the Employer of such an act to an Officer of the Union within five (5) business days after the suspension or discharge.

ARTICLE 13

UNION REPRESENTATIVES

1. Union Representatives: An accredited representative of the Union shall have reasonable access to the Employer's facilities on official Union business provided that such access does not unreasonably disrupt instruction.
2. Job Stewards: The Union shall notify the Employer of the names of all Job Stewards, and their areas of authority and responsibility. The Union shall promptly (within five [5] business days) notify the Employer whenever a new Job Steward has been selected.
3. The Employer recognizes the rights of the Union to designate Job Stewards. Job Stewards have no authority to initiate strike action or any other action interrupting the Employer's business in violation of this Agreement. The Job Steward shall be a

Bargaining Unit Employee of the Employer. A representative of the Union may serve as an alternate if the Job Steward is unavailable.

4. Job Stewards shall conduct all union duties within the scope of their responsibilities during regular hours (unless mutually agreed by Management and the Job Steward), paid by the Employer. Such duties will not cause overtime hours worked to be worked (unless approved by Management) and shall be conducted in compliance with required meal and rest breaks.

ARTICLE 14

GRIEVANCE PROCEDURE

1. The term "grievance" as used in this Agreement shall mean any grievance made either by an individual Bargaining Unit Employee or group of Bargaining Unit Employees contending that there is a dispute concerning the interpretation, application, misapplication or claimed violation of a specific term or provision of this Agreement. The above definition shall be grievances subject to arbitration provided the procedures as set forth within this Article are followed.

If a grievance involves allegations of discrimination or harassment on the basis of a legally protected category that would be covered by Article 10, Non-Discrimination, and the allegations shall be processed through the legally required procedures of the Employer. The matter will be investigated per the procedures and the Employer shall make a determination on whether discrimination/harassment has occurred and the sanctions and remedy. Any suspension or discharge sanction under those procedures against a Bargaining Unit Employee may be grieved.

2. Nothing shall prevent the presentation of grievances not falling within the above said definition except grievances of this nature shall not be subject to arbitration.
3. Grievances of any Bargaining Unit Employee or group of Bargaining Unit Employees shall receive fair, just and speedy consideration and shall be handled without prejudice.
4. A grievance that is to be recognized by either the Employer or the Union must be presented within thirty (30) days after the alleged violation occurs or within thirty (30) days after the affected Bargaining Unit Employee(s) knows or has reason to know of the alleged violation.
5. Prior to the Step 1 grievance meeting, at the discretion of the Union, an informal resolution meeting between the supervisor and the Union representative may take place. If applicable, the aggrieved Bargaining Unit Employee may attend the meeting at the Union's request. Pay shall be allowed for the Union representative and the aggrieved Bargaining Unit Employee, if present. If the issue is not resolved at the informal meeting

and the Union chooses to proceed to file a formal grievance, the grievance(s) shall be presented and processed only in the following manner.

5.1. Step 1

- 5.1.1. The grievance shall be presented in writing to the aggrieved Bargaining Unit Employee's immediate supervisor.
- 5.1.2. The grievance shall contain a statement of facts in sufficient detail to set forth the nature of the grievance, date or dates involved, times, occurrences, circumstances, and a reference to the applicable Article and Section that is alleged to have been violated or Employer practice that has violated this Agreement.
- 5.1.3. The Employer and the Union agree to meet within (10) business days after receipt of the grievance by the Employer.
- 5.1.4. The Union will provide a committee of Local Union representatives, including the grievant if desired. The Step 1 grievance meeting shall be attended by not more than two (2) representatives unless mutually agreed to when the Step 1 meeting is scheduled. Pay shall be allowed for not more than two (2) Bargaining Unit representatives including the grievant.
 - 5.1.4.1. Any Title IX disciplinary investigation that involves a Bargaining Unit Employee will include a Union Officer of the Local (CWA 9003) at the Union's discretion.
- 5.1.5. All issues resolved informally or at Step 1 will neither establish a precedent, nor be referred to in any future grievances, arbitrations, or litigation except on matters pertaining to the grievant in question.

5.2. Step 2

- 5.2.1. In the event a grievance is not resolved at Step 1, the Local may within ten (10) business days escalate the grievance to Step 2 and copy by email to the Employer's Vice President and Chief Human Resources Officer, with mail copy to follow.
- 5.2.2. The parties will meet within fifteen (15) business days after the grievance is submitted.

5.2.3. The Employer will be represented by the Employer's Vice President and Chief Human Resources Officer or their designated representative. The Union will be represented by an Area Steward or higher within the Local.

5.2.4. If this fails, the Union will review the case for arbitration consideration.

6. The parties involved in each step of the grievance procedure may, by mutual agreement, waive the time limits imposed in the specific step at which the grievance is being processed, or recess the grievance to obtain additional information. Any waiver agreed upon shall be either made in writing or confirmed in writing.
7. It is understood that every effort will be made by both parties to resolve the grievance in the meeting at the applicable Step.
8. If the Bargaining Unit Employee, at their option, has the grievance presented by their local Union representatives, the Employer shall not thereafter deal directly with the employee concerning the grievance, but shall deal only through appropriate Union representatives.
9. In the event that any individual Bargaining Unit Employee or any group of Bargaining Unit Employees chooses to present a grievance for themselves rather than through the Union, within three (3) business days, management representatives will advise the Local Union representative in writing via email of the fact that such grievance is being presented, and will give such Union representatives opportunity to be present during the joint discussion of such grievance.
10. Representatives of the Union or of any local thereof may confer with representatives of the Employer during working hours without loss of pay, provided the conference has previously been agreed to by the Employer.
11. In the event any grievance involves a question of wage status, any wage adjustment which arises out of the final resolution of the grievance shall be made retroactive to the date on which the grievance was first presented to the immediate supervisor of the Bargaining Unit Employee or Employees affected. Provided, however, that if the proposed wage adjustment involves a question of judgment as to the application of the appropriate wage in the case of a transfer from one occupation to another or where other circumstances make the determination of an appropriate wage a matter of judgment, retroactive adjustment shall not be for more than three (3) months prior to the initial presentation of the grievance under Section 5, Step 1 of this Article and provided further, that if the wage adjustment involved has resulted from the correction of a mechanical or clerical error, the adjustment shall be made retroactive to the time the error commenced.

12. In the event any grievance involves a question of reinstatement of a released or discharged Bargain in Unit Employee and it is determined that said Bargaining Unit Employee is to be reinstated, the amount of back pay which can be awarded shall be determined by the Union and the Institute grievance representatives.
13. The time periods referred to in this Article exclude Saturdays, Sundays and holidays recognized in the Contract Agreement.

ARTICLE 15

PAY FOR LABOR RELATIONS WORK

1. Collective bargaining meetings for effects bargaining shall be attended by not more than four (4) representatives of the Union and not more than an equal number of Employer representatives. Such meetings shall be held at the request of either party and the subject matters to be taken up in such meetings by either party shall be outlined in a written notice given to the other party at least fourteen (14) business days prior to such meeting; provided, however, that said fourteen (14) business days written notice may be waived by mutual consent of the parties.
2. Representatives of the Union covered by this Agreement may attend grievance conferences with representatives of the Employer in accordance with the following provisions of this section without loss of pay at straight time subject to the following conditions:
 - 2.1. Pay shall be allowed only if such meetings are held during such Job Steward's scheduled working hours and only if such Bargaining Unit Employees would have worked had they not attended such meetings.
 - 2.2. The time paid for shall be limited to actual meeting time plus necessary time, if any, spent during scheduled working hours in traveling between the Job Steward's work location and the grievance conference.
 - 2.3. Pay shall be allowed for grievance meetings for not more than two (2) Bargaining Unit Employees (Job Stewards or the grievant) at the Step 1.
 - 2.4. Such time paid for in accordance with the above shall be considered as time worked.
 - 2.5. No deduction from credited service will be made for representatives of the Union covered by this Agreement for attendance at collective bargaining meetings.

3. The Employer will pay for three (3) Bargaining Unit Employees of the Union Bargaining Committee during actual contract negotiations for up to 240 hours per Bargaining Unit Employee for time at collective bargaining sessions (joint sessions and caucuses).

ARTICLE 16

ARBITRATION

1. In the event any grievance has not been resolved under the Grievance Procedure, at the discretion of the Union, the matter shall be submitted to arbitration by the Union to the Employer and in accordance with the following procedures. The Union will notify the Employer of its intention to arbitrate within a reasonable time, not to exceed forty-five (45) business days following the date of the final Step 2 meeting of the grievance procedure. Such notice to the Employer may be made orally within forty-five (45) business days to the Employer's Vice President, Chief Human Resources and confirmed in writing via email within seven (7) days of the oral notice.
2. As soon as possible but not later than ten (10) business days after the Employer receives a request in writing via email, made pursuant to Paragraph 1 above, the selection of an arbitrator in the manner as mutually agreed to by the parties is as follows:
 - 2.1. Each party shall exchange list of (5) names obtained from the Federal Mediation and Conciliation Service within five (5) business days of the notice of the request in writing via email. The arbitrator shall be selected by alternate striking of names within five (5) days of the notice of the request in writing via email. The person whose name is not stricken from the panel shall be the arbitrator. The party who strikes the first name from the panel shall be determined by lot or other randomizer tool.
 - 2.2. The Employer shall notify the arbitrator of their selection and seek their agreement to serve, and determine their available dates for hearing. The Employer and the Union will then agree upon the date, time and place of the hearing, and the Employer shall notify the arbitrator.
 - 2.3. If the arbitrator is not available or is unable to meet the contractual time limits, another arbitrator from the remaining members of the panel will be selected and notified in the same manner as described above, unless otherwise agreed to by the parties.
3. Within thirty (30) business days from the date of the arbitrator selection in paragraph 2 above (or as mutually agreed upon given the availability of the mutually selected arbitrator), the arbitrator will hold a hearing on the question to be arbitrated, at which time each party to the Agreement may submit to them such evidence and/or arguments as it desires relative to the question being arbitrated. The arbitrator will receive and

consider any evidence which is relevant to the dispute being arbitrated. Subject to any orders from the arbitrator, or at the request of either the Employer or the Union, a stenographic transcript of hearings may be made (if no agreement then the requesting party pays for the transcript and the non-agreeing party does not get a copy) or written post-hearing briefs may be filed, or both, except in cases which involve the discharge or suspension of Bargaining Unit Employees. In discharge and suspension cases, the parties will argue orally such a dispute before the arbitrator, and no written briefs will be presented unless ordered by the arbitrator. Subject to any orders from the arbitrator, in any case where written post-hearing briefs will be filed, such briefs will be submitted to the arbitrator with a copy to the other side within thirty (30) business days from the conclusion of the hearings or the receipt of a transcript, whichever is later. Within thirty (30) days after the conclusion of such hearing, or when applicable after the submission of written briefs, whichever date is later, the arbitrator shall exercise best efforts to send their written award to each of the parties hereto.

4. At the arbitrator's discretion, in cases involving suspension or discharge, the arbitrator will render an immediate decision and will within fifteen (15) business days after the conclusion of the hearing send their written award to each of the parties thereto.
5. The arbitrator shall have no authority to change, add to, or subtract from this Agreement, or to designate monetary award(s) beyond that to make the Bargaining Unit Employee whole with respect to basic (lost) wages. The arbitrator's jurisdiction shall extend only to claims of violation of specific written provisions of this Agreement and involve only the interpretation and application of the Agreement.
6. The time periods referred to in this Article exclude Saturdays, Sundays, and Holidays recognized in this contract Agreement.
7. The compensation and expenses of the arbitrator and the general expenses of the arbitration will be borne by the Employer and the Union in equal parts. Each party will bear the expense of its representatives and witnesses.

ARTICLE 17

SENIORITY

1. Seniority shall be defined as length of continuous service with the Employer, based on date of hire. Nine- through 12-month Bargaining Unit Employees shall be credited one year of service for each academic year worked. The calculation of seniority shall not be negatively impacted in any academic year in which there is a legally protected absence, such as for medical leave, family leave, workers' compensation or disability leave, or a leave of absence for comparable reasons, if approved by the President of Human Resources.

2. In case of transfer, demonstrated knowledge and ability to perform the job in question shall be the primary factors. Among Unit Employees who are equal with regard to these factors, the senior Unit Employee shall receive preference on transfers.
3. Probationary Employees:
 - 3.1. New hires shall be probationary employees for a period of ninety (90) calendar days, provided such employees are actively at work during such period. After completion of said ninety (90) days, they shall cease to be probationary employees, and their seniority shall be from the original date of hire or rehire, whichever is applicable. Time spent away from the job, for legally protected leaves of absence, shall not be counted as part of the probationary period.
 - 3.2. If, in the opinion of the Employer, the normal ninety (90) calendar day probationary period is not sufficient to evaluate the performance of any new or rehired Bargaining Unit Employee, the Employer may extend the probationary period for that employee for an additional thirty (30) day period; provided that the Employer has previously discussed the reason for the extension with the Bargaining Unit Employee and with the Union.

ARTICLE 18

SENIORITY IN HIRING

In the Bargaining Unit, positions range from being scheduled as 9- to 12-month work positions. When an employment opportunity for a 12-month position within the Bargaining Unit becomes available, the Employer will offer that position to a qualified 9- to 11-month Bargaining Unit Employee who have applied through the internal recruitment process before hiring outside of the unit or off the street. In the event two (2) Bargaining Unit Employees within the same School, each with substantially equal qualifications have expressed a preference through the internal recruitment process, the Employer will use School seniority to determine who will receive the offer.

When an employee has been hired directly by the Institute as a temporary employee in the Bargaining Unit under Article 20, Temporary Employees, and the appointment period has expired, should there be the need for a regular position, and no qualified 9-12 month Bargaining Unit Employee has applied through the internal recruitment process, the Employer will consider the qualifications of the temporary employee if they have applied through the internal recruitment process before posting the position externally and hiring off the street.

ARTICLE 19

BRIDGING SENIORITY

1. The term "credited service" shall mean the aggregate of the years (as defined in Article, Seniority), months, and days of active employment with the Employer, its predecessors,

or affiliates which will be recognized by the Employer with respect to each Bargaining Unit Employee.

2. Active employment for the purposes of calculating credited service shall include:
 - Time for which the Bargaining Unit Employee actually receives wages.
 - Workers' Compensation benefits.
 - Paid Sick Leave.
 - Military leave of absence.
 - Approved absence excused time.
3. A Bargaining Unit Employee with prior credited service who has been absent from the Institute's employ and who is reemployed shall have the accredited service formerly acquired bridged after being reemployed continuously for a period of six (6) months.
 - 3.1. Such credited service to be bridged shall include each period of prior active employment of six (6) months or more.
4. If a Bargaining Unit Employee is laid off due to force reduction and they are reemployed as a result of an offer of reemployment, they will be given full recognition, upon the date of reemployment, for such credited service as existed with respect to them on the date of their layoff.
5. Credited service is not recognized for Bargaining Unit Employees while they are classified as temporary; however, credited service will include all active employment for such Bargaining Unit Employees previously classified as temporary upon becoming regular employees without interruption in their employment.

ARTICLE 20

TEMPORARY EMPLOYEES

This Agreement applies to all full-time and regular part-time Technical Artist Support Staff employed by CalArts at the Employer's Valencia, CA campus, as set forth in Article 2, Recognition.

For the purpose of this Agreement "full-time and regular' part-time" Bargaining Unit Employees includes those defined as temporary under this Article.

1. These temporary Bargaining Unit Employees, either full-time or part-time, are hired for a specific project or to provide additional help for a limited period of time, as specified

upon hire. When the specified appointment period ends, the position should either be filled as a non-temporary position or vacated.

2. A Bargaining Unit Employee will not change from temporary status to regular status based upon the passage of time.
3. Temporary Bargaining Unit Employees are not eligible to participate in CalArts benefit programs unless mandated by law or they otherwise meet the eligibility criteria for the particular benefit.
4. Temporary Bargaining Unit Employees will have the right to Union representation under this Agreement and will be required to become a member of the Union or pay or tender to the Union amounts which are the equivalent of periodic union dues. Temporary Bargaining Unit Employees are considered probationary, even if the specified appointment exceeds ninety (90) days, and need not be terminated or suspended for just cause. If hired into the position after ninety (90) days of service, the probationary period would be waived.

ARTICLE 21

HOURS OF WORK AND WORK SCHEDULES

1. Work schedules (hours of work) may be established by the Employer. Supervisors may determine the work hours for each school/department. Bargaining Unit Employee work schedules will be made known to the Bargaining Unit Employees at the time of hiring. The Employer will give both the Bargaining Unit Employee and the Union thirty (30) business days prior notice of any further work schedule changes that are anticipated to last more than two workweeks.
2. A work schedule is the normal hours of work for a Bargaining Unit Employee within a workweek.
3. Except when an Alternate Summer Schedule has been implemented, a standard full time work schedule for regular full-time Bargaining Unit Employees shall be seven and a half (7.5) or eight (8) hours per day, excluding meal periods, on five (5) consecutive days, Monday through Friday, as assigned upon hire.

In addition, Bargaining Unit Employees may be required to work overtime or hours other than those normally scheduled whenever necessary, with at least 48-hour notice, as set forth in Article 23, Overtime.

Alternate work hours and/or days will be discussed and agreed upon between supervisors and Bargaining Unit Employees, in concurrence with the Union. The Union need not approve this decision but may grieve it.

ARTICLE 22

MEAL AND REST PERIODS

1. Bargaining Unit Employees who are scheduled to work more than five (5) hours per day are provided with a minimum 30-minute unpaid, duty-free meal break each workday. Bargaining Unit Employees must take this meal break within the first five hours of the workday. Bargaining Unit Employees who work more than five (5) hours per day may take an optional 60-minute unpaid, duty free meal period, provided that this option is agreed to with their supervisor on a per-semester basis or is approved by the supervisor due to unexpected personal reasons of the Bargaining Unit Employee.
2. If a Bargaining Unit Employee's workday exceeds 10 hours, they are entitled to an optional second duty free unpaid meal period. Bargaining Unit Employees must be relieved of all job duties and also be permitted to leave the premises.
3. Non-exempt Bargaining Unit Employees, whose total daily work time is at least 3.5 hours or "major fraction" thereof, must be permitted to take a 15-minute uninterrupted duty free paid rest period.
4. Bargaining Unit Employees must be permitted to leave the premises during their meal and rest periods. Bargaining Unit Employees who are scheduled to work 8 hours a day or more will be provided two (2) 15-minute uninterrupted duty free paid rest periods.
5. Bargaining Unit Employees must notify their supervisor if their workload is preventing them from taking a meal or rest break in accordance with this Article.

ARTICLE 23

OVERTIME

1. Definition
 - 1.1. Overtime is time worked which exceeds a regular full-time, non-exempt Bargaining Unit Employee's established daily schedule of 8 hours, exceeds forty (40) hours in a workweek, or on the seventh consecutive day of work in one work week. Weekend work does not result in premium pay unless it qualifies as overtime under applicable laws.
 - 1.1.1. Overtime hours are compensated at one and one-half times (1 1/2x) the straight-time rate only when a Bargaining Unit Employee has actually worked in excess of forty (40) hours in the workweek, or in excess of eight (8) hours in the work day.

- 1.1.2. Actual time worked for the purpose of computing overtime does not include hours paid in non-work status, such as sick leave pay, vacation pay, holiday pay, compensatory time, and paid leave of absence pursuant to the Leave of Absence policies.

2. Assignment of Overtime

- 2.1. The Employer shall decide when overtime is needed, although employees may submit requests for overtime. Overtime must be approved in advance by the Employer.
- 2.2. The Employer will assign overtime work by rotation based on seniority of those employees on the same shift who normally perform the work involved. Seniority is applied in the following manner:
 - 2.2.1. When there are employees volunteering to work overtime, assignment of that overtime shall be based on greatest seniority, provided the employee(s) have the required skills, knowledge and ability to do the job.
 - 2.2.2. When no employee volunteers to work overtime, assignment of that overtime shall be based on inverse order of seniority, provided the least senior employee has the skills, knowledge and ability necessary to perform the job.

3. Compensation of Overtime

- 3.1. In accordance with the following paragraphs, overtime shall be compensated at the appropriate rate of pay.
 - 3.1.1. Employees shall be compensated at one and one-half (1 1/2x) times the straight rate for hours actually worked which exceed the hours of a regularly scheduled shift of eight (8) hours or more a day.
 - 3.1.2. All hours worked over 40 in a work week shall be compensated at one and one-half (1 1/2x) times the rate of pay.

4. Premium Overtime

- 4.1. Premium overtime is paid at double (2x) the straight-time rate.
- 4.2. Premium overtime is paid when applicable under California Labor Code section 510.

ARTICLE 24

VACATION

1. Paid vacations are granted to Bargaining Unit Employees. Vacation accrual begins on the first day of employment, however, vacation may not be taken during a Bargaining Unit Employee's probationary period, with the exception of one paid vacation day which can be taken in two (2) hour increments.
2. For Exempt and Non-exempt Staff

Vacation is based on the number of hours worked per week and is accrued per pay period at a rate depending on Bargaining Unit Employee's date of hire as follows:

First year of employment	12 days per year
Second through fourth year of employment	15 days per year
Fifth year of employment and thereafter	20 days per year

Vacation is granted from year to year. Unused vacation time can be banked and carried over into the following calendar years. Bargaining Unit Employees are encouraged to use all earned vacation each year. Vacation can be accumulated from year to year, up to a maximum of 25 days in the second through fourth year of employment; and 30 days in the fifth and following years of employment. If a Bargaining Unit Employee's earned but unused vacation reaches the maximum accrual allowed, the Bargaining Unit Employee will not accrue any additional vacation benefits. If the Bargaining Unit Employee later uses enough vacation to fall below the maximum, they will resume accruing vacation from that day forward.

3. Bargaining Unit Employees with seniority will be given preference in vacation scheduling. Bargaining Unit Employees can take day-at-a-time vacation or partial vacation days, but full weeks of vacation time will take precedence over days, when scheduling. All unused vacation time will be paid to employees upon voluntary or involuntary termination of employment.

ARTICLE 25

HOLIDAYS

The following days are observed as paid holidays if it is a regularly scheduled workday, for all Bargaining Unit Employees.

- New Year's Day
- Martin Luther King Day

- President's Day
- Cesar Chavez Day (beginning AY 23-24)
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous Peoples Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day

When a holiday falls on a Saturday the preceding Friday will be observed. When a holiday falls on Sunday the following Monday will be observed. Holiday pay is not granted for a holiday immediately preceding the first day of employment or for a holiday immediately following the last day worked. Holiday pay for non-exempt employees who are required to work on holidays observed by the Employer has two components: the employee's straight time hourly rate plus compensation for all hours worked. Holidays that fall during a scheduled vacation do not count as vacation used.

ARTICLE 26

PAID SICK LEAVE

1. Regular full-time Bargaining Unit Employees accrue paid sick leave at the rate of one (1) day per month, up to a maximum of twelve (12) days per year. (For employees regularly scheduled to work forty (40) hours per week, one (1) day of sick leave is equivalent to eight (8) hours of sick pay. For employees regularly scheduled to work 37.5 hours per week, one (1) day of sick leave is equivalent to 7.5 hours of sick pay.) Regular part-time Bargaining Unit employees accrue paid sick leave on a pro-rata basis. Regular full-time and part-time employees may carry over accrued but unused paid sick leave from one year to the next up to a maximum of 120 days. Paid sick leave taken by an employee while on a summer four-day-workweek schedule is charged at the rate of 1.25 days for each day taken as a sick day. Bargaining Unit Employees do not accrue paid sick leave while on unpaid leave.

2. Temporary Bargaining Unit Employees and part-time Bargaining Unit Employees who work on a less-than-half full time employment (FTE) basis, will accrue paid sick leave at the rate of one hour (1) for every thirty hours worked. These employees may carry over accrued but unused paid sick leave from one year to the next, up to a maximum of six (6) days (48 hours), and may use three (3) days (24 hours) of accumulated paid sick leave per year.

3. Paid sick leave may be used for absences due to the diagnosis, care, or treatment of a health condition of, or preventive care for, the employee. Paid sick leave may also be used

for specified purposes by an employee who is the victim of domestic violence, sexual assault, or stalking or any permissible use of paid sick leave authorized pursuant to the California Labor Code. Paid sick leave shall not be used for vacation days.

4. Each calendar year, a Bargaining Unit Employee may use accrued paid sick leave for absences due to the diagnosis, care, or treatment of an existing health condition of, or preventive care for, a Bargaining Unit Employee's family member. For the purpose of this policy, "family member" means (a) a child, (b) a biological, adoptive, or foster parent, stepparent, or legal guardian of a Bargaining Unit Employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the Participant was a minor child, (c) a spouse, (d) a registered domestic partner, (e) a grandparent, (f) a grandchild, or (g) a sibling. A "child" includes a biological, adopted, or foster child, stepchild, legal ward, a child to whom the Bargaining Unit Employee stands in loco parentis or child of a registered domestic partner.
5. Where the need to use paid sick leave is foreseeable, reasonable advance notice from the Bargaining Unit Employee to the Employer will be provided. Where the need for paid sick leave is not foreseeable, notice may be provided as soon as practicable. Notice may be provided verbally or in writing to the Bargaining Unit Employee's supervisor or to the Office of Human Resources.
6. Bargaining Unit Employees who take more than three days of paid sick leave may be required to provide documentation to the Office of Human Resources in support of the absence, which, in the case of an absence due to an Bargaining Unit Employee's own illness or disability, may include a medical release certifying that the Bargaining Unit Employee is able to resume normal duties with/without accommodations.
7. Accrued, unused paid sick leave may not be paid out at the time of separation from employment. However, Bargaining Unit Employees who are re-employed with the Employer within a year of separation will have their accrued, unused paid sick leave under this policy made available to them.
8. Leave under this policy may run concurrently with leave taken under other applicable policies and under local, state, or federal law, including leave taken pursuant to the California Family Rights Act (CFRA) or the Family and Medical Leave Act (FMLA).

ARTICLE 27

FLEXIBLE WORK OPTIONS

In an effort to help Bargaining Unit Employees meet their work/life balance needs while simultaneously ensuring operational needs are met, the Employer shall offer two flexible work options that may be considered: Flextime and Remote Work Agreements. Specifics of the below

Flexible Work Options will be worked out between the LMC with concurrence of the Employer and the Union.

1. Flextime

The Employer shall make flexible working hours available to all Bargaining Unit Employees by allowing them to adjust and/or redistribute their daily work hours within an agreed-upon framework established in collaboration with the Employer and the Union. The goal is to allow Bargaining Unit Employees some flexibility regarding their daily work schedule, compatible with effective job accomplishment and work unit operational needs. If operational requirements make regular, formal flextime practices unfeasible, arrangements can be made between the supervisor and Bargaining Unit Employee on an as needed basis.

2. Remote Work

Remote Working is a work option in which Bargaining Unit Employees fulfill their job responsibilities at home or another approved location. The arrangement may cover all or part of Bargaining Unit Employees' scheduled hours and may be on an intermittent/occasional basis or on a regular schedule.

ARTICLE 28

PROFESSIONAL DEVELOPMENT TIME OFF FOR CREATIVE WORK

1. Definition

As stated in the Preamble, CalArts is a multidisciplinary community of artists and it is not by coincidence that the Bargaining Unit Employees who hold these positions are also artists. The collective artistic experience of this unit helps them to perform their jobs at a high level and they must stay current in their respective fields to be effective in their roles at CalArts and benefit the Institute as a whole.

The Employer acknowledges the value of active artistic practice among the Bargaining Unit Employees as a form of professional development and enhancement of student experience. In keeping with its reputation for innovation and leadership in the creative field, the Employer supports these efforts by agreeing to provide all Bargaining Unit Employees with five (5) paid days off per year for professional development in creative fields. This professional development time off covers activities in the service of the creation, enhancement, management and/or development of works of art, including but not limited to the fields and activities listed below.

Visual Art: Creating paintings, drawings, sculpture, graphic design, illustration, art installations, exhibitions, performance art, and videos.

Film: Development, pre-production, production, and post for film/video works, attending film festivals and other events to fund/support film projects.

Theatrical, Dance and Performing Arts: Composing, writing, directing, acting, workshopping, lighting, designing and producing costumes, stage managing, rehearsing, and performing.

Music: Composing, performing, recording, and editing.

Literature: Writing of fiction, non-fiction, poetry, essays, novels, short stories, and research papers.

Professional development time off for creative work may also be used for research, creative residencies, workshops, classes, fundraising and promotional events related to the above listed activities.

The professional development time off for creative work allotment is based on a calendar year, January through December. The allotted professional development time off for creative work becomes available on January 1st of each calendar year. Professional development time off for creative work is granted from year to year. Unused professional development time off for creative work shall not carry over year to year. Professional development time off for creative work shall be awarded on a pro-rated basis for any Bargaining Unit Employees whose employment begins after January 1st in a calendar year. Professional development time off for creative work shall not be used during a Bargaining Unit Employee's probationary period. Bargaining Unit Employees, upon separation from the Employer, will not be paid out for any unused professional development time off for creative work.

2. Bargaining Unit Employees with seniority will be given preference in professional development time off for creative scheduling. Employees can take day-at-a-time professional development time off for creative work, but full weeks of professional time off for creative work will take precedence over days, when scheduling.
3. Longer periods of professional development time off for creative work can be negotiated for on a case-by-case basis between the Bargaining Unit Employee, the Employer, and the Union.

ARTICLE 29

SUMMER ALTERNATIVE WORK SCHEDULE

1. During the summer, following an affirmative vote of the staff as set forth in the Staff Handbook, beginning the first Friday after graduation to the Friday before Course Advising Day, Bargaining Unit Employee schedules will shift to a four-day work week: Monday through Thursday or Tuesday through Friday with no loss of weekly pay.
2. During this period Bargaining Unit Employee shifts will be extended by one (1) hour.
3. Individual Bargaining Unit Employees may choose to opt out of the above-outlined Alternative Summer Alternative Work Schedule and instead work their typical 5-day workweek.

ARTICLE 30

WINTER BREAK

The Employer observes a winter break in late December and is closed for eight (8) paid days. Bargaining Unit Employees are notified each fall of the exact dates of winter break.

ARTICLE 31

VOLUNTARY BENEFITS

Bargaining Unit Employees who meet the eligibility requirements of a particular benefit shall have access to those benefits provided by the Employer, consistent with the terms provided to non-Bargaining Unit Employees.

For benefits that do not have an eligibility threshold, including benefits specified as Employee Services in the Staff Handbook, Bargaining Unit Employees shall be afforded access to these benefits in the same manner as corresponding full-time or part-time non-Bargaining Unit Employees.

The Employer will provide the above benefits and service to Bargaining Unit Employees in a manner that is consistent with that offered to all other employees of the Employer and need not bargain any changes with the Union provided that the changes apply to all eligible employees.

ARTICLE 32

TRAVEL TIME

For all non-exempt Bargaining Unit Employees:

1. Travel time occurring during a Bargaining Unit Employee's working hours will be considered as time worked and paid at the Bargaining Unit Employee's regular rate of pay.

For travel outside of working hours, Bargaining Unit Employees who are required to report to a temporary work site or who experience a change in work site location must be compensated for any travel time in excess of the time normally required to report to their regular work site. Time spent outside of working hours driving or as a passenger on an airplane, train, bus, taxi cab or car, or other mode of transportation in traveling to and from an out-of-town business-related trip and time spent waiting to purchase a ticket, check baggage or get on board is compensable as hours worked.

2. Travel that requires a Bargaining Unit Employee to be away from home overnight and occurs outside their normal working hours is considered hours worked except for time spent taking a break from travel in order to eat a meal, sleep or engage in purely personal pursuits not connected with traveling or making necessary travel connections. If a Bargaining Unit Employee is kept away from home overnight on assigned travel, the Employer will pay for the lodging and meals until the Bargaining Unit Employee is able to return in accordance with the Employer's policies on expense reimbursements.

ARTICLE 33

DOMESTIC VIOLENCE AND SEXUAL ASSAULT VICTIM LEAVE

1. The Institute provides Bargaining Unit Employees who are victims of domestic violence and/or sexual assault with unpaid time off from work for the following reasons:
 - To seek medical attention for injuries caused by domestic violence;
 - To obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence;
 - To obtain psychological counseling related to an experience of domestic violence;
 - To participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation; and

- To obtain a temporary restraining order, restraining order or other court assistance.
2. Bargaining Unit Employees may be required to provide advance notice of the need for time off for the above stated activities, unless advance notice is not possible due to the circumstances. However, if a Bargaining Unit Employee who is the victim of domestic violence and/or sexual assault takes unscheduled time off pursuant to this policy, the employee may be required to provide the Office of Human Resources documentation of the need of such time off within a reasonable period of time following the unscheduled time off.

ARTICLE 34

CRIME VICTIM LEAVE

Bargaining Unit Employees are provided with unpaid Crime Victim Leave if the employee is:

- The victim of a crime;
- An immediate family member of a victim of a crime;
- A registered domestic partner of a victim of a crime; or
- The child of a registered domestic partner of a victim of a crime.

Bargaining Unit Employees may be required to provide their supervisor with a copy of the notice for each scheduled proceeding that is provided to the victim by the agency responsible. Bargaining Unit Employees may be required to provide reasonable advance notice of the need for time off for this purpose. If advance notice is not possible or if an unscheduled absence occurs related to the above provisions, the Bargaining Unit Employee may be required to provide the Employer with documentation confirming the judicial proceeding as soon as possible after the absence. Documentation may come from the court or government agency setting the hearing, the District Attorney or prosecuting attorney's office, or the victim/witness office advocating on behalf of the victim.

Bargaining Unit Employees may use accrued vacation and/or sick time benefits if available. The Employer will not discriminate or retaliate against Bargaining Unit Employees who are victims of crimes and take time off pursuant to this policy.

ARTICLE 35

BENEFITS DURING LEAVE

Bargaining Unit Employees on Family Medical Leave, Pregnancy-Related Disability Leave or Workers' Compensation leave may continue their participation in any health plans in which they were enrolled before the first day of the leave, for up to twelve (12) work weeks or longer where

required by law on the same terms and conditions as those for active Bargaining Unit Employees. Thereafter, Bargaining Unit Employees may continue their group health insurance coverage through the Employer by making monthly payments to the Employer for the amount of their employee premium(s).

ARTICLE 36

BEREAVEMENT LEAVE

Upon the death of an immediate family member, the Employer grants up to three (3) days of bereavement leave with pay to Bargaining Unit Employees. Immediate family members are defined as: an employee's spouse, domestic partner under California law, parent, step-parent, legal guardian, child, step-child, foster child, sibling, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, uncle or aunt. If a Bargaining Unit Employee requires more than three days off for bereavement leave, the Bargaining Unit Employee may request additional unpaid time off or may utilize unused vacation benefits.

ARTICLE 37

VOLUNTEER CIVIL SERVICE LEAVE

Bargaining Unit Employees who are first responders (volunteer firefighter, reserve peace officer or emergency rescue personnel of the federal, state, local government, special district or other public or municipal corporation or political subdivision of California, or of a sheriff's department, police department or private fire department) are provided with unpaid time off to perform emergency duty.

If a Bargaining Unit Employee is a volunteer firefighter, reserve peace officer, or emergency rescue personnel, the employee will be provided with unpaid time off up to fourteen (14) calendar days to engage in fire, law enforcement or emergency rescue training. Employees must utilize vacation time if available; otherwise, such time off for non-exempt employees is unpaid. For exempt Bargaining Unit Employees, such time may be paid or unpaid as provided by applicable law. A summons and proof of service must be provided to your supervisor.

ARTICLE 38

TIME OFF FOR SCHOOL VISITS

Bargaining Unit Employee who is a parent, grandparent or guardian, with custody of a child in kindergarten, in grades 1-12 or who is attending a licensed child day-care facility, may take time off to participate in activities of the school or child care facility, you may take unpaid time off up to eight (8) hours each calendar month (up to a maximum of forty (40) hours each school year), per child. Bargaining Unit Employees may also be granted time off to attend a school

conference involving the possible suspension of their child. Bargaining Unit Employees must give reasonable notice to their supervisor of their planned absence. Bargaining Unit Employees may be required to provide documentation from the school noting the date and time of their visit.

ARTICLE 39

PERSONAL LEAVE OF ABSENCE

Any Bargaining Unit Employee who has completed their Probationary period as defined in this Agreement, has exhausted all accrued vacation time and is not eligible for family care or medical leave, or has exhausted other applicable types of leaves, may request a personal leave of absence, without pay, for a period not to exceed sixty (60) calendar days. Any such request must be in writing and must be approved by the Bargaining Unit Employee's supervisor and the Office of Human Resources (the "OHR"). Approval of such a request is discretionary and will ordinarily occur only when compelling circumstances exist and staffing permits. During the leave, the Bargaining Unit Employee will not accrue any time off benefits. Bargaining Unit Employees who desire to maintain their insurance benefits during the period of personal leave must pay the full cost of their health benefits and are required to make monthly payments. Bargaining Unit Employees whose unpaid personal leave of absence exceeds thirty (30) days will be removed from CalArts' insurance and offered coverage under COBRA. Bargaining Unit Employee on a personal leave of absence may not accept employment with any other employer without the written consent from the OHR. Upon conclusion of the personal leave of absence, CalArts will return the Bargaining Unit Employee to his or her former position. Any Personal Leave of Absence beyond sixty (60) days does not guarantee that the employee will return to their former position.

ARTICLE 40

PAID TIME OFF FOR VOTING

Bargaining Unit Employees who want to vote in a statewide or national election but do not have sufficient time outside their regular working hours to do so, may request time off from work for up to two (2) hours to vote without loss of pay. Time off should be at the beginning or end of the employee's regular working shift, whichever allows the most time for voting and the least time away from work. A Bargaining Unit Employee should request time off to vote from their supervisor at least two (2) days prior to an election day.

ARTICLE 41

JURY AND WITNESS DUTY LEAVE

Bargaining Unit Employees who are summoned for jury duty or subpoenaed to appear as a witness in a court, arbitration or other official administrative proceeding, will promptly notify their supervisor and provide a copy of the summons or subpoena if necessary. Bargaining Unit

Employees may be required to submit a copy of their completion of jury service certificate or subpoena to the Office of Human Resources to ensure they are properly paid for jury or witness duty leave. Bargaining Unit Employees will be paid for up to ten (10) working days to serve as a juror or witness. If more time is required to serve, Bargaining Unit Employees are to utilize vacation days if available. Otherwise, additional time off is on an unpaid basis. In some circumstances, the Institute may be required to pay exempt Bargaining Unit Employees, who are on jury or witness duty for part of a week, a full week's salary under the provisions of state or federal law. Bargaining Unit Employees who are released from the service of the court before the end of their regularly scheduled shift or who are not asked to serve on a jury panel must contact their supervisor as soon as possible and then report to work, time permitting.

ARTICLE 42

MILITARY & CIVIL AIR PATROL LEAVE

1. All Bargaining Unit Employees who enter the uniformed services of the United States (consisting of the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or national emergency) or the California National Guard or an equivalent State of California militia, may take military leave in accordance with federal and state laws. Bargaining Unit Employees may be required to bring military service orders to the Office of Human Resources (OHR) for review prior to commencement of the leave.
2. **Reinstatement** – Bargaining Unit Employees are afforded reemployment rights and retain full seniority benefits for all prior service with the Employer upon reemployment in accordance with the Uniformed Services Employment and Reemployment Rights Act and the California Military and Veterans Code.
3. **Notice When Returning From Leave** – Bargaining Unit Employees may be required to notify the OHR and their immediate supervisor as soon as possible of their intent to return to work after military service is completed. The OHR can provide information about specific requirements and deadlines for reporting back to work or applying for reemployment upon completion of service.
4. **Pay** – Military leave is unpaid time off. Bargaining Unit Employees may, but are not required to, use any accrued vacation time during their leave. In some circumstances, the Institute may be required to pay exempt employees, who are on military leave for part of a week, a full week's salary under the provisions of state or federal law.
5. **Benefits** – Contact the OHR for information regarding how benefits will be handled while on military leave.

6. **Service Member Family Leave** – A Bargaining Unit Employee eligible for leave under the federal Family and Medical Leave Act may be entitled to take up to twelve (12) weeks of unpaid leave in a 12-month period to attend to any qualifying exigency (as that term is defined by law) arising out of the fact that a spouse, registered domestic partner, child or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.
7. **Spousal Leave** – Bargaining Unit Employees who have a spouse or domestic partner in the military are eligible for unpaid leave of no longer than ten (10) days when the service member is on leave from deployment during a period of military conflict.
8. **Civil Air Patrol Leave** – Bargaining Unit Employees who are volunteer members of the California Wing of the civilian auxiliary of the U.S. Air Force (Civil Air Patrol) are provided with unpaid time off up to ten (10) days per year to respond to an emergency operation mission. The leave for a single emergency mission cannot exceed three (3) days, unless the emergency is extended by the entity in charge of the operation and the extension of leave is approved by their supervisor. A summons and proof of service may be required by the Bargaining Unit Employee's supervisor.

ARTICLE 43

HEALTHCARE BENEFITS

1. Bargaining Unit Employees who meet the eligibility requirements of the employer's health, vision or dental plans benefit shall have access to those benefits provided by the Employer, consistent with the terms provided to non-Bargaining Unit Employees.

The Employer will provide the above benefits and service to Bargaining Unit Employees in a manner that is consistent with that offered to all other employees of the Employer and need not bargain any changes with the Union provided that the changes apply to all eligible employees.

2. Any potential changes shall be discussed with the Union at least thirty (30) business days prior to the start of open enrollment.

ARTICLE 44

SURVIVOR BENEFITS – MEDICAL CONTINUATION

An eligible surviving spouse, registered domestic partner or dependent(s) of an active Bargaining Unit Employee who participates in the Institute's medical plan, shall be provided medical coverage continuation consistent with the terms of the plan and COBRA following the death of the employee.

ARTICLE 45

UNION BULLETIN BOARD

Upon written request from the union, the employer agrees to install a bulletin board for the exclusive use of the union. Bulletin boards and their designations shall be provided by the Union and shall be in accordance with the company's specifications. The size of the bulletin board shall be approximately 18" x 36", 24" x 36" or 12" x 24" in dimension. The number and location of bulletin boards shall be determined by the Employer and the Union, with due regard to visibility, and accessibility, to Bargaining Unit Employees for whom the Union is the recognized representative.

Material posted shall not contain anything controversial or derogatory to the Employer or any of the Bargaining Unit Employees.

Should the union post material which, in the judgment of the Employer, is at variance with the spirit or the intent of this Article, such material may be removed by the Union, upon notification from the Employer, and after discussion with the Union.

ARTICLE 46

TOOLS & EQUIPMENT

The Employer will furnish to new Bargaining Unit Employees, and on a replacement basis to present Bargaining Unit Employees, any and all tools, equipment and gloves necessary for the proper performance of the job. The Employer may specify the quantity, kind, type and make of all such items to be furnished.

1. The Employer will replace all tools, equipment and gloves that are broken and/or worn out through normal wear. Tools, equipment and gloves that are lost or damaged to the extent that they are no longer usable will be replaced by the Employer.
2. Bargaining Unit Employees who are furnished tools, equipment and gloves will be held responsible for the proper use, care and maintenance of these items.

ARTICLE 47

HEALTH & SAFETY

The Employer will provide safe working conditions and will instruct its Bargaining Unit Employees in safe methods and practices of performing their work through a defined safety program scheduled on paid time.

ARTICLE 48

LAYOFFS

The union will be notified in writing in the event that the Employer deems it necessary to lay off Bargaining Unit Employees due to budgetary constraints, program restructuring or other business reasons. Advance written notice of at least thirty (30) calendar days will be given to the Union, if feasible, and upon request the Employer shall meet with the Union and discuss such proposed changes.

The layoffs shall occur by inverse order of seniority and net credited hours of service.

Rehires / Priority Rehire Status:

For a period of two (2) years following the layoff date, former Bargaining Unit Employees from the unit who were laid off pursuant to this Article will be offered re-employment before replacement hires are considered for their former position.

ARTICLE 49

SEVERANCE PAY

1. Bargaining Unit Employees who leave the Institute for the following reasons shall be paid a severance allowance:
 - 1.1. those who are laid off.
 - 1.2. those who become permanently disabled and can no longer work.
2. Severance pay will be a one-time payment of \$1000.00 subject to all appropriate deductions.

ARTICLE 50

WAGES

1. New Bargaining Unit Employees, at the time of hire, will normally be placed on the start rate of the applicable schedule. However, the Employer may at its discretion place a new Bargaining Unit Employee at a higher rate on the schedule when it determines it to be appropriate to do so. The Bargaining Unit Employee will advance on the wage schedule regardless of where they are placed on the wage schedule at the time of hire or upon acceptance of a higher paying position (as per paragraph 2.1).

2. Appropriate changes in wages will be made with respect to any Bargaining Unit Employee who accepts a higher paying position from one position to another in accordance with the following:
 - 2.1. A Bargaining Unit Employee who accepts a higher paying position from one job title to another in the unit will be placed on the step of the new schedule which has the next higher rate to that employee's rate of pay at the time of acceptance. The Employer may at its discretion place the Bargaining Unit Employee at a higher step on the schedule when it determines it to be appropriate to do so.
 - 2.2. A Bargaining Unit Employee on a relief basis who performs the duties of a higher paying classification shall receive a differential equal to the difference between their step on their own wage schedule and the corresponding step on the higher wage schedule for actual time worked performing the duties of the higher paying classification.
 - 2.3. Nothing in Section 2 is to be construed as restricting the Employer's right to place temporarily disabled employees on jobs which they can handle during their temporary disability.
3. The wage increases provided under the wage schedules will be awarded automatically to all Bargaining Unit Employees upon completion of the periods of active employment specified in the wage schedules. Wage increases will be effective on the start of the workweek of the first pay period of the new wage schedule.
4. By mutual agreement, the Employer may increase, during the term of this Agreement, salary rates or ranges.
5. Bargaining Unit Employees shall be paid wages (hourly if non-exempt and salaried if exempt, using the applicable hourly rates and the Bargaining Unit Employee's FTE hours) as follows:

	Bargaining Unit Employee Position Groupings
A	Maintenance Technician; Equipment Coordinator
B	Technical Support Coordinator; Technical Specialist; Technical Specialist-Production & Installation; Production Associate; Assistant Technical Director; Piano Technician; Equipment Supervisor; Digital Labs Manager
C	Studio & Gallery Manager; Master Electrician; Associate Technical Director; Chief Video Engineer; Costume Shop Manager; Production & Studio Associate – Audio & Visual
D	Head, Production Services; Chief Video Engineer, Production & Studio Associate-Master Carpenter

Grouping A	Year		
	2022	2023	2024
Bracket 1: Service Years 0-3	27.28	27.97	28.66
Bracket 2: Service Years 4, 5, 6	28.67	30.12	30.87
Bracket 3: Service Years 7, 8, 9	30.05	30.80	31.57
Bracket 4: Service Years 10, 11, 12	31.43	33.02	33.85
Bracket 5: Service Years 13, 14, 15	32.81	33.63	34.47
Bracket 6: Service Years 16+	34.19	35.47	36.36

Grouping B	Year		
	2022	2023	2024
Bracket 1: Service Years 0-3	30.34	31.09	31.87
Bracket 2: Service Years 4, 5, 6	32.45	34.09	34.95
Bracket 3: Service Years 7, 8, 9	34.57	35.43	36.32
Bracket 4: Service Years 10, 11, 12	36.69	38.55	39.52
Bracket 5: Service Years 13, 14, 15	38.82	39.79	40.79
Bracket 6: Service Years 16+	40.95	42.47	43.53

Grouping C	Year		
	2022	2023	2024
Bracket 1: Service Years 0-3	34.88	35.75	36.65
Bracket 2: Service Years 4, 5, 6	37.32	39.21	40.19
Bracket 3: Service Years 7, 8, 9	39.76	40.75	41.77
Bracket 4: Service Years 10, 11, 12	42.20	44.34	45.44
Bracket 5: Service Years 13, 14, 15	44.64	45.76	46.90
Bracket 6: Service Years 16+	47.08	48.83	50.05

Grouping D	Year		
	2022	2023	2024
Bracket 1: Service Years 0-3	40.12	41.71	42.75
Bracket 2: Service Years 4, 5, 6	42.92	45.39	46.53
Bracket 3: Service Years 7, 8, 9	45.72	46.86	48.03
Bracket 4: Service Years 10, 11, 12	48.53	51.29	52.57
Bracket 5: Service Years 13, 14, 15	51.35	53.21	54.54
Bracket 6: Service Years 16+	54.16	56.47	57.88

ARTICLE 51

RETROACTIVE WAGES

1. All permanent Bargaining Unit Employees on payroll on the date of ratification of this Collective Bargaining Agreement will receive retroactive wage increases from the first pay period January, 2022. The retroactive check will be an off-cycle check received no later than thirty (30) days after the date of ratification.

ARTICLE 52

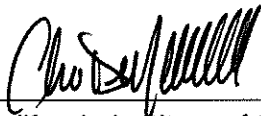
DISTRIBUTION OF AGREEMENT

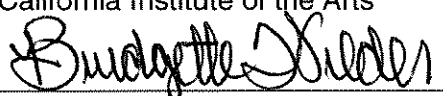
The Employer will furnish copies of the Agreement to all Bargaining Unit Employees within ninety (90) days of ratification.

ARTICLE 53

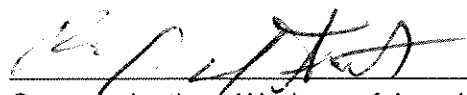
DURATION

This Agreement shall become effective as of April 18, 2022 and shall become effective as of the date of ratification and remain in full force and effect for three (3) years from the date of ratification. It should be considered self-renewing for yearly periods thereafter, unless notice in writing is given by either party at least sixty (60) days prior to the expiration date that the party giving notice desires to amend, modify, or cancel the Agreement (it being understood and agreed that the notice to amend or modify shall not be construed as a notice of cancellation).



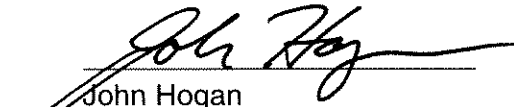
California Institute of the Arts


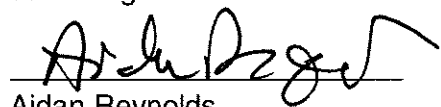
California Institute of the Arts



Communications Workers of America
Local 9003, AFL-CIO, CLC

Bargaining Committee:



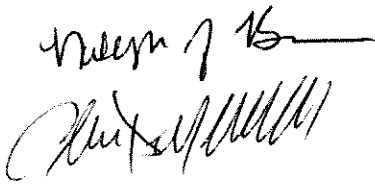
John Hogan


Aidan Reynolds

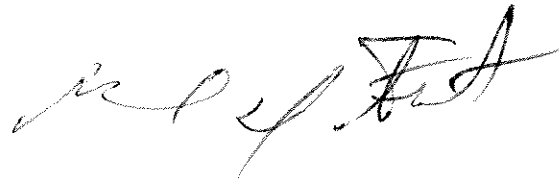
MEMORANDUM OF AGREEMENT

WAGE CREDIT

1. Bargaining Unit Employees hired prior to ratification of the Collective Bargaining Agreement will be placed at the next highest step on the wage schedule that is comparable to their current wage.
2. No Bargaining Unit Employee will suffer any loss of wages due to implementation of the wage schedule at the time of ratification.
3. This Memorandum of Agreement will be in effect upon ratification and will expire at the end of the Collective Bargaining Agreement.



California Institute of the Arts



Communications Workers of America
Local 9003, AFL-CIO, CLC

3/16/2022
DATE


MEMORANDUM OF AGREEMENT

WAGE GROUPING CLARIFICATION

1. The position of Chief Video Engineer is in Grouping D and should be struck from Grouping C.
2. The position of Production Manager is in Grouping D.

For California Institute of the Arts:


For Communications Workers of America
Local 9003, AFL-CIO, CLC



Name

4/5/22

Date



Name

4-6-2022

Date

