

CSUEU / CSU MEMORANDUM OF UNDERSTANDING

TELECOMMUTING PROGRAM

The California State University (“CSU”) and the California State University Employees Union (“CSUEU” or “Union”) agree to the following:

Introduction

1. In an effort to streamline the meet and confer process, the attached California State University Telecommuting Program (“Telecommuting Program”) will be available to campuses that opt in. When campuses opt in, the Chancellor’s office will inform CSUEU HQ, in writing, of the start date of their Telecommuting Program.
2. A campus that has opted into the Telecommuting Program has satisfied the requirements of Provision 18.26 of the Collective Bargaining Agreement.
3. If a campus uses the attached Telecommuting Program, no meet and confer is needed with the Union. However, if a campus creates a program that differs from, or modifies the attached Telecommuting Program, it may, subject to the requirement of the Higher Education Employer-Employee Relations Act, need to meet and confer over impacts.

Emergency Telecommuting Program

4. Recognizing that only voluntary telecommuting is contemplated in the CBA and there is a need for an emergency telecommuting program, the parties have agreed to commence bargaining over an emergency telecommuting program within sixty days of the execution of this MOU.
5. This MOU does not supersede the MOU dated December 22, 2020, titled “Bargaining Unit Impacts of Telecommuting During the COVID-19 Pandemic”.

General Provisions

6. The parties agree that they have fully satisfied their obligation to meet and confer regarding the implementation of the Telecommuting Program.
7. This MOU will not supersede existing campus agreements governing telecommuting unless the campus opts in to this Telecommuting Program.
8. This MOU does not alter or abridge the rights and obligations contained in the Collective Bargaining Agreements between the CSU and the Union.
9. Disputes alleging a violation, misinterpretation or misapplication of this MOU or the attached Telecommuting Program shall be subject to the grievance procedure in the CBA between the CSU and the Union.