

## **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.

For the CSUEU:

For the California State University:

  
Jessica Westbay (Aug 11, 2021 15:17 PDT)

Jessica Westbay  
Vice President for Representation

  
Christina Checél

Christina Checél  
Associate Vice Chancellor, Labor Relations

  
Tessy Reese (Aug 11, 2021 15:56 PDT)

Tessy Reese  
Bargaining Unit 2, Chair

  
Joseph Jelincic (Aug 11, 2021 15:25 PDT)

Joseph J. Jelincic III  
Senior Director, Collective Bargaining

  
Pamela Robertson (Aug 11, 2021 18:02 PDT)

Pam Robertson  
Bargaining Unit 2, Vice Chair

  
Diva Sanchez Trevino

Diva Sanchez Trevino  
Manager of Systemwide Labor Relations



[Tyree Mikes \(Aug 11, 2021 15:08 PDT\)](#)

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Tyree Mikes  
Bargaining Unit 5, Chair



Steve James  
Labor Relations Advisor



[Don Moreno \(Aug 11, 2021 19:14 PDT\)](#)

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Don Moreno  
Bargaining Unit 5, Vice Chair



[Dawn McCulley \(Aug 11, 2021 15:15 PDT\)](#)

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Dawn McCulley  
Bargaining Unit 7, Chair



[John Ciulik \(Aug 11, 2021 15:14 PDT\)](#)

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John Ciulik  
Bargaining Unit 7, Vice Chair



[Martin Brenner \(Aug 12, 2021 11:10 PDT\)](#)

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Martin Brenner  
Bargaining Unit 9, Chair



[Andrea Skinner \(Aug 11, 2021 21:26 PDT\)](#)

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Andrea Skinner  
Bargaining Unit 9, Vice Chair



Brian Young  
Senior Labor Relations Representative

*Brenda Brown*

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Brenda Brown  
Lead Labor Relations Representative