

Memorandum of Understanding

Voluntary Remote Work Program and Agreement
California State University, Monterey Bay
August 20, 2021

This Agreement (“Agreement”) is entered into between the Board of Trustees of the California State University through its California State University, Monterey Bay campus (“CSUMB”) and California Faculty Association (“CFA”) all of whom are designated collectively as the “Parties” to this Agreement regarding the implementation of the “Voluntary Remote Work Program” (Program) at CSUMB. Notice was provided to CFA on April 26, 2021. The parties met and conferred on June 2nd, 28th, July 28th, and August 20th, 2021.


CFA acknowledges that the University has fully satisfied its obligation to meet and confer regarding the above referenced issue. This Agreement does not alter or abridge the rights and obligations contained in the November 12, 2014 - August 30, 2021 Collective Bargaining Agreement between the Parties.

As a result of the meet and confer, the Parties agree as follows to the following clarifications/additions to the Program which was provided to CFA on or about April 26, 2021:

1. The Voluntary Remote Work Program and Agreement applies only to Unit 3 librarians and counsellors.
2. All instances of “appropriate administrator” referenced in the program documents for the purposes of Unit 3 employees will be defined as “administrator” in Provision 2.1 of the Collective Bargaining Agreement.
3. Faculty will ensure they are available and performing their job responsibilities in the same manner as expected if working on-site. The University shall have the right to make on-site inspection of any remote work site, with advance written notice (per the program) when issues exist related to work site safety, or a business operation concerns.
4. To qualify for the remote work program, participating faculty must have received a rating of satisfactory or above, or its equivalent, on their most recent performance evaluation
5. Evaluation of employee performance will follow evaluation and performance procedures set forth in the CFA Collective Bargaining Agreement.
6. A notice of termination of the “Voluntary Remote Work Program” will provide the reason for the termination and may be included in the personnel action file (PAF) in accordance with Article 11 of CSU-CFA Agreement


Any dispute regarding the enforceability of the terms of this Agreement will be adjudicated in accordance with the arbitration procedures contained in Article 10 of the Collective Bargaining Agreement in effect at the time any dispute arises.

For CFA:


Nathanel Lowe (Aug 24, 2021 16:44 PDT)
Nathanel Lowe,
CFA Field Representative


Aug 24, 2021

Date:


Ryne Leuzinger (Sep 1, 2021 13:12 PDT)
Ryne Leuzinger,
CFA Monterey Bay President


Sep 1, 2021

Date:


Frederik Vermote (Sep 10, 2021 10:20 PDT)
Fred Vermote,
CFA Faculty Rights Chair

Sep 10, 2021

Date:


Meghan O'Donnell (Aug 24, 2021 16:40 PDT)
Meghan O'Donnell,
CFA Chapter Co-Lecture Representative

Aug 24, 2021

Date:


For the University:


Natalie King,
AVP for University Personnel

Aug 24, 2021

Date:

For the Chancellor Office:


Hector Fernandez,
Manager Systemwide Labor Relations

Aug 24, 2021

Date: