Memorandum of Understanding
California Polytechnic State University, San Luis Obispo
AY 2021-2022 Repopulation Plan
July 27, 2021

This Agreement (“Agreement”) is entered into between the Board of Trustees of the California State University through its California Polytechnic State University, San Luis Obispo (“Cal Poly SLO”) campus and the California State University Employees Union (“CSUEU”), all of whom are designated collectively as the parties to this Agreement, regarding the AY 2021-2022 Repopulation Plan. Notice was provided to CSUEU on May 7, 2021 and the parties met and conferred on July 6, 2021, July 27, 2021 and via email.

As a result of the meeting the parties agree as follows:

1. The following policies are currently being negotiated systemwide between the parties:
   a. Mandatory Vaccine Policy.

2. The following policies were adopted systemwide between the parties:
   a. Vaccine Verification Program (VVP) (subject to Campus opt-in)
   b. COVID-19 Employee Testing Program (subject to Campus opt-in)
   c. Cal OSHA Emergency Temporary Standards (ETS).
   d. Isolation and Quarantine Leave.
   e. Extended Covid Relief Leave (ECRL).

3. Campus safety measures.
   a. Safety measures will comply with municipal, state and federal requirements including the Cal OSHA ETS.
   b. Masks will be available for all employees (including vaccinated employees) upon request.
   c. Upon a valid written request for information, Cal Poly shall provide to the Union available department repopulation plans and/or schedules for employee return to campus.
   d. Any additional COVID19 Pandemic protocols and/or dedensification shall be consistent with municipal, state, CSU, or federal regulations and/or guidelines and, if within the scope of representation, will be subject to notice and meet and confer upon request of the Union.

4. The Campus shall take workload into consideration when maintaining operations during the pandemic and will consider any additional staffing and/or compensation consistent with the provisions of the CBA.
5. Violation of this MOU shall be subject to Article 7 Grievance procedures. Cal Poly recognizes that the Union retains the right to challenge decisions they view as arbitrary and/or capricious.

6. This MOU shall be in effect for only Academic Year 2021-2022, unless extended by mutual agreement.

7. This Agreement does not establish a precedent at Cal Poly SLO, or any other campus within the CSU system.

8. CSUEU acknowledges that Cal Poly SLO has fully satisfied its obligation to meet and confer regarding the AY 2021-2022 Repopulation Plan at Cal Poly SLO. This Agreement does not alter or abridge the rights and obligations contained in the Parties’ 2018-2022 Collective Bargaining Agreement.

For CSUEU:

Jessica Westbay
VP for Representation

Brian Young
Senior Labor Representative

Brenda C. Brown
Lead Labor Representative

Tessy Reese
BU 2 Chair
For CSU:

Al Liddicoat
Vice President, HR & Academic Personnel

Adrienne Ratner
AVP of Academic Personnel, Employee & LR

Neha Shah
Sr. Manager of Systemwide Labor Relations
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Agreement completed.
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