1. This Agreement ("Agreement") is entered into between the Board of Trustees of the California State University, ("CSU") and Union of American Physicians and Dentists ("UAPD") all of whom are designated collectively as the "Parties" to this Agreement regarding Senate Bill 24 ("SB24") (CSU Health Center Services) at CSU. The parties concluded negotiations on September 15, 2022.

2. On February 1, 2022, the CSU provided notice to UAPD regarding health service requirements for CSU under SB24. CSU provided an updated notice on March 14, 2022 with a copy of SB24 text bill.

3. Both Parties agree each has fully satisfied its obligation to meet and confer regarding the implementation of SB24. This Agreement does not alter or abridge the rights and obligations contained in the May 15, 2020 – September 30, 2022 Collective Bargaining Agreement between CSU and UAPD.

4. As a result of the meet and confer, the Parties agree as follows:

   a. UAPD represented employees who are licensed medical professionals, as identified in SB24, will have the right to opt-out of providing abortion by medication techniques if declaring a moral, ethical, or religious basis for refusing to participate in accordance with California Health and Safety Code section 123420. Employees will use the attached form if they elect to opt-out. Physicians who opt out shall not be responsible for the medication abortion services under SB 24 performed by other staff.

   b. UAPD agrees the CSU shall have the right to contract out abortion by medication techniques required under SB24, when there is a need due to staffing shortages. CSU agrees the contracting out is not intended to replace, displace, or layoff existing staff.

   c. UAPD agrees CSU has fully satisfied its obligation to meet and confer regarding contracting out for the abortion by medication techniques required under SB24. This Agreement does not alter or abridge the rights and obligations contained in the May 15, 2020 – September 30, 2022 Collective Bargaining Agreement between the Parties.

   d. UAPD represented employees may bring forth safety concerns as provided under Provision 24.5. The campus will continue to comply with Article 24 for any request brought forward.

   e. CSU shall continue to comply with Article 23 (Professional Development) to ensure UAPD represented employees are trained to perform their expected responsibilities/duties under SB24. UAPD represented employees may seek additional professional development for medication abortion services under Article 23. Requests shall be made to their Appropriate Administrator at each campus.

5. This MOU shall not create a precedent at the CSU or any campus within the CSU system.
6. Any dispute regarding the enforceability of the terms of this Agreement will be adjudicated in accordance with the arbitration procedures contained in Article 8 of the Collective Bargaining Agreement in effect at the time any dispute arises.

For the UAPD: Sep 19, 2022

_______________________________________
Patricia Castillo
UAPD Representative/Negotiator

Dr. George Sarka
UAPD Steward CSUN

Dr. Ruth Avila
UAPD Steward Fresno State

For the CSU: Sep 16, 2022

_______________________________________
Christina Checel
Associate Vice Chancellor, Chancellor Office

Hector Fernandez
Manager Systemwide Labor, Chancellor Office

Joy Stewart-James
Associate Vice President, Sacramento State

Ping Nga Allan Lee, MD
UAPD Steward SFSU