

Memorandum of Understanding

Article 8 Vacation & Sick Leave Accruals for Statewide Officer Leave

This Memorandum of Understanding (“Agreement”) is entered into by and between the Board of Trustees of the California State University (“University” or “CSU”) and the Academic Professionals of California (“APC”), all of whom are referred to collectively as the “Parties” to this Agreement, regarding Article 8 vacation and sick leave accruals for statewide officer leave. The parties met and discussed on May 11, 2022.

Whereas, the Parties seek to ensure compliance with, and consistent application of, the below specified provisions of Article 8 of the Collective Bargaining Agreement between the Parties.

The Parties to this Agreement mutually agree to the following:

1. This Agreement is not an admission by any Party of any wrongdoing or liability of any kind. The Parties enter into this Agreement solely to avoid the uncertainty of future proceedings.
2. APC and Grievant agree that, per Provision 8.16(a)(2)(l) of the Collective Bargaining Agreement between APC and the Trustees of the California State University, APC Statewide Officers on Non-Reimbursable leave will not accrue vacation, holiday and sick leave credit(s) in proportion to the percentage of their leave and for the duration of their leave.
3. APC and Grievant agree that, per Provision 8.16(b)(1)(j) of the Collective Bargaining Agreement between APC and the Trustees of the California State University, APC Statewide Officers on Reimbursable leave will not accrue vacation, holiday and sick leave credit(s) in proportion to the percentage of their leave and for the duration of their leave.
4. Unless specified otherwise, effective June 1, 2022, all CSU campuses and the Chancellor’s Office, shall return to status quo with the contract terms in relation to Provisions 8.16(a)(2)(l) and 8.16(b)(1)(j) of the Collective Bargaining Agreement between the Parties.
5. Any dispute about the enforceability or terms of this agreement shall be resolved through the Article 10 grievance procedure in effect at the time the dispute arises.
6. Both Parties agree each has fully satisfied its obligation to meet and confer regarding the effective date of the return to status quo with contract language regarding Article 8 vacation and sick leave accruals for statewide officer leave. This Agreement does not alter or abridge the rights and obligations contained in the January 31, 2018 – June 30, 2022 Collective Bargaining Agreement between the Board of Trustees of the California State University and APC.

7. This Agreement may be executed in several counterparts, and in facsimile or electronic form, and all such executed counterparts shall constitute a single agreement, binding on all of the Parties hereto, and their successors and assignees, notwithstanding that all of the Parties hereto are not signatories to the original or to the same counterpart.

The effective date of this Agreement shall be the date of the last signature of the Parties.

For Academic Professionals of California:

Edie Brown May 18, 2022
Edie Brown (May 18, 2022 18:30 PDT)

Edie Brown [Date]
President

Lee O. Norris May 18, 2022
Lee O. Norris (May 18, 2022 15:05 PDT)

Lee Norris [Date]
Labor Representative

For the California State University:

Christina Checel May 18, 2022
Christina Checel (May 18, 2022 15:00 PDT)

Christina Checel [Date]
Associate Vice Chancellor
Labor and Employee Relations

Neha R. Shah May 18, 2022

Neha R. Shah, Senior Manager [Date]
Systemwide Labor Relations