

Memorandum of Understanding
Cal Poly Pomona Early Exit Program

This Agreement ("Agreement") is entered into between the Board of Trustees of the California State University ("CSU") through the campus of California State Polytechnic University, Pomona ("Cal Poly Pomona" or "CPP") and the California State University Employees Union ("CSUEU") (collectively "the parties") regarding the implementation of the Early Exit Program ("EEP").

The parties hereby agree to the following terms and conditions for the EEP:

1. Employee participation:

- a. Permanent employees who hold probationary or temporary positions may participate in the program.
- b. No eligible employee shall be denied the opportunity to participate in the program by management action (veto) or inaction (failing to sign and forward the application). However, the separation date must be agreed upon by the appropriate administrator and the employee based on operational needs and as provided in the terms of the EEP.
- c. If a dispute arises over an individual's participation in the EEP, the employee may request to consult with Employee/Labor Relations & Compliance over the dispute. The employee may request a Union Representative for the consultation.

2. Separation Agreement Waivers:

- a. Notwithstanding Employee's full and complete settlement of all claims of any kind as provided in Section 6 of the First Separation Agreement and Release and Section 4 of the Final Separation Agreement and Release, nothing in this Agreement shall be construed to prohibit Employee from reporting an alleged violation of or participating in any investigation or proceeding conducted in accordance with CSU's Executive Order 1096 or Executive Order 1097.
- b. Workers' Compensation: The General Waiver and Release of Claims in these agreements does not affect workers' compensation benefits.
- c. Nothing in this Agreement shall be construed as waiving any entitlement to any compensation Employee may have under any applicable Collective Bargaining Agreement that is earned by Employee on or before Employee's last day of employment with the University.
- d. The parties agree that the President's response provided in accordance with Provision 13.7 is final and not subject to reversal by the State Personnel Board.

3. Re-employment

- a. Participation in the EEP does not prohibit an employee from applying for another position in the University in the future (i.e., after separation).
- b. Participation in the EEP does not prevent an employee from being hired as a retired annuitant in the future (i.e., after separation).
- c. The terms of the EEP will not be altered by any future employment with the University after separation through the EEP.

4. Reporting to the Union:

- a. CPP will provide the Union with the names and bargaining units of CSUEU bargaining unit employees who applied for and participated in the EEP on or before April 30, 2021.
- b. In the event CPP decides to terminate the EEP program early, CPP will immediately notify CSUEU of its intent to terminate the program. CPP will provide the Union the number of applications submitted, approved and the number of pending applications within 45 days of the decision to terminate.
- c. Prior to the implementation of the EEP, CPP will provide CSUEU with a copy of the FAQ for review at least five (5) days prior to posting on the University's Website.

5. Satisfied Obligation to Meet and Confer: CSUEU acknowledges that CSU has fully satisfied its obligation to meet and confer regarding the implementation of the EEP.

6. Incorporated by Reference: The "Early Exit Program" shall be incorporated by reference into this Agreement.

7. Non-Precedent Setting: This MOU shall not create a precedent at CPP or any campus within the CSU system.

For CSUEU:

Brenda Brown

Brenda Brown (Sep 14, 2020 13:25 PDT)

Brenda Brown

Sep 14, 2020

Date

Rocky Sanchez

Rocky Sanchez

9/21/2020

Date

Tessy Reese

Tessy Reese (Sep 14, 2020 13:48 PDT)

Tessy Reese

Sep 14, 2020

Date

Fortunato Garcia

Fortunato Garcia (Sep 15, 2020 07:38 PDT)

Fortunato Garcia

Sep 15, 2020

Date

Tony Spraggins

Tony Spraggins (Sep 14, 2020 15:23 PDT)

Tony Spraggins

Sep 14, 2020

Date

Rich McGee

Rich McGee (Sep 14, 2020 18:55 PDT)

Rich McGee

Sep 14, 2020

Date

EARLY EXIT PROGRAM CPP
September 10, 2020

Hector Maciel

Hector Maciel

Robert Rice

Robert Rice (Sep 15, 2020 16:39 PDT)

Robert Rice

Shari Jackson

Shari Jackson (Sep 21, 2020 11:04 PDT)

Shari Jackson

Sandra Harper

Sandra Harper

Gary Funk

Gary Funk (Sep 15, 2020 19:10 PDT)

Gary Funk

For CPP:

Yasmim Ittchi

Yasmim Ittchi

Director Employee/Labor Relations

For CSU:

Diva M. Sanchez Trevino

Diva M. Sanchez Trevino

Manager of Systemwide Labor Relations

CSU Chancellor's Office

Sep 15, 2020

Date

Sep 15, 2020

Date

Sep 21, 2020

Date

Sep 21, 2020

Date

Sep 15, 2020

Date

Sep 14, 2020

Date

09/11/2020

Date