APC / CSU MEMORANDUM OF UNDERSTANDING

SYSTEMWIDE TELECOMMUTING PROGRAM

The California State University ("CSU") and the Academic Professionals of California ("APC" or "the Union") agree as follows:

Introduction

1. In an effort to streamline the meet and confer process, campuses may opt into the attached Telecommuting Program ("Telecommuting Program"), Appendix A. When campuses opt in, the Chancellor's office will inform the Union, in writing, at least seventy-two (72) hours prior to the start date of a campus adopting the Telecommuting Program.

2. If a campus uses the attached Telecommuting Program, no meet and confer is needed with the Union. However, if a campus creates a program that differs from or modifies the attached Program, the campus may, subject to the requirement of the Higher Education Employer-Employee Relations Act, need to meet and confer with the Union.

   This MOU will not supersede existing campus agreements governing telecommuting unless the campus opts into this Telecommuting Program.

Telecommuting Program (Appendix A)

3. Disaster recovery or emergency plan shall mean a bona fide emergency. Examples of a bona fide emergency include, but are not limited to fire, flood, power outage, earthquake or other natural disaster.

4. Employees may occasionally telecommute from a location other than the site they designate on their Telecommuter Information Agreement with approval from their Appropriate Administrator.

   The University will provide at least seven (7) days' notice before altering a Telecommuting Agreement (e.g., changing the days an employee on a hybrid schedule has to work on campus).

5. During a bona fide emergency, or as part of an emergency plan the University shall waive the requirements on the Home Safety Checklist until the employee is able to obtain the items on the Checklist.

6. Employees are only required to attest to having an operational fire extinguisher readily available at the worksite.

7. During a bona fide emergency an employee's overall performance evaluation shall not be considered at all in the implementation of a Telecommuting Agreement.

8. Except in the case of a bona fide emergency, the University shall have the right to inspect an employee's work location only after providing at least twenty-four (24) hours' notice, in writing, to the employee.

9. The duties enumerated on the Telecommuting Work Performance Expectations form shall be derived from an employee's position description. The location at which the duties shall be performed may only be altered, in writing, after consultation with the affected employee and after having provided seven (7) days' notice of the change to the employee.

General Provisions

10. The Union may request to reopen negotiations over this systemwide Telecommuting Program if any other represented group signs an MOU for a systemwide Telecommuting Program containing an enhanced benefit, and/or improved term and condition of employment (e.g., reimbursement for telecommuting expenses). Unless the Parties agree otherwise those negotiations shall be limited to the enhanced benefit, and/or term and condition of employment.

11. The parties agree that they have fully satisfied their obligation to meet and confer over the Program, Telecommuter Information Agreement/Telecommuting Agreement, Telecommuting Work Performance Expectations, and Home Safety Checklist.

12. If the CSU modifies this Telecommuting Program, it shall fulfill any affirmative notice and obligation as required by HEERA and the CBA.

13. This MOU does not alter or abridge the rights and obligations contained in the Collective Bargaining Agreements between the CSU and the Union.

14. Disputes alleging a violation, misinterpretation or misapplication of this MOU shall be subject to the grievance procedure in the CBA between the CSU and the Union.

For APC:

Edie Brown
Edie Brown (Nov 3, 2021 11:32 PDT)

Edie Brown,
APC President

dagoberto argueta
dagoberto argueta (Nov 3, 2021 11:23 PDT)

Dagoberto Argueta,
APC Vice President

Christine McCarthy
Christine McCarthy (Nov 3, 2021 12:51 PDT)

Christine McCarthy,
APC Treasurer

Rose Duran
Rose Duran (Nov 3, 2021 13:43 PDT)

Rose Duran,
APC Secretary

Mario Baeza
Mario Baeza (Nov 3, 2021 11:14 PDT)

Mario Baeza,
APC Council Member at Large
CSU San Bernardino

Daryl Evans

Daryl Evans,
CSU Dominguez Hills

Randy Montes
Randy Montes (Nov 3, 2021 11:15 PDT)

Randy Montes,
CSU Fullerton

Sam Tran (Nov 3, 2021 11:14 PDT)

Sam Tran,
CSU East Bay

Tammy Worthington
Tammy Worthington (Nov 3, 2021 11:13 PDT)

Tammy Worthington,
CSU Stanislaus

For the California State University:

Christina Checel

Christina Checel
Associate Vice Chancellor

Joseph J. Jelincic III (Nov 3, 2021 13:02 PDT)

Joseph J. Jelincic III
Senior Director, Collective Bargaining

Steve James

Steve James
Labor Relations Advisor

Diva Sanchez Trevino
Manager of Systemwide Labor Relations