

Memorandum of Understanding
Impacts of Telecommuting Policy at California State University, Fullerton

This Agreement (“Agreement”) is entered into between the Board of Trustees of the California State University (“CSU”) through its California State University, Fullerton (CSUF) campus and the California State University Employees Union (“CSUEU”) (collectively “the Parties”) regarding the CSUF’s Telecommuting Policy noticed on December 3, 2020, (“the Policy”).

A. The parties agree to the following:

1. CSUF shall remove the following from Section I (C) of the Policy: “and what assessment techniques will be used to measure success in fulfilling job requirements and meeting performance standards.”
2. In accordance with Provision 18.26, the Appropriate Administrator’s determination regarding an employee’s request to telecommute shall also include consideration of an employee’s years of service on campus.
3. Employees may request voluntary Telecommuting Agreements of up to twelve (12) months as provided in CSUF’s Telecommuting Policy. The University will respond to any such request within ten (10) days of the request being made. In accordance with Provision 18.26, if an employee’s request for telecommuting is denied, the Appropriate Administrator shall provide a written explanation of the reasons for the denial.
4. Within forty-five (45) days prior to the termination of the Telecommuting Agreement, the employee may request to renew the Telecommuting Agreement for up to twelve (12) months.
5. Telecommuting Agreements are subject to review by the Appropriate Administrator on a quarterly basis. These reviews are for assessing the continued mutual benefits of the telecommuting agreement and will not be placed in the employee’s personnel file. The CSU retains and reserves unto itself, without limitation, whether exercised or not, all powers, rights, authorities, duties, and responsibilities which have not been specifically abridged, delegated or modified by this Agreement.
6. A participating employee may terminate a voluntary Telecommuting Agreement prior to the scheduled termination date for any reason with a minimum of twenty-one (21) calendar days (or less by mutual agreement) written notice to the Appropriate Administrator.
7. The Appropriate Administrator may terminate a voluntary Telecommuting Agreement prior to the scheduled termination date for any reason with a minimum of twenty-one (21) calendar days (or less by mutual agreement) written notice to the participating employee. Nonetheless, the Appropriate Administrator may end the Telecommuting Agreement with less than twenty-one (21) calendar days’ notice if there is an exigency to do so.

8. The second paragraph of Section II (C) 7 of the Policy shall read as follows: The participating employee agrees to promptly notify their Appropriate Administrator when unable to perform work assignments due to equipment failure or other unforeseen circumstances. The participating employee may be assigned to a project and/or work location that may necessitate immediate modification of the telecommuting agreement.
 9. The University will provide any software required for the participating employee to perform their work duties.
 10. Employees who telecommute may use any supplies that the University regularly provides employees when working at their on-site University work location. The participating employee may submit an advance written request for approval by their Appropriate Administrator for the use or purchase of any equipment and/or the purchase of additional supplies needed for telecommuting.
 11. CSUF shall remove the following from Section 2 (C) (9) of the Policy: “such as by laptop computer, mobile phone, email, network access, messaging application, videoconferencing with camera video on, instant messaging and/or text messaging”.
 12. In accordance with Provision 19.4, CSUF shall amend Section II (C) 20 of the Policy as follows: replacing “A participating employee’s failure to obtain prior approval for overtime work may result in termination of the Telecommuting Agreement” with “All overtime must be authorized and assigned by the appropriate administrator.”
 13. **Emergency Business Needs:** Telecommuting is voluntary, except when the university determines that conditions related to health and safety prohibit the employee’s job from being performed physically at the University work location.
 14. When the University requires an employee to telecommute due to emergency business needs, the University will notify CSUEU as soon as practicably possible and shall endeavor to notify within 48 hours after the order to telecommute due to an emergency. CSUEU retains the right to demand to meet and confer on any reasonably foreseeable impacts on terms and conditions of employment of the telecommuting.
- B. Should agreement be reached at the campus level with any other bargaining unit, excluding unit 3 or 11 employees, to compensate unit employees for telecommuting expenses, CSUEU bargaining unit employees will be afforded the same.
 - C. CSUEU acknowledges that CSU has fully satisfied its obligation to meet and confer regarding the impacts of CSUF’s Telecommuting Policy.
 - D. This MOU shall not create a precedent at CSUF or any campus within the CSU system.

- E. Any dispute about the effect, interpretation or application of this MOU shall be resolved through the grievance procedure contained in Article 7 of the CSUEU/CSU CBA in effect at the time the dispute arises.
- F. Nothing in this agreement abridges the employee’s rights under the Collective Bargaining Agreement.
- G. The CSU retains and reserves unto itself, without limitation, whether exercised or not, all powers, rights, authorities, duties, and responsibilities which have not been specifically abridged, delegated or modified by this Agreement.

For CSUEU:

Jessica Westbay
Jessica Westbay (May 27, 2021 16:32 PDT)

 Jessica Westbay
 Vice President for Representation

May 27, 2021

 Date

Tessy Reese
Tessy Reese (May 27, 2021 20:44 PDT)

 Tessy Reese
 Bargaining Unit 2 Chair

May 27, 2021

 Date

Don Moreno
Don Moreno (May 30, 2021 15:00 PDT)

 Don Moreno
 Bargaining Unit 5 Vice Chair

May 30, 2021

 Date

Dawn McCulley
Dawn McCulley (Jun 1, 2021 07:28 PDT)

 Dawn McCulley
 Bargaining Unit 7 Vice Chair

Jun 1, 2021

 Date

Rich McGee
Rich McGee (Jun 1, 2021 14:57 PDT)

 Rich McGee
 Bargaining Unit 9 Chair

Jun 1, 2021

 Date

Jacqueline Otis

 Jacqueline Otis
 Chapter 317 President

Jun 2, 2021

 Date

Vicky McLeod

 Vicky McLeod
 Chapter 317 Vice President

Jun 2, 2021

 Date

Sinta McGee

Sinta McGee
Chapter 317 Unit 9 Representative

Jun 2, 2021

Date

Aleena Clavel

Aleena Clavel
Chapter 317 Unit 7 Representative

Jun 2, 2021


Date

Amanda Villagran

Amanda Villagran
Chapter 317 Records Officer

Jun 2, 2021

Date


[Andrew Wood \(May 27, 2021 15:58 PDT\)](#)

Andrew Wood
Labor Relations Representative

May 27, 2021

Date

For CSUF:



Dr. David Forgues
Vice President
Human Resources, Diversity and Inclusion

Jun 2, 2021

Date

For CSU:



Diva M. Sanchez Trevino
Manager of Systemwide Labor Relations
CSU Chancellor's Office

05/27/2021

Date