

### Memorandum of Understanding

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 Academic Professionals of California (“APC”) (collectively “the Parties”) regarding the CSUF’s Telecommuting Policy noticed on December 3, 2020, (“the Policy”).

A. The parties agree to the following:

1. Employees may request voluntary telecommuting arrangements as provided in CSUF’s Telecommuting Policy. The University will respond to any such request within ten (10) days of the request being made.
2. The University will provide any software required for the participating employee to perform their work duties.
3. 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 purchase of any special supplies and/or equipment not available in the on-site work location.
4. Telecommuting is voluntary, except under emergency conditions related to health and safety that prohibit the employee’s job from being performed physically at the University work location.
5. When the University requires an employee to telecommute due to emergency business needs, the University will provide reasonable equipment, for the employee to perform their work duties through Telecommuting at a Telecommuting Site. The University will also notify APC as soon as practicably possible if it requires employees to telecommute.
6. A participating employee may terminate a voluntary Telecommuting Agreement at any time for any reason upon fourteen (14) calendar days’ (or less by mutual agreement) written notice to the Appropriate Administrator.
7. The Appropriate Administrator may terminate a Telecommuting Agreement at any time for any reason upon fourteen (14) 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 fourteen (14) calendar days’ notice if there is an exigency to do so.
8. 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.”
9. If an alleged work-related injury occurs, the University shall reserve/have the right to promptly make on-site inspection of any Telecommuting Site for the purposes of investigating the alleged work-related injury. Unless there is a business necessity or emergency, CSUF will provide at least 24 hours’ notice of any such inspections.
10. Should agreement be reached at the campus level with another bargaining unit, excluding unit 3 or 11 employees, to compensate unit employees for telecommuting expenses, APC bargaining unit employees will be afforded the same.

B. APC acknowledges that CSU has fully satisfied its obligation to meet and confer regarding the CSUF’s Telecommuting Policy

C. APC retains the right to demand to bargain on any reasonably foreseeable impacts on terms and conditions of employment not included herein.

March 22, 2021


- 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 10 of the APC/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.

**For APC:**

  
Cynthia Brown (Mar 22, 2021 14:22 PDT)  
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Cynthia Brown  
Labor Relations Representative


Mar 22, 2021  
\_\_\_\_\_  
Date

**For CSUF:**

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

Mar 22, 2021  
\_\_\_\_\_  
Date

**For CSU:**

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

03/22/2021  
\_\_\_\_\_  
Date