

Memorandum of Understanding
California State University, Dominguez Hills
Telecommuting Policy
December 1, 2021

This Agreement (“Agreement”) is entered into between the Board of Trustees of the California State University through its California State University, Dominguez Hills campus (“CSUDH”) and the Academic Professionals of California (“APC”), all of whom are designated collectively as the parties to this Agreement, regarding the Telecommuting Policy (“Policy”). Notice was provided to APC on August 6, 2021 and the parties met and conferred on September 15, 2021, October 11, 2021, November 10, 2021 and by email.

As a result of the meeting the parties agree as follows:

1. Bargaining unit members may request telecommuting arrangements consistent with the Policy. The University shall respond to any such request within ten (10) business days of the request being made.
2. CSU Dominguez Hills agrees bargaining unit members may use office supplies that the University regularly provides employees when working at their on-site University work location. This may include an ergonomic keyboard, ergonomic mouse, and other ergonomic supplies to use while telecommuting pursuant to the Policy. This excludes furniture and other large items, including but not limited to chairs and desks. Pursuant to provision 8 of the Policy, the Appropriate Administrator shall document any equipment provided to the bargaining unit member.

CSU Dominguez Hills agrees that bargaining unit members participating in the telecommuting program under the Policy shall normally be given fourteen (14) days notice prior to termination of their telecommuting agreement, unless extenuating circumstances make such notice impracticable. This notice period may be waived by mutual agreement.

3. CSU Dominguez Hills shall endeavor to give forty-eight (48) hours notice to telecommuting employees prior to being asked to return to campus for an onsite obligation, unless extenuating circumstances make such notice impracticable. This notice period may be waived by mutual agreement.
4. CSU Dominguez Hills agrees a telecommuting site is an off-site work location where telecommuting can be performed, normally in the employee’s residence. The off-site work location must conform to all the requirements of the Telecommuting Policy, CSU Systemwide Policies and the Telecommuter’s Home Safety Checklist.

5. Normal telecommuting distance shall mean that an employee can respond to campus as scheduled pursuant to Article 28 of the CBA or as required by the terms of this policy.
6. During a bona fide emergency CSU Dominguez Hills shall waive the requirements of the Telecommuter's Home Safety Checklist for a reasonable amount of time until the employee is able to obtain the items on the Checklist.
7. Bargaining Unit employees are only required to attest to having an operational fire extinguisher readily available at the worksite.
8. The parties agree that the Systemwide Out-of-State Employment Policy (HR 2021-04), once applicable to APC, shall be the controlling policy related to Out-of-State Employment at CSU Dominguez Hills.
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, CSUDH will provide at least 24 hours' written notice of any such inspections.
10. Bargaining unit employees participating in the telecommuting program under the Policy shall abide by Article 30 ("Outside and Additional Employment") of the CBA.
11. CSU Dominguez Hills agrees to comply with Article 18 of the CBA, when conducting performance evaluations for bargaining unit members under the Policy.
12. This Agreement does not establish a precedent at CSU Dominguez Hills, or any other campus within the California State University.
13. CSU Dominguez Hills understands that any change to the Policy, within the scope of negotiation under the Higher Education Employer-Employee Relations Act (HEERA), may require notice to APC and be subject to impact bargaining.
14. APC acknowledges that the University has fully satisfied its obligation to meet and confer regarding the above referenced issue. 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 Parties.

For CSU:


[Monica Ponce \(Dec 6, 2021 21:33 PST\)](#)

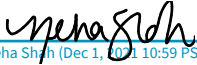
Dec 6, 2021

Monica Ponce
Interim Associate Vice President for Human Resources, CSUDH


[Agke-Ong Grow \(Dec 7, 2021 08:12 PST\)](#)

Dec 7, 2021

Agke Grow
Director, Employee Relations, Payroll, and Benefits, CSUDH


[Neha Shah \(Dec 1, 2021 10:59 PST\)](#)

Dec 1, 2021

Neha Shah
Sr. Systemwide Labor Relations Manager, California State University, Office of the
Chancellor

For APC:


[Lee O. Norris \(Dec 1, 2021 11:03 PST\)](#)

Dec 1, 2021

Lee O. Norris, Academic Professionals of California,
Labor Relations Manager


[Daryl R. Evans \(Dec 6, 2021 09:37 PST\)](#)

Dec 6, 2021

Daryl Evans, Academic Professionals of California,
Chief Steward