

**Memorandum of Understanding**

Telecommuting Policy  
California State University, Dominguez Hills  
December 7, 2021

This Agreement (“Agreement”) is entered into between the Board of Trustees of the California State University (“University”) through its Dominguez Hills campus (“CSU Dominguez Hills”) and California State University Employees Union (“CSUEU”), all of whom are designated collectively as the “Parties” to this Agreement, regarding the implementation of “Telecommuting Policy”. Notice was provided to CSUEU on August 5, 2021, and the parties met and conferred on September 29, 2021, December 7, 2021, and via email.

1. As a result of the meet and confer, the Parties agree as follows:
  - a. Consistent with Provision 18.26 of the Parties Collective Bargaining Agreement (“CBA”), Dominguez Hills has chosen to develop a voluntary telecommuting policy (“policy”). Telecommuting is voluntary and approved upon mutual agreement between the employee and Appropriate Administrator based on the criteria outlined in the policy.
  - b. The term “supervisor” or “Appropriate Administrator” in this Telecommuting Policy shall be interpreted as “Appropriate Administrator” as defined in the CBA.
  - c. CSU Dominguez Hills agrees to comply with Article 10, when conducting performance evaluations for employee performing work under the policy.
  - d. CSU Dominguez Hills agrees to comply with Article 18 of the CBA in relations to exempt employees participating in the telecommuting program under the Policy.
  - e. When considering a request to telecommute, the Appropriate Administrator shall identify if additional equipment or supplies are necessary for the assignment. A participating employee who needs additional equipment or supplies to telecommute may request them.
  - f. Bargaining unit employees 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. 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. Decisions for denial shall not be arbitrary or capricious.
  - g. CSU Dominguez Hills agrees employees shall be given 21-days’ notice before a telecommute agreement ends, except by mutual agreement or in case of extenuating-circumstances.
  - ~~h.~~ CSU Dominguez Hills agrees to give bargaining unit employees participating in the telecommuting program 48-hours’ notice prior to being asked to return to campus for an on-site obligation, unless extenuating circumstances make such notice impracticable. The notice period may be waived by mutual agreement.

- i. 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 Telecommuter’s Policy, CSU Systemwide Policies and the Telecommuter’s Home Safety Checklist. Only for purposes of this Policy, CSU Dominguez Hills agrees that any reference to “remote work” is not applicable to CSUEU.
  - j. Use of personal devices shall not be required to conduct university business.
2. 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.
  3. This Agreement does not establish a precedent at CSU Dominguez Hills, or any other campus within the California State University.
  4. 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 CSUEU and be subject to impact bargaining.
  5. CSUEU 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 CSUEU:**

**Khiem Ha**

Dec 17, 2021

Khiem Ha  
CSUEU Chapter President

Date

**Anthony J. Diaz**

Jan 12, 2022

Anthony J. Diaz  
Chapter VP

Date

**Mary Granger**

Dec 18, 2021

Mary Granger  
Chapter Chief Steward

Date

**Lee K. Mann Broussard**

Dec 30, 2021

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Lee K. Mann Broussard Chapter BU 7 Rep

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Date

**Nathlyn Hirohama**

Dec 21, 2021

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Nathlyn Hirohama  
Chapter Steward

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Date

**Pam Robertson**

Dec 17, 2021

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Pam Robertson  
BU 2 Vice Chair

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Date

**Tyree Mikes**

Dec 17, 2021

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Tyree Mikes  
BU 5 Vice Chair

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Date

**Dawn McCulley**

Dec 29, 2021

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Dawn McCulley  
BU 7 Vice Chair

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Date

**Andrea Skinner**

Dec 18, 2021

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Andrea Skinner  
BU 9 Vice Chair

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Date

**Jessica Westbay**

Jan 5, 2022

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Jessica Westbay  
VP for Representation

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Date

**Steven Butcher**

Dec 17, 2021

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Steve Butcher  
LRR

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Date

**Brenda C. Brown**

Dec 17, 2021

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Brenda C Brown  
Lead LRR

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Date

**For CSU Dominguez Hills:**

**Agke Grow**

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Agke-Ong Grow  
Director Employee Relations

Dec 17, 2021

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Date

**Monica Ponce**

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Monica Ponce  
Interim AVP Human Resources

Dec 17, 2021

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Date

**For the California State University:**

**Guillermo Santucci**

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Guillermo Santucci  
Manager of Systemwide Labor Relations

Dec 17, 2021

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Date

**Signature:**   
Jessica Westbay (Jan 5, 2022 12:02 PST)  
**Email:** jwestbay@csueu.org

**Signature:** *Brenda Brown*  
**Email:** bbrown@csueu.org

**Signature:**   
Steven Butcher (Dec 17, 2021 12:03 PST)  
**Email:** sbutcher@csueu.org


**Signature:**   
Pamela Robertson (Dec 17, 2021 11:32 PST)  
**Email:** robertsonpam019@gmail.com

**Signature:**   
Tyree Miles (Dec 17, 2021 11:18 PST)  
**Email:** mikestyree12@gmail.com

**Signature:**   
Dawn McCulley (Dec 29, 2021 20:04 PST)  
**Email:** dmcculley@csueu.org

**Signature:** *Andrea Skinner*  
Andrea Skinner (Dec 18, 2021 13:19 PST)  
**Email:** askinner@csueu.org

**Signature:**   
Khiem Ha (Dec 17, 2021 12:34 PST)  
**Email:** khacsueu@gmail.com

**Signature:**   
AJ DIAZ (Jan 12, 2022 16:45 PST)  
**Email:** ajdiazcsueu314@gmail.com

**Signature:** *Mary Granger*  
Mary Granger (Dec 18, 2021 19:58 PST)  
**Email:** maryg.chap314@gmail.com

**Signature:** *Lee K. Mann Broussard*  
Lee K. Mann Broussard (Dec 30, 2021 16:43 PST)  
**Email:** leemannbroussard@gmail.com

**Signature:** *Nathlyn Hirohama*  
Nathlyn Hirohama (Dec 21, 2021 12:58 PST)  
**Email:** nathlyn@gmail.com

**Signature:**   
Agke-Ong Grow (Dec 17, 2021 15:27 PST)  
**Email:** agrow@csudh.edu

**Signature:**   
Monica Poince (Dec 17, 2021 15:34 PST)  
**Email:** mponce@csudh.edu

**Signature:**   
Guillermo Santucci (Dec 17, 2021 11:06 PST)  
**Email:** gsantucci@calstate.edu