Memorandum of Understanding
California Polytechnic State University, San Luis Obispo
Telecommuting and Remote Work Guidelines & Forms
December 7, 2021

This Agreement ("Agreement") is entered into between the Board of Trustees of the California State University through its California Polytechnic State University, San Luis Obispo campus ("Cal Poly SLO") and the California State University Employees Union ("CSUEU"), all of whom are designated collectively as the parties to this Agreement, regarding the Telecommuting and Remote Work Guidelines and Forms. Notice was provided to CSUEU on May 7, 2021 and the parties met and conferred on July 6, 2021, October 28, 2021, December 3, 2021, and via email.

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

1. As a result of the meet and confer, the Parties agree as follows to the following clarifications/additions to the Telecommuting and Remote Work Guidelines and Forms which were provided to CSUEU:

   a. Cal Poly SLO agrees to follow Article 18 of the CBA for CSUEU exempt employees in the Telecommuting Program.

   b. The Guidelines require the employee to notify their lead, if applicable in addition to their appropriate administrator in the event of a workplace injury or a technical problem.

   c. Any equipment, furniture, utility charge or internet access not provided by the campus is the responsibility of the employee to procure/arrange and at the employee’s sole expense, unless agreed to as described below. An employee may use personal electronic devices for university business with mutual agreement.

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 must discuss the issue with their Appropriate Administrator. If additional equipment or supplies are deemed necessary by the Appropriate Administrator, then the Appropriate Administrator may:

1. provide the necessary equipment or supplies; or

2. authorize the participating employee’s expenditure and subsequent reimbursement for the necessary equipment or supplies; or
3. provide an alternate work location that has the necessary supplies and equipment

d. If any telecommuting agreement is to be terminated before its expiration date, Cal Poly SLO will provide twenty-one (21) days’ notice before a telecommuting agreement ends, except by mutual agreement or in case of extenuating circumstances.

e. Cal Poly SLO agrees employees shall normally be given 48 hours’ notice before any temporary change to the telecommuting agreement, including attendance on campus, except by mutual agreement or in case of extenuating circumstances.

f. Employees may request to use audio-only for video conferences because of technical difficulties. (e.g., insufficient bandwidth).

g. Break periods are not to be used to perform work for the University and therefore, injuries that occur while on break are not likely to be covered by worker’s compensation, but will be considered on an individual basis.

h. Pursuant to Provision 18.26 of the CBA, if an employee’s request for telecommuting is denied, the Appropriate Administrator shall, at the employee’s request, provide a written explanation of the reasons for the denial. CSU decisions shall not be arbitrary or capricious.

i. An alleged violation of this MOU may be grieved pursuant to the Article 7 Grievance Procedure of the CBA.

j. The parties agree that this policy does not require mandatory telecommuting for CSUEU-represented bargaining unit employees.

k. Should Cal Poly SLO determine it necessary to implement the situational telecommuting section of the Telecommuting and Remote Work Guidelines and the situational telecommuting exceeds or is anticipated to exceed 30 days, Cal Poly SLO will notify CSUEU, and the parties agree to meet and confer over impacts.

2. 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:

Tom Randall
Tom Randall
CSUEU Chapter President

Shay Blackburn
Shelly Blackburn
Chapter BU 5 Rep

Erin Foote
Erin Foote
Chapter Org Chair

David Evans
David Evans
Chapter Steward

Pamela Robertson
Pam Robertson
BU 2 Vice Chair

Don Moreno
Don Moreno
BU 5 Vice Chair

John Ciulik
John Ciulik
BU 7 Vice Chair

Andrea Skinner
Andrea Skinner
BU 9 Vice Chair

Jessica Westbay
Jessica Westbay
VP for Representation

Dec 16, 2021

Dec 17, 2021

Dec 16, 2021

Dec 16, 2021

Dec 16, 2021

Dec 16, 2021

Dec 16, 2021

Jan 5, 2022

Date

Date

Date

Date

Date

Date
For Cal Poly SLO:

Adrienne Ratner
Adrienne Ratner
AVP for Academic Personnel

Al Liddicoat
Al Liddicoat
VP of for University Personnel

For the California State University:

Guillermo Santucci
Guillermo Santucci
Manager of Systemwide Labor Relations
- Memorandum of Understanding - SLO Telecommuting

Interim Agreement Report

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Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"- Memorandum of Understanding - SLO Telecommuting" History

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