

**CALIFORNIA STATE UNIVERSITY (CSU) POLICY FOR TELECOMMUTING DURING THE COVID-19  
PANDEMIC FOR ACADEMIC PROFESSIONALS OF CALIFORNIA (APC)**

1. This agreement shall apply at all campuses and shall supersede any previously negotiated campus specific COVID19 pandemic telecommuting agreement or policy with the Academic Professionals of California (APC). Agreements related to telecommuting reached after the execution of this Agreement shall be controlling.
2. As a result of COVID-19, employees may be required to perform their normally assigned duties by telecommuting. Telecommuting arrangements are at the sole discretion of the CSU.
3. Employees who telecommute shall comply with all applicable policies and procedures, including department procedures, as if they were working on site.
4. Employees in need of additional equipment or supplies to telework must discuss the issue with their appropriate administrator. If additional equipment or supplies are deemed necessary by the appropriate administrator, or by law, then the appropriate administrator may:
  - a. provide the necessary equipment or supplies; or
  - b. authorize the employee's expenditure and subsequent reimbursement for the necessary equipment or supplies; or
  - c. provide an alternate work location that has the necessary supplies and equipment.

If an employee expenditure is authorized, appropriate documentation may be required. Equipment or supplies reimbursed by the CSU shall be the property of the CSU. CSU property shall be used for business purposes, except as otherwise permitted by law or the CBA.

5. Unless mutually agreed to with the employee, the University shall:
  - a. Provide at least fourteen (14) days' notice to an employee before ending a telecommuting assignment; or
  - b. Provide at least twenty-four (24) hours' notice to the employee before conducting an inspection of the telecommuting location unless otherwise required or permitted by law; or
  - c. Provide seventy-two hours' notice to the employee before requiring an employee to return to campus or before changing the day(s) for which an employee telecommutes.
  - d. The University reserves the right to call an employee back to campus without notice if exigent circumstances exist (e.g., an unexpected or unplanned event requiring the completion of a specific task which cannot be performed remotely).
6. If a new campus policy, or an addition to an existing policy, impacts subjects within the scope of representation that are not covered by this agreement, the University shall provide notice to APC if required by the collective bargaining agreement (CBA) or HEERA.

7. Any dispute about the violations, disputes over interpretations, and/or misapplication of this agreement shall be subject to the Grievance Procedure contained in the CBA in effect at the time the dispute arises.
8. Nothing in this policy shall alter the rights or benefits provided under the collective bargaining agreement between the CSU and APC. Consistent with its HEERA obligations, should the University be required to alter this agreement as a result of municipal, state or federal legislation, the University shall provide notice about matters within the scope of representation pursuant to the terms of the Collective Bargaining Agreement (CBA), HEERA or any other statutory requirement. The University retains its right to assert waiver or any other legal defense available under HEERA or applicable law.
9. APC agrees that the CSU has met its obligation to meet and confer over the above subjects, including all previously initiated campus-based meet and confers regarding COVID19 specific telecommuting policies.
10. This Agreement shall remain in effect until December 31, 2021 unless the parties agree to mutually extend the Agreement in part or in whole.

APC

X *Edie Brown* Apr 30, 2021  
Edie Brown (Apr 30, 2021 12:42 PDT)

Edie Brown  
 APC President

X *Dagoberto Argueta* Apr 30, 2021  
Dagoberto Argueta (Apr 30, 2021 12:41 PDT)

Dagoberto Argueta  
 APC Vice President

X *Christine McCarthy* Apr 30, 2021  
Christine McCarthy (Apr 30, 2021 13:12 PDT)

Christine McCarthy  
 APC Treasurer

CSU

X *Neha R. Shah* May 3, 2021  
Neha Shah (May 3, 2021 19:45 PDT)

Neha R. Shah  
 Sr. Systemwide Labor Manager

X *Christina Checél* Apr 30, 2021

Christina Checél  
 Assoc. Vice Chancellor, SW Labor Relations

X *Joseph Jelincic* May 3, 2021  
Joseph Jelincic (May 3, 2021 19:43 PDT)

Joseph Jelincic III  
 Sr. Director, Collective Bargaining

X Rose Duran Apr 30, 2021  
Rose Duran (Apr 30, 2021 13:16 PDT)

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Rose Duran  
APC Secretary

X Steve James

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May 3, 2021

Steve James  
Labor Relations Advisor

X Mario Baeza Apr 30, 2021  
Mario Baeza (Apr 30, 2021 14:30 PDT)

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Mario Baeza  
APC Steward at Large

X Daryl Evans Apr 30, 2021

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Daryl R Evans  
CSU Dominguez Hills

X Randy Montes Apr 30, 2021  
Randy Montes (Apr 30, 2021 15:03 PDT)

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Randy Montes  
CSU Fullerton

X Tammy Worthington Apr 30, 2021  
Tammy Worthington (Apr 30, 2021 15:04 PDT)

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Tammy Worthington  
CSU Stanislaus

X Lee O. Norris Apr 30, 2021  
Lee O. Norris (Apr 30, 2021 12:37 PDT)

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Lee O. Norris  
APC LR Manager

X Cynthia Brown Apr 30, 2021  
Cynthia Brown (Apr 30, 2021 12:16 PDT)

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Cynthia Brown, EdD  
APC LR Representative

X Sam Tran May 3, 2021  
Sam Tran (May 3, 2021 21:10 PDT)

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Sam Tran  
CSU East Bay