

California State University, Fullerton Telecommuting Policy

I. Purpose

- A. California State University, Fullerton (“CSUF” or “University”) supports Telecommuting when the campus determines that telecommuting is operationally feasible and is in its best interest. Such instances for telecommuting work arrangements may be considered when there are opportunities for improved operational performance, or as part of a disaster recovery or emergency plan. CSUF recognizes that with current technology, it is possible for some employees to perform a variety of duties and job functions from their residences or other equipped sites (“Telecommuting Site”).
- B. CSUF recognizes that telecommuting is only feasible for those job duties that can be performed away from campus. In that regard, most telecommuting agreements are voluntary and can be implemented only in instances in which a Department’s Appropriate Administrator has determined that the nature of the job duties of a particular position can be performed successfully outside the traditional office setting without an undue impact on the University’s operations and educational mission. Appropriate Administrators and Departments should carefully review the advantages and disadvantages before offering a telecommuting agreement.
- C. The telecommuting arrangement should identify, in advance, what assignments or tasks are appropriate to be performed at the telecommuting site. The employee should understand the expectations and essentials for participating in a successful telecommuting program. Participating employees shall only Telecommute from within the State of California.
- D. Participation in the University’s Telecommuting Program does not alter the rights or benefits provided under the employee’s collective bargaining agreement (“CBA”) between the California State University and the employee unions.
- E. The University recognizes the significant value of in-person on-site engagement. Accordingly, in the vast majority of cases, telecommuting arrangements will not include full time indefinite remote working from the Telecommuting Site. Instead, they will include some CSUF-determined on-site obligation.
- F. Telecommuting arrangements under this policy, and the terms thereof, are at the sole discretion of CSUF and may be changed or revoked at any time.
- G. Except as expressly set out below for Emergency Business Needs, telecommuting arrangements do not create any additional obligations upon CSUF to provide equipment or workspace to the telecommuting employee. Those obligations are based upon the on-site status of the employee only.

II. Policy

The Associate Vice President, Human Resources Services, is responsible for overseeing and implementing the University's Telecommuting Policy ("Policy"). Questions should be directed to (657) 278-2692.

A. Applicability

CSUF employees are eligible to participate in the University's Telecommuting Program. Employees of ASC or other auxiliaries are not. Participation is on a voluntary basis other than as part of disaster recovery or emergency plan.

B. Definitions

1. **Appropriate Administrator:** as defined by the relevant CBA for employees represented by a union or HEERA for non-represented employees.
2. **Telecommuting:** the performance of the assigned duties and responsibilities of an employee's position in a space specifically set aside as an office, typically in the employee's residence (home office), on a regular basis.
3. **Telecommuting Site:** an off-site work location where telecommuting can be performed, normally in the employee's residence or in another University-approved location. The off-site work location must conform to all the requirements of the Home Safety Checklist.

C. Implementation

To ensure an effective, productive telecommuting program, CSUF establishes the following policy implementation:

1. **Positions Suitable for Telecommuting:** Telecommuting is not feasible for all positions and/or employees. The job responsibilities of the participating employee, as determined by their Appropriate Administrator, must be of a nature in which face-to-face interaction with members of the campus community is minimal or may be scheduled to permit telecommuting. The participating employee must also be able to access the necessary programs, software, and technology to complete their job duties. A participating employee must be self-motivated, their job responsibilities must have minimal requirements for face-to-face daily supervision, they must have demonstrated conscientious observance of work hours and productivity requirements, and they must have received a rating of satisfactory or above, or its equivalent, on their most recent performance evaluation in all areas directly relevant to successful telecommuting, Employees with an overall rating below satisfactory, or its equivalent, on their most

recent performance evaluation or employees with less than 12 months of service shall not be eligible to participate in the University's Telecommuting Program.

2. Performance Standards for Employees Participating in a Telecommuting Program: Participating employees who are authorized by their Appropriate Administrator to perform work at Telecommuting Site must meet the same performance standards and professionalism expected of University employees at on-site work locations regarding job responsibilities, work productivity, communication, and interaction with members of the CSUF community.
3. Request and Approval for Telecommuting: No CSUF employee is entitled to participate in the University's Telecommuting Program. Telecommuting is voluntary and approved upon mutual agreement between the employee and Appropriate Administrator when the campus determines that telecommuting is operationally feasible and is in its best interest. An employee who wants to participate in Telecommuting must submit a written request to their Appropriate Administrator. The decision of the Appropriate Administrator to deny an employee's request to participate in Telecommuting is not subject to appeal.
4. Telecommuting Agreement: A participating employee shall sign the University's Telecommuting Agreement in the form prescribed by the University. (Attachment A). The Appropriate Administrator will attach a position description and denote which duties shall be performed at the participating employee's University on-site work location and which shall be performed at the Telecommuting Site. The Appropriate Administrator will submit the Telecommuting Agreement and attachments to Human Resources Services for review prior to authorization and implementation of the Telecommuting Agreement.

Human Resources Services shall maintain copies of all telecommuting agreements currently in effect. A copy of the Telecommuting Agreement will be placed in the participating employee's personnel file.

5. Termination of Telecommuting: The Appropriate Administrator or participating employee may terminate the Telecommuting Agreement at any time for any reason upon fourteen (14) calendar days' (or less by mutual agreement) written notice to the participating employee or Appropriate Administrator. Telecommuting Agreements are subject to review by the Appropriate Administrator on a quarterly basis, at minimum, and automatically terminate 12 months from the date of implementation
6. Emergency Business Needs: Telecommuting is voluntary, except under emergency conditions that prohibit the employee's job from being performed physically at the University work location. In those instances where the University requires an employee to telecommute due to emergency conditions, the University will provide reasonable equipment for the employee to carry out their job duties through Telecommuting at a Telecommuting Site. The University will also notify the employee's union as soon as practicably possible.

7. **Job Responsibilities:** The participating employee will continue to be expected to perform all job responsibilities while Telecommuting in accordance with the telecommuting arrangement. The participating employee will meet or communicate with their Appropriate Administrator to receive assignments, review work progress, and complete work as the Appropriate Administrator directs. The Appropriate Administrator shall formulate objectives, expectations, and procedures for evaluating work productivity while the employee is telecommuting.

The participating employee agrees to promptly notify their Appropriate Administrator when unable to perform work assignments due to equipment failure or other unforeseen circumstances. The participating employee may be assigned to a project and/or work location that may necessitate immediate termination of the telecommuting agreement.

8. **Compliance with University Policies:** All participating employees shall agree to comply with all applicable policies and procedures of the University and within the employee's department as if they were working on-site.
9. **Accessibility while participating in Telecommuting:** The participating employee must maintain daily communication during the workdays and hours specified in their Telecommuting Agreement with their Department's Appropriate Administrator. Daily communication must be maintained in the manner directed by their Department's Appropriate Administrator, including by means of readily available technology ordinarily used in the workplace, such as by laptop computer, mobile phone, email, network access, messaging application, videoconferencing with camera video on, instant messaging and/or text messaging at all times during the workdays and hours identified above.
10. **Telecommuting Schedule:** The participating employee must maintain a consistent schedule of work hours and days, in accordance with the Telecommuting Agreement, to ensure regular and predictable contact with all CSUF community members. A determination of flexibility in work hours and days where feasible given the person's job responsibilities may be made on a case-by-case basis and must be pre-approved the Appropriate Administrator and stated in the participating employee's Telecommuting Agreement.

For non-exempt employees, a specific work schedule will be stated in the Telecommuting Agreement. Exceptions to the work schedule may be made when an employee's on-site presence is required for a University-related function or activity. The participating employee will remain flexible to their Appropriate Administrator and working arrangements when office functions require their on-site attendance.

11. **Equipment and Designated Workspace:** The participating employee is responsible for assuring that their Telecommuting Site complies with health and safety requirements.

Any equipment, utility charge or internet access not provided by the University is the responsibility of the employee to procure/arrange and at the employee's sole expense, except as specifically provided in the Telecommuting Agreement.

The University will provide any software required for the participating employee to perform their work duties. The participating employee agrees to comply with any licensing regulations and restrictions for all software under license to the University.

Any maintenance of CSUF-supplied equipment for Telecommuting, including but not limited to hardware upgrades and software installation, must be performed by a CSUF-authorized person at a CSUF work location. If directed by their immediate supervisor or Appropriate Administrator, a participating employee must bring University equipment to the designated CSUF location. The University will repair or replace any damaged or lost CSUF equipment, at its sole discretion, and so long as the participating employee has complied with the terms listed in the CSUF Device End-User Protocol and CSUF Property Form.

The University will not provide off-site workspace furniture for part-time participating employees, unless the employee is required by the University to telecommute. A full-time participating employee, with the approval of their Appropriate Administrator, may submit a written request that the University provide off-site workplace furniture with the reasons such furniture is needed. The provision of off-site furniture is not guaranteed and must be approved by the Appropriate Administrator and divisional Vice President.

The University does not have the ability to safeguard off-site locations, and participating employees are responsible for University issued equipment as described in the CSUF Device End-User Protocol and CSUF Property Form. The participating employee is advised to contact their insurance agent for information regarding insurance coverage for University equipment entrusted to them for use at non-University work sites.

12. **Technical Support:** Regular campus help desk support will be provided to participating employees, as it is provided to all employees. Participating employees are required to bring University-owned equipment to campus if necessary. University-owned assets shall not be serviced anywhere other than by CSUF IT. The University will not provide technical support for non-University equipment.
13. **Restricted-Access Materials:** The participating employee shall not copy, place on another computer, or delete restricted-access materials that are at the University on-site work location or accessed through the computer, unless approved in advance in writing by the Appropriate Administrator and the campus Information Security Officer (ISO).
14. **Information Security:** Work performed on behalf of the University from the participating employee's off-site workplace is official University business. All records, documents, and correspondence (either on paper or in electronic form) must be provided to the University upon request by the participating employee's Appropriate Administrator and/or at the end of the Telecommuting Agreement. The participating employee shall

protect University information from unauthorized disclosure or damage and will comply with federal, state, and University rules, policies, and procedures. On request, all applicable rules, policies, and procedures shall be provided to the participating employee by their Appropriate Administrator.

Information classified under the CSU Data Classification Standard as “Level 1 – Confidential” or “Level 2 - Internal Use” must be stored on University designated information systems. Level 1 and/or Level 2 data should not be stored on remote devices. Any exception should be specifically approved in writing, in advance, by the Appropriate Administrator, the campus Information Security Officer, and the Chief Information Officer. The campus reserves the right to review and inspect any software and hardware used by the participating employee to access Level 1 or Level 2 data. The CSU Data Classification Standard is listed as an Appendix to this policy.

If the participating employee’s job activities require access to campus via Virtual Private Network (VPN), the participating employee may be required to use campus-owned computer equipment, in order to protect the integrity of the campus network. Equipment used by the participating employee to connect via VPN must be reviewed by the Information Security Office and approved in writing by the Chief Information Officer.

Release or destruction of records should be done only in accordance with University records retention policy and procedure, and with the approval of the participating employee's Appropriate Administrator.

15. Indemnity Waiver: The University shall have no responsibility for any private property that may be used, lost, or damaged as a result of Telecommuting with the exception of damage caused by University-owned equipment that has been documented as defective and documented as having caused the damage. The University shall have no responsibility to reimburse the participating employee for any wear and/or repair of non-University property, even if such property is used by the employee in connection with this Telecommuting Agreement.
16. Office Supplies: The University will not reimburse participating employees for the expense for 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 not available in the on-site work location.
17. Right to Inspect and Off-Site Maintenance Costs: The University is not responsible for operating costs, home maintenance, property or liability insurance, or other expenses (utilities, cleaning services, etc.) associated with telecommuting, or the Telecommuting Site.

The participating employee is responsible to ensure that safe working conditions exist, including without limitation by ensuring conformity with the Telecommuting Home

Safety Checklist. Consequently, if an alleged work-related injury occurs, the University shall have the right to promptly make on-site inspection of any Telecommuting Site, with advance written notice or at other mutually agreed-upon times.

18. Benefits, Leave Requests Unchanged: The participating employee's salary and benefits shall not change as a result of participating in the University's Telecommuting Program. Participating employees are not eligible to receive a reimbursement for travel mileage to attend work related activities at the CSUF on-site work location.

Requirements and the procedure for requesting sick leave, vacation and other leaves will not change while the Telecommuting Agreement is in effect.

19. No Dependent or Medical Care: Telecommuting is not a substitute for dependent care or medical leave or caring for an ill family member. An employee working pursuant to a Telecommuting Agreement is required to make arrangements to care for dependents or ill family members during the agreed upon workdays/hours.
20. Overtime: A FLSA non-exempt participating employee shall not work overtime without prior written approval from their Appropriate Administrator. If the participating employee works overtime that has been approved in advance, compensation or compensatory time off will be provided in accordance with eligibility guidelines and applicable laws, policies, and collective bargaining agreements. A participating employee's failure to obtain prior approval for overtime work may result in termination of Telecommuting Agreement.
21. Legal and Tax Implications: The employee shall be responsible for considering and addressing any personal income tax issues relating to any Telecommuting Agreement, including without limitation issues relating to the employee's ability to deduct expenses related to telecommuting.