

Telecommuting Policy

Last Updated: 01/26/2024

Board Agenda ID: BD 04-24

Scope: ASI full-time staff, part-time staff, student employees & executive officers

I. Introduction & Overview

Associated Students, Inc (ASI) supports telecommuting when the corporation determines that telecommuting is operationally feasible and in its best interest. ASI considers telecommuting to be a viable, flexible work option when both the eligible employee (as defined within its personnel policies) and the job are suited to such an arrangement. Such instances for telecommuting work arrangements may be considered when there are opportunities for improved operational performance, under a special circumstance, or as part of a disaster recovery or emergency plan.

ASI 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”).

ASI recognizes that telecommuting is only feasible for those job duties that can be performed away from campus. Telecommuting agreements are voluntary and can be implemented only in instances in which a department’s appropriate administrator (ASI Executive Director) 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 ASI’s operations.

Employees who are authorized to telecommute are to submit a “Telecommuting Agreement Form” to the ASI Executive Director and are to work with their manager to ensure that there is no significant disruption of their programs and services to students, faculty, and staff. All telecommuting agreements must be approved by the Executive Director to be considered valid.

ASI recognizes the significant value of in-person on-site engagement, and any telecommuting agreement will not compromise the corporation’s charge to the campus community. Employees are not entitled to telecommuting. Telecommuting arrangements may be revoked by management at any time.

II. Eligibility

- a.** Before entering into any telecommuting agreement, the employee and manager, with the assistance of the designated human resource department, will evaluate the suitability of such an arrangement.
- b.** SMSU Human Resources Manager will review the job description in consultation with the ASI Executive Director to determine eligibility.
- c.** Under this policy, the following classification of ASI employees may be able to telecommute:
 - i.** Non-Student, Full-Time and Part-Time Staff
 - ii.** Student Staff

iii. Executive Officers

- d. Participation is on a voluntary basis other than as part of an emergency plan.
- e. Newly hired/appointed ASI employees are eligible to telecommute after completing 30 days of employment/appointment with ASI (contingent on Section II, Line B of this policy). Newly hired/appointed employees must submit their “Telecommuting Agreement Form” at least one week before the start of their desired telecommute schedule. Employees may submit this form within their 30 day probation period.
- f. Employees are responsible for maintaining a safe working environment should they choose to participate in telecommuting.
- g. Telecommuting agreements under this program are at the sole discretion of the corporation and may be changed or revoked in accordance with this program.

III. Program & Procedures

The ASI Executive Director is responsible for overseeing and implementing the corporation’s telecommuting procedures. Employees who are authorized to telecommute must submit a “Telecommuting Agreement Form”. The Telecommuting Agreement 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.

- a. **Definitions:** 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).
- b. **Implementation:** To ensure an effective, productive telecommuting program, ASI establishes the following guidelines for 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 supervisor and 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, and they must have received a rating of satisfactory or above, or its equivalent, on their most recent performance evaluation (if applicable) in all areas directly relevant to successful telecommuting. Employees with an overall rating below satisfactory, or its equivalent, on their most recent performance evaluation shall not be eligible to participate in the ASI Telecommuting Program.
 - 2. *Performance Standards for Employees Participating in a Telecommuting Program:* Participating employees who are authorized by ASI Executive Director or designee to perform work at the Telecommuting Site must meet the same performance standards and professionalism expected of campus employees at on-site work locations regarding job responsibilities, work productivity, communication, and interaction with members of the campus community.

3. *Request and Approval for Telecommuting:* No employee is entitled to participate in the corporation's Telecommuting Program. Telecommuting is voluntary and approved upon mutual agreement between the employee and the ASI Executive Director. The decision of the ASI Executive Director to deny an employee's request to participate in Telecommuting is not subject to appeal.
4. *Telecommuting Agreement:* A participating employee shall complete and sign the "Telecommuting Agreement Form" at the start of each academic year, and each summer during the 4/10 schedule (Attachment on Page X). Telecommuting Agreements will be valid for the duration of what CSUSB considers the academic year and for what CSUSB considers the summer 4/10 schedule. The ASI Executive Director and ASI Executive Assistant 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 ASI Executive Director or participating employee may terminate the Telecommuting Agreement at any time for any reason upon ten (10) working days' (or less by mutual agreement) written notice to the participating employee or ASI Executive Director. The ASI Executive Director may review Telecommuting Agreements as needed.
6. *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 supervisor and administrator to receive assignments, review work progress, and complete work as the appropriate supervisor and administrator directs. The appropriate supervisor and 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 supervisor and 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 modification of the Telecommuting Agreement.
7. *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 supervisor and administrator. Communication must be maintained in the manner directed by their department's appropriate supervisor and administrator, including by means of readily available technology ordinarily always used in the workplace during the workday and hours identified in the Telecommuting Agreement.
8. *Equipment, Supplies, and Designated Workspace:* The participating employee is responsible for assuring that their Telecommuting Site complies with health and safety requirements. Any equipment, furniture, utility charge or internet access not provided by ASI 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. If an employee's telecommuting site changes, it is their responsibility to inform the ASI Executive Director and submit a revised "Telecommuting Agreement Form."
9. *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 ASI-owned equipment to campus if necessary. ASI-owned assets shall not be serviced anywhere other than by campus IT. The corporation will not provide technical support for non-campus equipment.

10. *Benefits, Leave Requests Unchanged:* The participating employee's salary and benefits shall not change as a result of participating in the Telecommuting Program. Participating employees are not eligible to receive a reimbursement for travel mileage to attend work related activities at the campus 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.
11. *No Dependent or Medical Care:* Telecommuting is not a substitute for dependent care or medical leave or caring for an ill family member. A participating 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.
12. *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. All overtime must be authorized and assigned by the ASI Executive Director.
13. *Legal and Tax Implications:* The participating 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.

IV. Equipment

- a. Except as expressly set out for Emergency Business Needs, telecommuting arrangements do not create any additional obligations upon the corporation to provide equipment or workspace to the telecommuting employee. Those obligations are based upon the on-site status of the employee only.
- b. Equipment supplied by the corporation will be maintained by the corporation. Equipment supplied by the employee, if deemed appropriate by the corporation, will be maintained by the employee.
- c. ASI accepts no responsibility for damage or repairs to employee-owned equipment. ASI reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the organization is to be used for business purposes only.
- d. The participating employee must sign an inventory of all property received and agree to take appropriate action to protect the items from damage or theft.
- e. The employee will establish an appropriate work environment within their home for work purposes. ASI will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space.
- f. Employee must complete and sign the "Telecommuter Home Safety Checklist" to telecommute.

V. Safety

- a.** Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. ASI will provide each telecommuter with a safety checklist that must be completed. Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties are normally covered by the company's workers' compensation policy. Telecommuting employees are responsible for notifying the employer of such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to his or her home worksite.

VI. Telecommuting Schedule and Special Arrangements:

- a.** Academic Year: During the academic year, ASI full-time staff, part-time (non-student) staff, and Executive Officers are eligible to participate in the Telecommuting Program.
 - i.** Full Time Employees: Participating full-time employees may telecommute up to two (2) days a week (8 hours each day), Monday through Friday, based on a 40 hour work week
 - ii.** Executive Officers & Part-time (non-student) Staff: Participating Executive Officers and Part Time staff will base their telecommuting schedule on a 20 hour work week. Therefore, Executive Officers may telecommute up to two days (maximum of 4 hours each day), Monday through Friday, based on a 20 hour work week.
 - iii.** Participating employees will indicate in the "Telecommuting Agreement Form" which day(s) of the week they plan to telecommute.
- b.** Summer: During the summer 4/10 schedule, ASI full-time staff and part-time (non-student) are eligible to participate in the telecommuting program. Participating employees may telecommute up to one (1) day a week (10 hours each day), Monday through Thursday. Participating employees will indicate in the "Telecommuting Agreement Form" which day of the week they plan to telecommute. If ASI chooses to not adopt a 4/10 schedule during the summer and remains on a traditional schedule, the participating employee may continue their "academic year" telecommuting schedule for the summer.
- c.** Student Employees: Telecommuting for student employees will be up to the determination of their immediate supervisor. Student employees may be eligible for temporary telecommuting arrangements. Temporary telecommuting arrangements may be approved for circumstances such as inclement weather, special projects/meetings, and business travel at the discretion of the ASI Executive Director or their designee. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.
- a.** It is the participating employee's responsibility to communicate with their supervisor or the ASI Executive Director of any changes to their telecommuting schedule.
- b.** Telecommuting Agreement Form: Each participating employee will have to complete and sign a Telecommuting Agreement Form at the start of every academic year, and at the start of every summer 4/10 schedule.
- c.** Informal telecommuting arrangements may made for all employees on a case-by-case basis, focusing first on the business needs of the organization. These requests must be approved by the Executive Director or their designee.

TELECOMMUTING AGREEMENT FORM

Both the Associated Students, Inc. of California State University, San Bernardino (“Corporation”) and the Employee (“Telecommuter”) acknowledge and agree that home-based telecommuting or working from a university provided property is voluntary for both parties, must be approved in advance, and may be discontinued by either party at will and without cause, unless Corporation requires the employee to telecommute in the case of emergency business need.

Telecommuters who are authorized to perform work at off-site work locations must meet the same work standards and professionalism as is expected of Corporation employees at onsite work locations in terms of job responsibilities, work performance, work product, work deadlines, and customer and public contact. The Telecommuter also agrees to abide by all applicable policies and procedures of the Corporation and University or within the employee’s department.

This Telecommuting Agreement (Agreement) should be used when management has determined that an employee is eligible for the Corporation Telecommuting policy.

This Agreement is between ASI (Corporation) and _____ (“you” or “Telecommuter”) and must be signed and approved by the Executive Director.

Once telecommuting has ended either by Corporation or you, if additional telecommuting is deemed appropriate by management, a new Telecommuting Agreement must be prepared and signed. Note that having successfully engaged in temporary telecommuting pursuant to this Agreement does not require management to agree to any additional telecommuting.

1. The Corporation and you agree that you will telecommute on the following schedule: the following day(s) of the week _____, from _____.
You understand that this agreement to permit you to telecommute is a temporary measure only. Accordingly, Corporation may alter this schedule or end the temporary telecommuting agreement at any time at its sole discretion.
2. You agree to maintain a presence with your department while telecommuting. Presence may be maintained in the manner and using the technology directed by the Department that remains readily available, such as by laptop computer, mobile phone, email, messaging application, videoconferencing, instant messaging and/or text messaging at all times during the times the Department expects or requires you to work. You are expected to maintain the same response times as if you were at Regular Corporation Work Location. You will make yourself available to attend scheduled work meetings, events, or other engagements in-person as requested or required by the Department.
3. This telecommuting arrangement will begin on _____ and will end no later than _____ unless it is altered or terminated at any time as described in paragraphs listed above. While telecommuting, you will work just as if you were in your Regular Work Location and maintain productivity, performance, communication, and responsiveness standards as if you were not telecommuting. This Agreement does not change the basic terms and conditions of your employment with Corporation. You will perform all your duties as set forth in your job description, as well as those additional and/or different duties that the Department may assign from time to time. Further, you remain obligated to comply with all Corporation policies and procedures.
4. If you are a non-exempt employee, you are not to work overtime without prior approval from your appropriate manager, and you are required to take your rest and meal breaks. You are required to notify your manager within one business day if you believe you were unable to take a rest or meal break on a day on which you telecommuted.

5. All injuries incurred by you during hours you are working and all illnesses that are job-related must be reported promptly to the Corporation's Human Resources. Additional information concerning the Corporation's worker's compensation process can be obtained from the Human Resource Manager.
6. Telecommuter agrees to abide by the licensing regulations and restrictions for all software under license to Corporation and California State University, San Bernardino. Telecommuter agrees to protect Corporation information from unauthorized disclosure or damage and will comply with federal, state, and Corporation rules, policies, and procedures regarding disclosure of public and official records. The corporation will not be liable for damage to Telecommuter's property that may result from participating in the telecommuting program. Telecommuter hereby waives all rights to pursue legal action for such damage.
7. All benefits and the process to make leave requests must be followed and must be approved in advance by your direct supervisor. The Associate Director is responsible for maintenance and repairs for Corporation owned equipment.
8. The Telecommuter agrees to surrender all Corporation equipment and/ documents immediately upon request.
9. The Telecommuter agrees to notify supervisor if there are any changes to the Telecommuting Site Address.
10. By signing this form, you certify that you understand the Corporation's Telecommuting Policy and that you agree to abide by the terms as set forth in the policy and agreement.
11. Any employee who violates this agreement may be subject to discipline, up to and including dismissal. We agree to abide by the terms and conditions of this agreement. A copy of the agreement shall be placed in the employee's official personnel file.

Telecommuter Information

Employee Name: _____ Employee ID: _____

Title: _____ Department: _____

Telecommuting Site Address: _____

Work Email: _____ Phone Number: _____

Telecommuter Work Schedule

Mark the day that you are scheduled to work at the Telecommuting Site (TS) and the day you are scheduled to work on campus (OC). If your telecommuting work hours are different from your normal work hours, list them below.

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Location							
Start							
End							

Agreement

By signing this Agreement, the employee acknowledges that they have received, read, and understood the ASI Telecommuting Program outline. Furthermore, the employee agrees to abide by the Telecommuting Policy and this agreement.

Employee Signature

Date

Approved By

Signature

Date

A copy of the employee's position description must be attached to this agreement.

cc: Personnel File

TELECOMMUTER'S HOME SAFETY CHECKLIST

The Telecommuter is responsible for ensuring a clean, safe, and ergonomically sound home/offsite office as a condition for telecommuting. An initial on-site workplace hazards assessment of the home/off-site office may be deemed necessary. All the conditions below should be met and checked off and are the sole responsibility of the Telecommuter. The Telecommuter should review this checklist with their manager and Human Resources, and must sign it prior to the start of telecommuting:

Alternate Work Location Physical and Ergonomic Conditions

- The Telecommuter agrees to maintain a clearly defined workspace that is clean, free from distractions and obstructions, and is in ergonomically sound condition arranged to work most efficiently and safely.
- The work area is adequately illuminated with lighting directed toward the site or behind the line of vision, not in front or above it. Supplies and equipment (both University and employee-owned) are in good condition.
- The area is well ventilated.
- Storage is organized to minimize risks of fire and spontaneous combustion.
- All extension cords have grounding conductors and do not connect to another extension cord.
- Exposed or frayed wiring and cords are repaired or replaced immediately upon detection.
- Electrical enclosures (switches, outlets, receptacles, and junction boxes) have tight fitting covers or plates.
- Surge protectors are used for computer equipment.
- Desk, chair, computer, and all other equipment used for telecommuting are of appropriate design and arranged to eliminate strain on all parts of the body.
- Heavy items are securely placed on sturdy stands close to walls.

By checking each box above and signing below, I certify that all safety conditions are met:

Print Name

Signature

Date

