

TELECOMMUTING PROGRAM

I. Introduction

- A. University Enterprises Corporation at CSUSB (“UEC”) supports telecommuting when UEC 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, business necessity, or as part of a disaster recovery or emergency plan. UEC 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”). This Telecommuting Program is designed for a UEC department/Project or Program’s immediate use.
- B. UEC recognizes that telecommuting is only feasible for those job duties that can be performed away from the typical worksite. In that regard, most telecommuting agreements 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 a negative impact on operations or work performance. Appropriate Administrators and Departments should carefully review this policy, as well as the advantages and disadvantages of the telecommuting work assignment before offering a telecommuting agreement.
- C. Employees who are authorized to telecommute must read and sign a telecommuting agreement. 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. Participating employees shall only telecommute from within the State of California.
- D. Participation in the UEC Telecommuting Program does not alter the nature of an employee’s at-will employment status or the rights or benefits provided under an employee’s at-will status.
- E. UEC recognizes the significant value of in-person on-site engagement. Accordingly, telecommuting may be full time, part time, or temporary as determined by the Appropriate Administrator. Even full-time telecommuting assignments likely will include some on-site obligations. The UEC will endeavor to provide participating employees with approximately 48 hours’ notice of a need to return to campus. Notice may be shortened in case of a business necessity.
- F. Telecommuting agreements under this program are at the sole discretion of UEC and may be changed or revoked in accordance with this program.
- G. Except as expressly set out below for Emergency Business Needs, this telecommuting program does not create any additional obligations upon UEC or any of its departments, projects or

programs to provide equipment or workspace to the telecommuting employee, other than what would be provided for similar on-site employment at UEC.

II. Program

The UEC Executive Director or their designee, is responsible for overseeing and implementing UEC's Telecommuting Program. Questions should be directed to UEC Human Resources at 909-537-7589

A. Applicability

UEC employees are eligible to participate in the Telecommuting Program. Participation is on a voluntary basis unless it is part of an emergency plan or is required at sole discretion of UEC management based on business needs.

B. Definitions

1. **Appropriate Administrator:** UEC Executive Director or designee or applicable Principal Investigator/Project Director.
2. **Telecommuting:** the performance of 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 that may be full-time, part-time, or for a temporary length of time.
3. **Telecommuting Site:** an off-site work location where telecommuting can be performed, normally in the employee's residence or in another UEC-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, UEC 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 Administrator, must be of a nature in which face-to-face interaction with members of the campus community can be minimal or may be scheduled to permit telecommuting. The participating employee must also be able to access easily and without interference 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 by their supervisor or manager, and they must have received a rating of "meets expectations" 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 "meets expectations", or its equivalent, on their most recent performance evaluation shall not be eligible to participate in UEC'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 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 and UEC community.
3. Request and Approval for Telecommuting: No employee is entitled to participate in the UEC Telecommuting Program. Telecommuting is approved upon mutual agreement between the employee and Appropriate Administrator when UEC determines at its sole discretion 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 final.
4. Telecommuting Agreement: A participating employee shall sign the UEC Telecommuting Agreement. (Attachment A) Telecommuting agreements can be for any duration as determined by the Appropriate Administrator. If applicable, within 45 days prior to the expiration of the Telecommuting Agreement, the employee may request a renewal. For all telecommuting assignments, the Appropriate Administrator will attach a position description and denote which duties shall be performed at the participating employee's on-site work location and which shall be performed at the Telecommuting Site. The Appropriate Administrator will submit the Telecommuting Agreement and attachments to UEC Human Resources for review **prior to authorization and implementation** of the Telecommuting Agreement.
5. A copy of the Telecommuting Agreement will be placed in the participating employee's personnel file.
6. Termination of Telecommuting: The Appropriate Administrator or participating employee may terminate the Telecommuting Agreement at any time for any reason by providing five (5) calendar days' (or less by mutual agreement) written notice to the participating employee or Appropriate Administrator. The Appropriate Administrator may review Telecommuting Agreements as needed. The termination of a Telecommuting Agreement does not mean that the employee will automatically return to his or her on-site job assignment.
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 or with a designated supervisor or manager to receive assignments, review work progress, and complete work as the Appropriate Administrator or designee directs. The Appropriate Administrator shall formulate objectives, expectations, and procedures for evaluating work productivity while the employee is telecommuting.
 - a. 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 modification of the Telecommuting Agreement.

8. Compliance with UEC Policies: All participating employees shall agree to comply with all applicable policies and procedures of UEC 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. 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 at all times during the scheduled workday and hours identified in the Telecommuting Agreement.
10. Telecommuting Schedule: 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 an on-site or campus-related activity. Non-exempt employees must accurately record all hours worked and must follow the required schedule for the taking of rest and meal breaks. Non-exempt employees may only work overtime when it is authorized by a supervisor or manager in advance. Non-exempt and exempt employees must report all absences, sick days, and vacation days taken.
11. 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 UEC 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 UEC business if authorized in writing by the Appropriate Administrator.
 - a. 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:
 - provide the necessary equipment or supplies; or
 - authorize the participating employee's expenditure and subsequent reimbursement for the necessary equipment or supplies; or
 - provide an alternate work location that has the necessary supplies and equipment.
 - b. Necessary equipment or supplies may include internet and wireless expenses. If a participating employee's expenditure is authorized, appropriate documentation may be required. The purchase of equipment or supplies shall be reimbursed by UEC or

it's departments, projects or programs and shall be the property of the UEC department, program or project, and shall be used only for business purposes.

- c. The UEC department, program or project 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 UEC, the CSU and campus.
 - d. Any maintenance of UEC or campus-supplied equipment for Telecommuting, including but not limited to hardware upgrades and software installation, must be performed by a UEC or campus- authorized person at a UEC or campus work location. If directed by their Appropriate Administrator, a participating employee must bring UEC or campus equipment to the designated UEC or campus location. UEC or the campus will repair or replace any damaged or lost UEC or campus equipment, at its sole discretion.
 - e. UEC does not have the ability to safeguard off-site locations, and participating employees are responsible for UEC or campus issued equipment.
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 UEC or campus-owned equipment to campus if necessary. Campus-owned assets shall not be serviced anywhere other than by campus IT. The campus will not provide technical support for non-campus equipment.
13. Restricted-Access Materials: The participating employee shall not copy, place on another computer, or delete restricted-access or other confidential materials that are at the UEC or campus 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 UEC from the participating employee's off-site workplace is official UEC business. All records, documents, and correspondence (either on paper or in electronic form) must be provided to the campus upon request by the participating employee's Appropriate Administrator and/or at the end of the Telecommuting Agreement. The participating employee shall protect UEC and campus information from unauthorized disclosure or damage and will comply with federal, state, and CSU, campus, UEC and department rules, policies and procedures. On request, all applicable rules, policies and procedures shall be provided to the participating employee by their Appropriate Administrator.
- a. 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/UEC reserves the right to review and inspect any software and hardware used by the participating employee to access Level 1 or Level 2 data.

- b. 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.
 - c. Release or destruction of records should be done only in accordance with UEC records retention policy and procedure, and with the approval of the participating employee's Appropriate Administrator.
15. Indemnity Waiver: UEC and 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 UEC or campus-owned equipment that has been documented as defective and documented as having caused the damage.
16. Right to Inspect and Off-Site Maintenance Costs: UEC 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, UEC 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.
17. Benefits, Leave Requests Unchanged: The participating employee's salary and benefits shall not change as a result of participating in the UEC Telecommuting Program but may change based on a change of hours, work duties, or position. Participating employees are not eligible to receive a reimbursement for travel mileage to attend work related activities at the typical 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 but may change based on a change of hours, work duties, or position in accordance with UEC's policies.
18. 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.
19. If you are a non-exempt (hourly) employee, you are not to work overtime (more than 8 hours in a day or more than 40 hours in a workweek – Monday 12:00am to Sunday 11:59pm) without prior written, or emailed, approval from your supervisor or manager. This includes, but is not limited to, monitoring and responding to work emails or calls during non-work time (after hours, on weekends, while on vacation or on leave). You are also required to take all of your rest and meal breaks while working remotely in full compliance with all applicable laws and policies. If the participating employee works overtime that has been approved in advance, compensation will be provided in accordance with eligibility guidelines and applicable laws and policies.

20. 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.



TELECOMMUTING AGREEMENT

Telecommuter Information:

Employee Name: _____

Classification: _____ Department: _____

Job Title: _____ Exempt or Non-Exempt

Telecommuting Site address: _____

Work Email: _____ Phone #: _____

Telecommuting Start date: _____ End date (if applicable): _____

Telecommuter Work Schedule

Mark the days that you are scheduled to work at the Telecommuting Site (TS) and the days you are scheduled to work on-site (OS). Non-exempt employees must list your work hours below.

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Location							
Start time							
End time							

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

Employee Signature

Date

Approved by / Denied by: _____
Appropriate Administrator Name

Date

Appropriate Administrator Signature

Human Resources Name

Signature

Date



TELECOMMUTER'S HOME SAFETY CHECKLIST

The Telecommuter is responsible for ensuring a clean, safe, and ergonomically sound home/off-site 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 Appropriate Administrator, 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 UEC and employee-owned) are in good condition.
- The area is well ventilated.
- 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 tightfitting 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.

Emergency Preparedness

- Emergency phone numbers (911, fire, police) are posted near the workstation.
- A first aid kit is easily accessible and replenished as needed.
- There is a working smoke detector in the workspace area.

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

Employee Name: _____

Employee Signature: _____

Date: _____