

CALIFORNIA STATE UNIVERSITY, OFFICE OF THE CHANCELLOR

Telecommuting Policy

For CSUEU Represented Employees

Issue Date: 12/1/08

I. PURPOSE

The purpose of this policy is to establish the telecommuting program for CSUEU represented employees of the CSU Office of the Chancellor (the Chancellor's Office) and the guidelines and rules under which it will operate, in accordance with Article 18.25 of the Collective Bargaining Agreement (CBA) between the Board of Trustees of the California State University and the California State University Employees Union (CSUEU), dated January 16, 2007, through June 30, 2009.

This policy shall be the official telecommuting policy in effect for CSUEU represented Chancellor's Office employees and supersedes any pre-existing informal telecommuting policies. In addition, the Telecommuter's Agreement supersedes any informal telecommuting agreements. The Telecommuter's Agreement must be signed by both parties prior to the start of telecommuting.

For purposes of this policy, the definition of telecommuting is the performance (away from the Chancellor's Office or other primary work location) of the assigned duties and responsibilities of an employee's position in a space specifically set aside as an office, typically in an employee's residence (home office). It is the responsibility of the employee to ensure that a proper work environment is maintained (e.g., dependent care arrangements are made so as not to interfere with the work; personal disruptions, such as personal telephone calls and visitors are kept to a minimum, etc.). Failure to maintain a secure and proper work environment, including failure to comply with privacy requirements set forth in federal, state, and local laws, provides cause for an employee's immediate termination from this program. Additionally, for purposes of this policy, appropriate administrator refers to the immediate non-bargaining unit supervisor.

II. ELIGIBILITY

Only employees whose job duties can be performed away from the Chancellor's Office (or other primary work location) may be considered for participation in a telecommuting arrangement. In addition, other criteria shall be considered in determining whether to grant a specific request for a telecommuting arrangement. These other criteria may include consideration of an employee's years of service as a CO employee, whether the employee's past work performance has shown reliable and responsible discharge of work duties over time; whether the employee can reliably provide alternative work space and whether the employee can demonstrate full understanding of information security requirements. Appropriate administrators may use other reasonable criteria in addition to these examples.

The written Telecommuter's Agreement shall contain the work schedule, Work Performance Expectations, and duration of the agreement (not to exceed one year). Telecommuting during a probationary period shall not be granted because of the need to clarify job responsibilities with the employee and to assess the employee's suitability for

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continued employment and because of the employee's need to establish relationships with co-workers and clients.

Employee participation in telecommuting is voluntary and at the discretion of the appropriate administrator. The Chancellor's Office has the right to refuse to make telecommuting available to any employee. The Chancellor's Office has no obligation to agree to a Telecommuter Agreement for one employee merely because another employee, who performs similar duties, has been approved for telecommuting. Proposed selection and work schedules must be approved by the appropriate Vice Chancellor.

A request for a Telecommuting Agreement may be initiated by either the employee or the appropriate administrator.

III. WORK SCHEDULE

All telecommuting work schedules are at management's discretion, and require prior Vice Chancellor approval. The work schedule shall be consistent with the operational needs of the employee's work group and department. As with any work schedule, management has the discretion to change or eliminate telecommuting assignments or telecommuting work schedules to meet operational needs, or to accommodate an employee's reasonable needs.

Telecommuters may be required to spend a minimum number of work days per week or per month in the Chancellor's office (or other primary work location), except under unusual conditions approved in advance by the appropriate administrator and the Vice Chancellor.

Operational needs may demand the presence of a regularly telecommuting employee in the office on a regularly scheduled telecommute day. Therefore, management may require an employee whose normal schedule calls for telecommuting from a home office to report for duty at the Chancellor's Office (or other primary work location) on that day. Management shall endeavor to provide as much advance notice as possible to the telecommuting employee.

Telecommuters shall maintain regular contact with managers and co-workers by phone and e-mail while they are telecommuting.

IV. PAY, ATTENDANCE AND LEAVE

All pay and leave benefits will be based on the employee's official position as if working at the Chancellor's Office. The employee's time and attendance will be recorded as if performing official duties at the Chancellor's Office.

Employees must obtain management approval before taking leave in accordance with established department procedures. The employee agrees to follow established procedures for requesting and obtaining approval of leave. If an employee is sick and unable to work in his or her telecommuting location, he or she is required to report those absences in the same way that such absences are reported in a normal office setting.

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For non-exempt employees, overtime shall be authorized in advance by management in accordance with the provisions of the employee's collective bargaining agreement and department procedures. An employee working overtime approved in advance will be compensated in accordance with applicable laws and rules. Failure to obtain proper approval for overtime work may result in the telecommuting agreement being cancelled.

V. EMPLOYEE REQUIREMENTS

As with all Chancellor's Office employees, telecommuters are expected to adhere to all Chancellor's Office and CSU policies and procedures, including those pertaining to information security, privacy and confidentiality in the use and handling of Chancellor's Office infrastructure, property, electronic documents, data and information, and any other information handled in the course of work. Telecommuters shall comply with computer software licensing agreements, applicable laws, including copyright and patent laws. Work products, documents and other records used and/or developed while working under a telecommuting agreement will remain the property of, and be available to, the Chancellor's Office.

VI. EQUIPMENT NEEDS AND COST FACTORS

The Chancellor's Office will provide the appropriate computer equipment (e.g. laptop or desktop computer and/or monitor, printer, etc.) to ensure the employee will be able to communicate and access information needed to perform his/her responsibilities. Personal computer equipment shall not be used for work purposes while employees are telecommuting. The Chancellor's Office will not be responsible for employees' personal computer equipment. A telephone is also an essential requirement so that the employee may stay in contact with the Chancellor's Office. The Chancellor's Office will therefore provide a cell phone, a personal digital assistant such as a "Blackberry" or other telecommunication device to the employees who are approved for a telecommuting agreement.

Chancellor's Office-provided software and equipment is to be used only by the telecommuting employee. The software and equipment must be protected against damage and may be used for Chancellor's Office work only. Chancellor's Office-owned equipment will be serviced and maintained by the Chancellor's Office. Employees must have all Chancellors' Office property documented in accordance with the Chancellor's Office Property Policies and Procedures and/or departmental equipment check-out procedures.

VII. MAINTENANCE, REPAIR, AND REPLACEMENT

Maintenance and repair of Chancellor's Office owned equipment issued to telecommuters, as described on the Equipment Checklist for Telecommuters form, will be the responsibility of the Chancellor's Office. In the event of equipment malfunction, the telecommuter must notify his/her manager immediately. If repairs will take some time, the employee may be asked to report to the Chancellor's Office (or other designated work location) until the equipment is usable. The cost of repairs to or replacement of CSU

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equipment resulting from an employee's gross negligence, dishonest or willful acts, recklessness or intentional vandalism shall be the responsibility of the employee.

VIII. HEALTH AND SAFETY

Telecommuting employees are responsible for designating one area in their home as the work site. The appropriate administrator is responsible for reviewing the "Telecommuter's Home Safety Guidelines" with the employee. A "Telecommuter's Home Safety Guidelines" must be completed and signed by the employee before telecommuting privileges are granted. The Chancellor's Office may deny an employee the opportunity to telecommute or may rescind a telecommuting agreement based on safety. If an employee incurs an injury or illness in the course or scope of employment while telecommuting, Workers' Compensation law and rules apply. Employees must immediately notify the appropriate administrator and complete all necessary and/or Chancellor's Office requested documents regarding the injury.

Actions that the telecommuter may take during break periods from working and actions not directly related to working in the home approved work site will not be covered under Workers' Compensation. These non-covered actions include, but are not limited to, all actions that the employee would not be able to perform in his/her regular cubicle or office, or which are directly related to the operation of the home. Examples of such non-covered actions include caring for children, domestic tasks, yard work, checking U.S. Postal Service deliveries, retrieving the newspaper, etc.

IX. EMPLOYEE RIGHTS

None of the rights, benefits or obligations provided under the employee's collective bargaining agreement between the CSU and the CSUEU are altered by the implementation of this telecommuting program.

X. PERFORMANCE STANDARDS & EVALUATION

An employee participating in telecommuting is accountable under the same performance standards as employees not telecommuting. As in "regular" office assignments, managers and employees should discuss and understand what is expected to be produced during telecommuting and when assignments are due. Supervisors and employees should also arrange when and how to make contact with each other on telecommuting day(s). Employee performance must remain satisfactory or above to remain in the Telecommuting Program.

XI. TERMINATION OF PARTICIPATION

The Telecommuter's Agreement may be terminated by either the employee or the manager for any reason. Reasons may include, but are not limited to: failure to satisfy work performance expectations in the Telecommuter's Agreement; violation of the Telecommuter's Home Safety Guidelines; or when management deems it in the best interest of the Chancellor's Office.

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Management may terminate the Telecommuter's Agreement at any time, unless the termination of the agreement would result in a work schedule change for the employee, in which case advance written notice will be provided to the employee, within the timeline in the CSUEU collective bargaining agreement, if any.

The employee may terminate participation in the program by providing written notice to the appropriate administrator. The Chancellor's Office will make arrangements for the employee to begin working at the main office as quickly as possible, but no later than 30 days after notification by the employee.

XII. TELECOMMUTER'S AGREEMENT

The Telecommuter's Agreement must be signed by both parties prior to the start of telecommuting. In addition and at the same time, the Work Performance Expectations form, Equipment Checklist for Telecommuters and Telecommuter's Home Safety Guidelines must also be reviewed and signed by both parties. The Telecommuter's Agreement, its attachments and any revisions are not contracts or promises of employment. Nothing in the Telecommuter's Agreement guarantees employment for any specific term. The employee has no automatic right to telecommute or to continued participation in the program upon expiration or termination of the Telecommuter's Agreement.

XIII. TAX/EXPENSE IMPLICATIONS

Any and all tax implications of utilizing a home office deduction are the responsibility of the employee. The Chancellor's Office will not be responsible for operating costs, home maintenance, or any other incidental costs including cost of utilities, associated with the use of the employee's residence. The employee will be reimbursed for authorized expenses incurred while conducting official duties at the telecommuting location as long as appropriate receipts, bills or other verification of expense is provided, and advance authorization has been obtained for the expenditure.

XIV. CHANGES TO THIS POLICY

The Chancellor's Office reserves the right to terminate this policy or change any terms of this policy at anytime. The Chancellor's Office also reserves the right to change the terms of the standard Telecommuter's Agreement at anytime or any Telecommuter's Agreements entered into with particular individuals.