



Telecommuting/Remote Work Policy for CSUSM Corporation Employees

PURPOSE:

The purpose of this policy is to provide guidance related to Telecommuting/Remote work opportunities, eligibility, and responsibilities for CSUSM Corporation employees.

SCOPE:

BACKGROUND:

The CSUSM Corporation (“Corporation”) supports the use of a telework option and alternate work schedules in positions where appropriate. The opportunity to participate in a telework program is offered only with the understanding that it is the responsibility of the employee to ensure a safe and proper work environment is maintained (e.g., an ergonomically appropriate and safe workspace is required; dependent care arrangements do not interfere with the work, personal disruptions such as non-business telephone calls and visitors are kept to a minimum, etc.).

Teleworking opportunities are based upon program requirements as determined by the appropriate Director or Manager. Specific conditions and agreed-upon work arrangements are to be outlined in a Telecommuting/Remote Work Agreement, which is prepared jointly by an employee and their supervisor and subject to the Corporation Executive Director and Corporation Director of Human Resources approval.

DEFINITIONS:

- **CSUSM Corporation Worksite:** Physical CSUSM campus or a CSUSM/Corporation-maintained location other than the main campus.
- **Normal Work Location:** Primary worksite location at which the employee is expected to perform their work.
- **Routine Part-time Telecommuting (hereafter referred to as “part-time telecommuting” in this document):** An established arrangement that allows an eligible employee (whose normal work location is at a CSUSM/Corporation worksite) to work on a regular, part-time basis at an alternative location other than a CSUSM/Corporation worksite. The arrangement can be a set schedule or variable/upon request. Routine part-time telecommuters may have an assigned shared work location (e.g., office, cubicle, or hoteling space) at a CSUSM/Corporation worksite if they telecommute. Routine telecommuters live locally and are expected to be available to come to a CSUSM/Corporation worksite for meetings or other work as requested by their supervisor.

- **Routine Full-time Telecommuting (hereafter referred to as “full-time telecommuting” in this document):** An established arrangement that allows an eligible employee (whose normal work location is within a reasonable commuting distance of a CSUSM/Corporation worksite) to work on a regular, full-time basis at an alternative location other than a CSUSM/Corporation worksite. Routine full-time telecommuters do not have an assigned work location (e.g., office or cubicle) at a CSUSM/Corporation worksite but may use hoteling space if available. Routine full-time telecommuters live locally and are expected to be available to come to a CSUSM/Corporation worksite for meetings or other work as requested by their supervisor.
 - **Remote Work:** Working off-site pursuant to an established arrangement that allows an eligible employee to work entirely at an alternative work location other than a CSUSM/Corporation worksite. Remote work can occur in the San Diego region, or anywhere in the State of California. Participating employees shall only telecommute from within the State of California unless special circumstances arise, which can only be authorized by the Corporation Executive Director.
- The Corporation recognizes the significant value of in-person on-site engagement. Even full-time telecommuting assignments likely will include some on-site obligations. Remote workers are not expected to be available to come to a CSUSM/Corporation worksite on short notice and will not have an assigned CSUSM/Corporation worksite (e.g., individual office or cubicle) but may use hoteling space as available.
- **Situational Telecommuting:** Working off-site that is NOT part of a previously established alternative work arrangement.
 - **Exempt Employees:** Employees who, based on duties performed and the manner of compensation, are exempt from the Fair Labor Standards Act (FLSA) minimum wage and overtime provisions. Exempt employees are paid an established semi-monthly salary and are expected to fulfill the duties of their position(s) regardless of hours worked. Exempt employees are not eligible to receive overtime and are not required to adhere to strict time, record keeping, and attendance rules for pay purposes.
 - **Non-exempt Employees:** Employees who, based on duties performed and the manner of compensation, are subject to FLSA provisions. Non-exempt employees are required to account for time worked on an hourly and fractional hourly basis and are to be compensated for qualified overtime hours.
 - **Hoteling Space:** Designated, shared workspaces available and reserved by telecommuting or remote employees to perform occasional work on campus.

POLICY:

Eligibility

A part-time or full-time telecommuting/remote work arrangement may be approved for an exempt or non-exempt employee when it fulfills operational and business needs of the Corporation. The opportunity for telecommuting/remote work is at management's discretion and must take into consideration numerous factors, including the job/position, nature of the work performed, operational needs, impact on the department, individuals for whom services are performed, and employee performance.

Work Schedule

Teleworkers shall maintain regular contact with their manager, supervisor and co-workers. The work schedule shall be consistent with the operational needs of the employee's work. As with any work schedule, teleworking assignments or changes in work schedules may be made at management's discretion to meet management needs or to accommodate an employee's request. Non-exempt employees must not work overtime without prior approval from their supervisor in accordance with Corporation policies and procedures. For exempt employees, hours of availability must be approved by their director or manager.

Employees that agree to teleworking will maintain a virtual presence with their respective department and remain accessible during their work schedule and agree to be available to virtually attend scheduled work meetings as requested or required by the department.

Employees will be required to work at their Corporation worksite at least one day per week or more depending upon business needs. Employees may also be required to periodically attend work meetings on campus or at their work site. Appropriate notice of onsite meetings will be provided.

Confidential and Sensitive Information

Employees will also agree to protect Corporation-owned equipment, records, materials and information from unauthorized disclosure and ensure confidential data is not compromised. It is the responsibility of the employee to prevent unauthorized access to any confidential documents and information as well as unauthorized access to any Corporation system from an off-campus location. Employees also must comply with federal, state, Corporation and University rules, policies and procedures regarding the inappropriate disclosure of confidential public and official records.

All Corporation employees, including teleworkers, are expected to adhere to Corporation and applicable University policies and practices. This includes the policies on responsible use of information technology resources and confidentiality and security of Corporation and University information handled in the course of employment (for more details, refer to CSUSM's [Information Security Policies & Standards](#)).

Health and Safety

Employees who are allowed to telework are required to complete and submit a Telecommuting Safety Checklist with their Telecommuting/Remote Work Agreement to their supervisor. If an employee incurs an injury while teleworking, workers' compensation rules apply.

"Teleworking" is defined as the actions directly related to working from an off-site location and does not include actions that the teleworker may take during break periods from working. These non-covered actions would include all actions that the employee would not be able to perform in his/her campus 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 mail, retrieving the newspaper, etc.). In the event of a workers' compensation injury or illness, employees must notify their supervisor and manager immediately and complete all necessary and/or management requested documents regarding the injury. As part of the reported accident/illness investigation, the Corporation shall have the right to promptly make an on-site inspection of any Telecommuting Site, with advance written notice or at other mutually agreed-upon times.

Employees will be responsible for maintaining an ergonomically appropriate, secure and safe teleworking work site. The Corporation is available to assist in accommodating any disabilities, subject to an appropriate medical certification and request.

Performance Standards and Evaluation

Performance standards and employee accountability for quantity and quality of work will not change due to the participation in the teleworking program. As in "regular" office assignments, supervisors and employees must discuss and understand what is expected to be produced during telework and when it is due. The evaluation of the employee's job performance will be based on established work performance standards.

Conditions of Employment

All duties, responsibilities and conditions of employment remain the same for those who telework. Employee salary, retirement plan, insurance, and other benefits remain unchanged. The use of sick leave, vacation, or other paid leave must be pre-approved by the employee's appropriate manager/supervisor.

Ongoing Review & Termination of Participation

Telecommuting/Remote Work Agreements are subject to review on a periodic or as needed basis. The supervisor, in consultation with Corporation Human Resources, may modify or terminate the telecommuting agreement early (before the end of the specified term) for performance concerns, changes in job duties, changes in operational or business needs, or any other business-related reason.

Participation in telework is a bilateral voluntary agreement and the Corporation may terminate an individual employee's participation in the program without cause, at any time. An employee may request a change or choose to terminate the Telecommuting/Remote Work Agreement. Changes to their schedule, will be subject to review and approval by their manager/supervisor. Nothing in the Telecommuting/Remote Work Agreement alters the at-will nature of an employee's employment.

Reimbursable Expenses

Mileage to and from the CSUSM/Corporation worksite and Employee Regular (Home) Worksite is not reimbursable. If the travel would not be reimbursable if it was made from onsite, then it would not be reimbursable if made offsite. Only pre-approved, business-related equipment that can be returned to the CSUSM Corporation Worksite at the end of the telecommuting/remote work arrangement will be reimbursed. Purchases must be made within CSUSM Corporation, CSUSM and CSU Procurement policies. If any item needs to be installed, charges related to the installation are the responsibility of the employee. The Corporation will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities, rent, furniture, etc.), 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 work location, including internet service fees (if not using a Corporation owned device (i.e., hotspot) for internet services in the telecommuting location), paper and other business supplies. Advance approval for expenses is required from the employee's supervisor.

Indemnity Waiver

The Corporation or 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 Corporation-owned equipment that has been documented as defective and documented as having caused the damage.

Tax Implications

The tax implications of utilizing a home office deduction are the responsibility of the employee. The employee will be solely responsible for any and all tax and/or insurance consequence/deductions, if any, of this arrangement and for conformance to any local laws/regulations (including but not limited to local zoning laws/regulations). The Corporation will not provide any guidance to the employee regarding potential tax or insurance implications arising from the Telecommuting/Remote Work Agreement nor any guidance regarding any local laws/regulations that may apply. Should the employee have any tax, insurance, or legal questions to routine telecommuting or remote work, the employee is encouraged to consult with their own legal and/or tax professional.