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Routine Telecommuting/Remote Work

Definition	<i>The following policy provides a general framework for alternative worksite arrangements.</i>
Scope	<i>UAPD (Unit 1), Teamsters (Unit 6), SUPA (Unit 8), UAW (Unit 11), as well as non-represented employees including Student Assistants, Confidential employees, and MPPs.</i>

Summary

The following policy provides a general framework for alternative worksite arrangements for employees in UAPD (Unit 1), Teamsters (Unit 6), SUPA (Unit 8), UAW (Unit 11), as well as Student Assistants, Confidential employees, and MPPs. This policy does not attempt to address the special requirements of all employees or positions. Specific conditions and agreed-upon work arrangements are to be outlined in a Routine Telecommuting/Remote Work Agreement, which is prepared jointly by an employee and their appropriate administrator and subject to the appropriate President's Administrative Team (PAT) member and the Office of Human Resources (OHR) approval.

The University supports the use of a telecommuting work option in positions where appropriate and beneficial to the University and the employee. The Telecommuting/Remote Work program recognizes the benefits available through a planned and managed telecommuting program. Such an option can save commute time and expense for employees, relieve some of the congestion on campus, and offer some uninterrupted time for concentrated work.

The opportunity to participate in a telecommuting program is offered only with the understanding that it is the responsibility of the employee to ensure that a safe and proper work environment is maintained (e.g., an ergonomically appropriate and safe workspace is required; dependent care arrangements are made as not to place dependents at risk of a lack of appropriate care or interfere with the employee's ability to perform work; personal disruptions such as non-business telephone calls and visitors are kept to a minimum; etc.). Failure to maintain a safe and proper work environment provides cause for an employee's immediate termination from this program.

Telecommuting opportunities are based upon the duties of the employee's position as assigned by the appropriate administrator and program requirements as determined by the employee's manager. Eligibility of represented employees may vary from bargaining unit to bargaining unit, depending upon negotiated agreements.

Definitions

- **CSUSM Worksite:** Physical CSUSM campus or a CSUSM-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 worksite) to work on a regular, part-time basis at an alternative location other than a CSUSM 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 worksite if they telecommute. Routine telecommuters live locally and are expected to be available to come to a CSUSM worksite for meetings or other work as requested by the appropriate administrator.
- **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 worksite) to work on a regular, full-time basis at an alternative location other than a CSUSM worksite. Routine full-time telecommuters do not have an assigned work location (e.g., office or cubicle) at a CSUSM worksite but may use hoteling space if available. Routine full-time telecommuters live locally and are expected to come to a CSUSM worksite for meetings or other work as requested by the appropriate administrator.
- **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 worksite. Remote work can occur in the San Diego region, or anywhere in the State of California. Remote workers are not expected to be available to come to a CSUSM worksite on short notice and will not have an assigned CSUSM 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 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 compensation or compensatory time off and are not required to adhere to strict time, record keeping, and attendance rules for pay purposes. Exempt titles are identified in CSU Classification Standards and CSUSM Position Descriptions.
- **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 pursuant to the applicable Collective Bargaining Agreement or, if none, the FLSA. Non-exempt titles are identified in University-wide title and pay plans.
- **Hoteling Space:** Designated, shared workspaces available and reserved by telecommuting or remote employees to perform occasional work on campus.

Eligibility

A part-time or full-time telecommuting/remote work arrangement may be approved for an exempt or non-exempt employee when it is in the best interest of the University and the employee, and for bargaining unit

employees, when it is allowed by the respective Collective Bargaining Agreement (CBA) or Memorandum of Understanding (MOU). 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. Faculty are not included within the scope of this policy.

Policies

Telecommuting/remote work does not change the conditions of employment or applicability of University policies, including employee's classification, compensation or benefits. However, by opting for a telecommuting or remote work arrangement, the employee agrees to submit to the additional policies and requirements that are included throughout this policy. Wherever the work is performed, the employee is required to abide by all [CSU Systemwide Policies](#), [CSUSM policies and procedures](#), and adhere to applicable [collective bargaining agreement provisions](#), including those regarding overtime, holidays, vacation leave and sick time, where appropriate. Violation of CSU Systemwide Policies, applicable collective bargaining agreement provisions, or any other CSUSM policies and procedures may result in the termination of the telecommuting/remote work arrangement and/or disciplinary action.

Telecommuting/Remote Work Agreements

The employee and appropriate administrator jointly complete a Telecommuting/Remote Work Agreement that outlines specific conditions and agreed-upon work arrangements. The Agreement, which will be reviewed by OHR, is at the discretion of the appropriate administrator and is subject to ongoing review. Telecommuting/Remote Work Agreements must be reviewed at least annually and whenever there is a change in the employee's position description or job duties or the employee or appropriate administrator changes positions. The appropriate administrator, in consultation with OHR, 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 non-discriminatory reason. Any termination of telecommuting/remote work will endeavor to be made with at least 21 days advance notice.

Telecommuting/remote work is not an employee right; however, some positions may require remote work.

Work Schedule

The employee shall maintain regularly scheduled and approved work hours as agreed upon in the Telecommuting/ Remote Work Agreement and will be fully accessible during those hours. The agreement may allow for some flexibility in work hours for exempt employees which will typically include specific agreed-upon core hours. (Approved requests for an alternative work schedule require submission of a work schedule form to Payroll Services.)

Work schedules are subject to ongoing review, and changes are at the appropriate administrator's discretion. Any changes to an approved schedule or alternative work location must be made in accordance with proper notification timelines in the applicable CBA, be reviewed and approved by the appropriate administrator in advance and be documented in the telecommuting agreement. If an agreement on a schedule cannot be reached the telecommuting agreement will be terminated.

Non-exempt employees must not work overtime without prior approval from their appropriate administrator. Non-exempt employees are required to accurately report work hours and strictly adhere to required rest and meal breaks in full compliance with policies, [CBA](#) provisions, and applicable federal, state and local guidelines. No telecommuting agreement may alter these requirements.

Duties and Assignments

While telecommuting/remote working, the employee is expected to maintain the same productivity, quality of performance, communication and responsiveness as if working at the regular CSUSM worksite. The employee's performance evaluation criteria remain the same as if working at the regular CSUSM worksite.

The employee and appropriate administrator will establish an agreed-upon plan covering general duties and assignments to be performed, receiving and returning of assignments, activity reporting, and other communication with the appropriate administrator while telecommuting/remote working. The appropriate administrator reserves the right to assign other work, as necessary, and may require some or all duties to be performed at CSUSM worksites.

Communication

While telecommuting/remote working, the employee is expected to maintain a presence using agreed-upon technology and the University's standard communications platforms. These platforms include campus telephone services (Microsoft Teams client), email (Microsoft Office 365), video conferencing (Zoom), and Microsoft Teams.

The employee will be available to their appropriate administrator, coworkers and others with the same response times as if at the regular CSUSM worksite and will notify them of any appropriate administrator-approved changes in their posted telecommuting/remote work schedule.

Working Environment

While telecommuting/remote working, the employee is responsible for maintaining a safe and appropriate worksite environment suitable for accomplishing their regular job duties during scheduled (or core, as applicable) hours of work and, if applicable, arranging for dependent care just as they would if they were working at a regular CSUSM worksite.

Safety

The employee shall ensure that their designated off-campus workspace complies with appropriate safety standards. The employee may utilize the Safety Health & Sustainability (SH&S) [Ergonomics web page](#) as a resource to obtain information on a recommended ergonomically correct work environment. The University may deny an employee the opportunity to telecommute/work remotely or may rescind a telecommuting agreement based on safety considerations.

A properly set up workspace is important to increase safety and comfort. The employee may discuss any ergonomic concerns directly with their manager/supervisor. Specific issues should be addressed on a case-by-case basis and brought to the attention of SH&S (as necessary). The employee is encouraged to utilize the following resources to increase safety and comfort:

- [SH&S Cubicle/Office Safety Self-Assessment Checklist](#) to evaluate the home office workspace
- [Telecommuter Online Training and Request for Virtual Consultation](#)
- [Seated/Standing Ergonomic Posture](#)

The University's liability for work-related accidents generally extends to injuries incurred in the course and scope of the employee's job duties and during their scheduled hours of telecommuting/remote work (as articulated within the Telecommuting/Remote Work Agreement). Telecommuting includes the actions directly related to working from an off-site location and does not include actions that the telecommuter may take

during break periods from working. Non-covered actions would include all actions that the employee would not be able to perform in his/her campus office while working, or which are directly related to the operation of the home. (Examples of such non-covered actions include cooking lunch, caring for children, driving or other personal domestic tasks, yard work, checking personal mail, etc.)

The employee is responsible for reporting any work-related injuries to their supervisor at the earliest opportunity, and injuries will be handled in the same manner as reports of injury at the regular worksite. In the event of a workers' compensation injury or illness, employees must notify their supervisor or appropriate administrator immediately and must complete all necessary and/or management-requested documents regarding the injury.

The Telecommuting Agreement will require that the employee agree to hold the University harmless for certain situations, such as injury to visitors or other residents of the alternative worksite, damage to personal property at the alternative worksite, and other things not with CSUSM's control or oversight. The employee may not conduct in-person work-related meetings at the alternative worksite without the prior approval of their appropriate administrator.

Campus Space and Hoteling Options

Campus may choose to create a limited number of designated shared workspaces at a CSUSM worksite available for telecommuting employees to reserve for occasional use, referred to as hoteling space. These workspaces may not be altered, and employees who use them must use CSUSM computers and equipment. Employees who wish to utilize hotel space should contact their appropriate administrator for specific procedures.

University Computer Equipment, Technical Support and Maintenance/Repair/Replacement

All telecommuting employees will be provided with an assigned university-owned computer and necessary equipment to perform their work duties. As part of the establishment of a home office, the employee will contact IITS for a technical and secure computing environment assessment. This assessment will evaluate the employee's needs and coordinate with the functional unit to determine the appropriate computer configuration and peripheral devices. (Current computer configuration information may be found on the [Technology Refresh Program](#) site.) University-owned equipment, records and materials may be used for purposes of University business only and must be protected against unauthorized or accidental access, use, modification, destruction, loss, theft, or disclosure. Incidental personal use is not permitted to interfere with the use of the equipment for University business or add any more than an immaterial incremental cost to the unit. The University's right to monitor the use of state-owned property, such as computers and software, for compliance with the Information Technology Resources Responsible Use Policy (linked below) is not diminished by the telecommuting/remote work arrangement.

The employee shall pick up the assigned home office technology from IITS and will be responsible for transporting the equipment to/from campus. The employee will perform all hands-on setup functions, as technical support will only be provided virtually by IITS and no site visits to off-campus locations will occur. Employees may not remove, change, or alter the operating system, configuration, installed university software, or security measures deployed on CSUSM computer equipment. The employee shall consult with their manager and IITS should there be a need to modify or add software or hardware to the assigned computer in order to accommodate the unique circumstances of the telecommuting/remote work environment.

The University will provide for all technical support and repairs to or replacement of University equipment when damage to that equipment is incurred by an employee during the course and scope of their job duties and the employee's work hours. In the event of equipment malfunction, the telecommuter must notify his/her supervisor and contact IITS for technical support immediately. Depending upon the nature of the issue, the employee may be required to disconnect and return the equipment to campus for technical support and/or exchange. If repairs will take some time, the employee may be asked to work at a CSUSM Worksite until the equipment is usable. Repairs and the associated cost of repairs to State equipment that result from employee's negligence will be the responsibility of the employee. Replacement and the associated costs of replacement of State-owned equipment that is stolen or destroyed/damaged through negligence will be the responsibility of the telecommuter.

The employee should not remove equipment from their office without prior approval of their Appropriate Administrator (and IITS related to computers and other technology). If the employee has custody of CSUSM-owned equipment at a location other than a CSUSM worksite, the items being removed must be documented through Distribution Services and [Property Control](#). Supplies and materials for use during the telecommuting/remote work assignment may be provided based on the position requirements and within the resource limitations of the department. When the employee uses personal equipment, software, data, supplies and furniture, the employee is responsible for the maintenance and repair of these items unless other arrangements have been made in advance and in writing with the appropriate administrator.

All University-owned equipment must be returned to the University by the employee for inspection, repair, replacement or repossession as soon as possible or no later than three working days' written notice and immediately upon separation of employment. The employee must agree to return University equipment, records, and materials within three working days of termination of the Telecommuting/Remote Work Agreement.

Information Security and University Records

The employee will be responsible for the safety and security of all University-owned equipment, records, and materials at the telecommute/remote worksite and during travel to/from CSUSM. This includes remaining up to date with CSUSM's [Information Security Policies & Standards](#) and other applicable information technology policies, as well as maintaining data security and confidentiality of records in the same manner as when working at a regular CSUSM worksite.

In order to protect and secure the University's electronic information, control access, and protect confidential data, the employee will exclusively use CSUSM/IITS provided computers and officially designated programs, systems, and online services to perform all official work. General IT security alertness and prevention helps to protect the University's data. Personal computers are prohibited for processing of Level 1 data unless the personal computer is being used to connect to an approved campus system or service. The employee shall comply with all CSU/CSUSM password standards and use of Multi Factor Authentication (MFA) on any device or system accessing university data or system. Employees working from home are expected to adhere to the CSUSM Safe Computing Practices.

All State employees, including telecommuters and remote workers, are expected to adhere to University policies and practices. This includes the policy on the responsible use of information technology resources and the confidentiality and security of University information handled in the course of employment (See the [Information Security Policies](#)). Employees may not duplicate University-owned software and must adhere to manufacturer's licensing agreements. Restricted-access materials shall not be removed from of a CSUSM worksite or accessed through the computer unless approved in advance by the appropriate administrator and

department head/senior appropriate administrator. The employee must ensure information is not disclosed in violation of [FERPA](#) or other state or federal laws, regulations, or CSU policies and practices. The employee is responsible for reviewing University policies and guidelines for protecting information, including:

- [Information Technology Resources Responsible Use Policy \(RUP\)](#) - Applies to anyone who uses CSUSM's information technology resources. All users are expected to be familiar with and abide by this policy.
- Use of other security measures to include the use of locked file cabinets and desks for protected university information.

All university records, regardless of where on what equipment they are created, are the property of the University and subject to the California Public Records Act when used for business purposes and the California Information Practices Act. The employee is responsible for reviewing University policies and guidelines for proper record management: [Record Retention and Disposition Standard](#).

The employee shall implement appropriate secure and safe computing practices at the telecommute/remote worksite and must report to their appropriate administrator any security issues. The employee must report to the appropriate administrator any instances of loss, damage, or unauthorized access to property or information at the earliest opportunity. Prior to establishing their home office, the employee shall complete a home office technical and secure computing environment assessment to evaluate that the designated off-campus workspace complies with university's technical/security standards. The assessment will include an evaluation of the required basic home office technology setup (including campus provided desktop or laptop computer), internet service level, and home network security settings. ITS will not provide direct configuration assistance of any home network equipment but will perform a basic configuration review with the employee. It is the employee's responsibility to verify and properly configure/secure their wireless network.

Reimbursable Expenses

Employees working from home or other alternative locations are not on travel status and not eligible for meal or mileage reimbursement. Similarly, meals taken at home or other alternative locations (or delivered) during a Zoom business meeting are not reimbursable under the CSUSM [Travel](#) or [Hospitality](#) Guidelines, or the [CSU Travel and Business Expense and Reimbursements Policy](#) or [CSU Hospitality Policy](#), or any other CSU policy. Mileage to and from the CSUSM 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 Worksite at the end of the telecommuting/remote work arrangement will be reimbursed. Purchases must be made within CSUSM and CSU Procurement policies. If any item needs to be installed, charges related to the installation are the responsibility of the employee. Other expenses (utilities, internet, home networking equipment, rent, furniture, etc.) will not be reimbursed.

Departments and the appropriate administrator will evaluate on a case-by-case basis where reimbursement is necessary for telecommuting/remote work with specific needs not already met with existing resources. Reimbursement is only allowable if the University-issued office equipment (e.g., computer, printer, keyboard) cannot be relocated or the employee does not already have personal equipment or services (e.g., internet, telephone) at the telecommute/remote worksite that would be required in order for the employee to perform their work duties.

Other

An employee's personal vehicle may not be used for University business unless specifically authorized in writing by the appropriate administrator in advance of such use. If approval is received and pursuant to the [State of California Authorization to Use Privately Owned Vehicles on State Business STD 261](#), the employee must maintain throughout the term of this Telecommuting/Remote Work Agreement and at their own cost and expense, a policy of auto liability insurance. An employee may use personal vehicles while on travel status.

The employee will be solely responsible for any and all tax and/or insurance consequences/deductions, if any, of this arrangement and for conformance to any local laws/regulations (including but not limited to local zoning laws regulations). The University will not provide any individual 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 relating to routine telecommuting or remote work, the employee is encouraged to consult with his/her own legal and/or tax professional.

Attachments

No Attachments

Approval Signatures

Step Description	Approver	Date
PAT	Shannon Honour Shaw: Process and Operations Manager	11/18/2021
VP	Shannon Honour Shaw: Process and Operations Manager	11/18/2021