

### **Purpose & Scope**

The purpose of this policy is to define the telecommuting program for California State University, East Bay (the University) and the guidelines and rules under which it will operate. This policy is designed to recognize the benefits available through a planned and managed telecommuting program. All managers and telecommuters should be familiar with the contents of this policy.

The University supports the use of a telecommuting work option for home offices on a limited basis in positions and in situations where appropriate. The telecommuting option is not appropriate for indefinite periods and may be approved only with a specific ending date – no longer than one quarter, i.e., three (3) months. Extensions after the ending date are to be granted only for compelling business reasons as determined by the appropriate Vice President.

The primary work location for every employee is located on campus and nothing in this policy is intended to change that basic relationship. Indeed, all employees are routinely expected to work on campus during their regular work schedules and no authorized telecommuting activity under this policy shall become an employee entitlement or right.

### **Definitions**

1. “Telecommuting” is working in a space specifically set aside as an office in an employee's residence (home office).
2. “Manager” is the lowest level Management Personnel Plan employee with supervisory authority over the prospective telecommuter.

### **Eligibility**

Telecommuting is only feasible for those job duties which can be performed away from the campus. Jobs that entail working alone or working with equipment which can be kept at the alternate work site are often suitable for telecommuting. Examples: writer, editor, analyst, word processor, programmer. Many jobs, however, are not suitable for telecommuting. For instance, jobs that require physical presence to perform effectively are normally not suitable for telecommuting. Examples: receptionist, student advisor, food service worker, custodian, maintenance worker. Even if a position is suitable for telecommuting, other criteria will be considered in determining whether to grant a telecommuting arrangement. Participation in telecommuting shall be based on specific, written, work related criteria established by the employee's manager, who must make the selection criteria known to eligible employees.

Such selection criteria may include reasonable accommodation provisions for permanently disabled employees, and temporarily disabled employees. An employee's responsibilities, performance evaluations, attendance, and other close supervision requirements will be considered when determining if an employee may telecommute. To be considered for telecommuting, an employee must have good work habits and satisfactory performance evaluations. Telecommuting during a probationary period is not usually a good idea, because of the need to clarify job responsibilities, establish relationships with co-workers and clients, and assess suitability for continued employment. Moreover, employees who telecommute must maintain satisfactory work habits and performance based on the stated performance expectations of their manager.

Positions that supervise others are not appropriate for telecommuting, and telecommuting cannot be used as a substitute for in-home child or dependent care. If a child or dependent is present during scheduled work hours, the employee must agree to make arrangements for the care of the child or dependent, and provide appropriate documentation of such arrangements.

The University has the right to refuse to make telecommuting available to any employee. The University has no obligation to approve a Telecommuter Agreement for one employee merely because another employee, similarly situated, has been approved for telecommuting. Employee participation in campus telecommuting is voluntary. Proposed selection and work schedules must be approved by the appropriate Vice President.

### **Equipment Needs and Cost Factors**

Telecommuters will normally require a computer with a modem to communicate with people and access to the information needed to perform their responsibilities. The use of a laptop computer may be considered. An employee's own equipment may be used at the option of the employee. Management may require that equipment used at the home be compatible with the campus equipment.

A telephone is an essential requirement so that the employee may stay in contact with the University. Voice and data communications may be handled through the employee's residential phone, if volume is not heavy. If extensive voice/data communications are necessary for the tasks performed at home, a second dedicated line should be installed. The University will pay for the installation and monthly charges only if a second dedicated line is required by the manager.

The University may incur the following types of business-related costs:

- Long distance telephone charges
- Installation and monthly charges for a second telephone line
- Telephone usage charges
- Computer with modem and computer software
- Internet access charges
- Answering machine or voice mail
- Fax machine
- Equipment maintenance and replacement charges above the limits of the employees homeowners/renters insurance policy limits

Claims will be submitted on a Travel Expense Claim with appropriate receipts, bill or other verification of the expense. Monthly telephone charges or other related expenditures must be presented and approved by the telecommuter's manager within 30 days of the receipt of the bill.

Use of University-provided software and data supplies at a remote work location is limited to the authorized employee and is authorized for purposes related to University business only. Employees may not use University-provided equipment or use or duplicate University software for personal use or allow non-University personnel to use it. Telecommuters shall comply with computer software licensing agreements, University policy and federal laws, including copyright and patent laws. Software provided by the University remains the property of the University. Upon termination of a Telecommuter Agreement or employment, or when requested by their manager, employees will immediately return all University property, including software, and guarantee to erase University software on their personal computers.

## **Work Schedule**

Telecommuters shall maintain regular contact with managers and co-workers. In addition, the manager shall take actions to prevent the employee from becoming isolated from central office staff. Therefore, campus telecommuters shall spend a minimum of one day per week on campus, except under unusual conditions approved in advance by the manager, such as a medical condition preventing the employee from traveling.

All telecommuting work schedules are discretionary and require prior approval by the appropriate Vice President. The work schedule shall be consistent with the operational needs of the employee's work group and the provisions of the employee's collective bargaining agreement. Use of vacation, time off, or other leave credits must be approved in advance by the manager. For nonexempt employees, overtime to be worked must be approved in advance by the manager.

As with any work schedule, temporary telecommuting assignments or changes in work schedules may be made at management's discretion to meet management needs or to accommodate an employee's request. Operational needs take precedence over telecommute schedules. The employee will forego telecommuting if needed on campus on a regularly scheduled telecommute day.

## **Confidential and Sensitive Information**

As with all State employees, telecommuters are expected to adhere to all applicable rules and regulations, and all University policies and procedures, regarding security and confidentiality for the computer, its data and information, and any other information handled in the course of work. These responsibilities are articulated in the University's Acceptable Computer Use Policy. The employee will apply approved safeguards to protect records from unauthorized disclosure or damage. All records, papers, and correspondence must be safeguarded for their return to the office. Computer passwords may not be stored on employee-owned equipment and security measures must be initiated whenever the computer is left unattended.

## **Maintenance, Repair and Replacement**

Maintenance and repair of State owned equipment issued to telecommuters will be the responsibility of the University, except that repairs to State equipment that result from an employee's negligence will be the responsibility of the employee. Replacement of State owned equipment that is stolen or destroyed will be the responsibility of the telecommuter's homeowners/renters insurance, up to the limits of such policy(s), which limits must be approved by the University in advance. Replacement cost above personal policy limits may be paid by the University.

In the event of equipment malfunction, the telecommuter must notify his/her manager immediately. If repairs will take some time, the employee may be required to forego telecommuting until the equipment is usable. Repairs to telecommuter owned equipment will be the responsibility of the employee. The employee shall release the University from any and all liability resulting from the use of his/her own computer.

## **Health and Safety**

Telecommuting employees are responsible for ensuring that their homes comply with health and safety requirements and must so certify as part of their "Telecommuter's Agreement." A "Telecommuter's Safety Checklist" must be completed and signed by the employee before telecommuting privileges are granted. The University may deny an employee the opportunity to telecommute or may rescind a Telecommuter's Agreement based on safety considerations or the needs of the University.

If an employee incurs an injury while telecommuting, workers' compensation law and rules apply. "Telecommuting" is defined as the specific actions directly related to working from home, and does not include actions that the telecommuter 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 regular office, or which are directly related to the operation of the home. Examples of such non-covered actions include, but are not limited to, caring for children, domestic tasks, yard work, checking mail, and retrieving the newspaper. In the event of a workers' compensation injury or illness, employees must notify their manager or Human Resources immediately, i.e., no later than the next business day, and complete all necessary and/or management required documents regarding the injury.

### **Employee Rights**

None of the rights or benefits provided under the employee's collective bargaining agreement between the State and the employee unions are enhanced or abridged by the implementation of this telecommuting program. Employees retain the right to grieve in accordance with the provisions of their collective bargaining agreements. Employees retain the right to meet with their union representative in accordance with the provisions of their collective bargaining agreements. As with any meeting with a union representative during working hours, prior release time must be authorized by the appropriate manager.

Where the provision of the Telecommuting Policy and/or Telecommuter's Agreement is in conflict with a governing collective bargaining agreement, the collective bargaining agreement shall take precedence.

### **Termination of Participation**

Termination of an employee's participation *for cause* may be immediate and does not require advance written notice. For instance, the opportunity to participate in a home telecommute program is offered only with the understanding that it is the responsibility of the employee to ensure 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 non-business telephone calls and visitors are kept to a minimum, etc.). Failure to maintain a proper work environment provides cause for an employee's immediate termination from the program.

The University may terminate the telecommuting program for any reason, at any time, with advance written notice to the employees. Such notice will be normally provided at least 14 calendar days prior to the termination of the program or within the time frame specified by the appropriate union contract addressing changes in work schedules. The University may terminate an individual employee's participation in the program without cause, at any time, with advance written notice. Whenever feasible, such notice will be provided at least 14 calendar days prior to termination.

The employee may terminate participation in the program without cause and by providing advance written notice. The University will make arrangements for the employee to begin working at the campus as quickly as possible, but not later than 30 days after notification by the employee.

### **Telecommuter's Agreement and Manager's Checklist**

The "Manager's Checklist for Telecommuters" provides a means to verify that all essential parts of the start-up of a telecommuting arrangement with an employee have been covered prior to the actual start of telecommuting. The Manager's checklist must be signed by both parties.

The Telecommuter's Agreement documents the complete terms of the agreement between the manager and the telecommuter. This agreement must detail the actual expenses that the University will and will not pay. This must be signed by both parties prior to the start of telecommuting and must be reviewed and may be renewed at least quarterly to ensure that the guidelines for participating in the program are well understood.

**Renewal of Telecommuter Agreements**

Each Telecommuter's Agreement and Manager's Checklist must be discussed and reviewed by the manager and appropriate Vice President ever three months, whenever there is a significant job change or whenever the telecommuter or manager changes positions, whichever event occurs first. After such a review, the Telecommuter's Agreement may be renewed for up to three months if approved by the manager and appropriate Vice President. Because telecommuting was selected as a feasible work option based on a combination of job characteristics, employee characteristics, and manager characteristics, a change in any one of these elements will require a review of the telecommuting arrangement. Neither party should be required to continue a telecommuting arrangement when either party determines that it is not in the best interests of both parties.

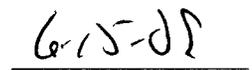
**Tax Implications**

The tax implications of utilizing a home office are the responsibilities of the employee.

**Approved:**

  
\_\_\_\_\_

Shawn Bibb, Vice President, Administration & Finance

  
\_\_\_\_\_

Date

TELECOMMUTER'S AGREEMENT

Both the manager and the telecommuter understand that home based telecommuting is a bilateral voluntary option and can be discontinued at either's request with no adverse repercussions.

The alternate work site is at \_\_\_\_\_,  
(Address)  
\_\_\_\_\_  
(City, State, Zip)

The California State University, East Bay (the University) will pay for the following business-related expenses (check those that apply):

- Long distance telephone charges
- Telephone usage charges
- Computer with modem and computer software
- Internet access charges
- Answering machine or voice mail
- Fax machine
- Equipment maintenance, repair and replacement charges for State owned equipment above the limits of the employees homeowners/renters insurance policy limits
- Installation of a dedicated telephone line for voice/data communication, if required by the University

The University will not pay for the following expenses:

- Maintenance or repairs of privately owned equipment
- Utility costs associated with the use of the computer or home office
- Equipment supplies not acquired through normal procurement procedures
- Travel expenses associated with commuting to the campus
- Installation of a dedicated telephone line for voice/data communication, if not required by the University (check if applies)

Telecommute days are scheduled and will not be substituted without advance approval of the manager. The employee will telecommute \_\_\_\_\_ hours per day. Telecommute days will be \_\_\_\_\_ . Campus days will be \_\_\_\_\_ .

Telecommuter must be available by \_\_\_\_\_  
(e.g., phone, fax, e-mail) during the core business hours of \_\_\_\_\_ to \_\_\_\_\_ .

Telecommuting is not a substitute for dependent care, and employees must make regular dependent care arrangements.

The employee has read and understands the University's telecommuting policies and agrees to be bound by and to abide by those policies. If the employee violates the policy or procedure, he may be subject to discipline, up to and including dismissal.

The telecommuter shall carry out the steps needed for good information security in the campus setting, and has read the University's security requirements and procedures. The telecommuter agrees to check with her/his manager when security matters are at issue.

This agreement is valid for no more than one quarter (three months) and must be renewed by both parties to continue participation in the University's telecommuting program.

A copy of the agreement shall be placed in the employee's official personnel file.

The effective dates of this agreement are from \_\_\_\_\_ to \_\_\_\_\_.  
(Date) (Date)

\_\_\_\_\_  
Manager's Name (Print)

\_\_\_\_\_  
Employee's Name (Print)

\_\_\_\_\_  
Manager's Signature

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

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**HUMAN RESOURCES REVIEW:**

\_\_\_\_\_  
HR Manager Name

\_\_\_\_\_  
HR Manager Signature

\_\_\_\_\_  
Date

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**VICE PRESIDENT APPROVAL:**

\_\_\_\_\_  
Vice President Name

\_\_\_\_\_  
Vice President's Signature

\_\_\_\_\_  
Date



MANAGER'S CHECKLIST FOR TELECOMMUTERS

Name of Telecommuter \_\_\_\_\_

Name of Manager \_\_\_\_\_

Date Completed \_\_\_\_\_

1. The employee has read and signed the Telecommuter's Agreement prior to actual participation in the program. \_\_\_\_\_
2. Employee's job responsibilities are clarified \_\_\_\_\_
3. Manager has determined that employee's job duties can feasibly be performed away from campus. \_\_\_\_\_
4. Manager has determined that employee's performance evaluations, work habits, attendance record and job supervision requirements justify a telecommuting arrangement. \_\_\_\_\_
5. Employee is not currently on a probationary period. \_\_\_\_\_
6. Employee has read the orientation documents and the University's telecommuting policy. \_\_\_\_\_
7. Employee has been provided with a schedule of core hours. \_\_\_\_\_
8. Equipment issued by the University is documented and signed for on the Equipment Checklist for Telecommuters. \_\_\_\_\_
  - 8a. The employee has adequate homeowners/renters insurance to cover equipment items in the event of damage, theft, or loss. \_\_\_\_\_
  - 8b. Indicate employee's insurance company & policy# \_\_\_\_\_
9. Performance expectations have been discussed and are clearly understood. Assignments and due dates are documented and on file with manager and employee. \_\_\_\_\_
10. Requirements for care of equipment assigned to the employee have been discussed and are clearly understood. \_\_\_\_\_

- 11. The employee has completed and signed the Telecommuter's home safety checklist. \_\_\_\_\_
- 12. The employee is familiar with the University's requirements and techniques for computer information security and has received a copy and read the University's information security guidelines. \_\_\_\_\_
- 13. Phone contact procedures have been clearly defined and unit secretaries and receptionists have received training. \_\_\_\_\_
- 14. Telecommuter's Agreement details the actual expense that the University will and will not pay. \_\_\_\_\_

\_\_\_\_\_  
Manager Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

1. Maintain all stairways clear of objects that could cause a person to trip.
2. Stairways should have a firmly anchored handrail.
3. All stairways should be well lighted.
4. All stair coverings should be securely anchored.
5. Have a safe stepladder for home use.
6. Make sure scatter rugs are skid proof & laying flat and all carpets are securely anchored.
7. All entranceways, exits, halls and walks should be well lighted.
8. Wear proper footwear to prevent slips, trips, falls and other fall injuries.
9. Place all lamp, extension and telephone cords out of traffic areas.
10. Chairs, tables and desks should be safe to use and be ergonomically correct.
11. All electric receptacles should be the three prong grounded type.
12. Know how to turn off the electrical, water and gas sources to your home.
13. All fuses should be of the correct amperage.
14. Label the fuses or circuit breakers to identify the outlets and appliances they protect.
15. All light switches should work correctly.
16. All electrical appliances and their cords should be Underwriters laboratories (UL) approved.
17. Unplug small electrical appliances such as hair dryers, shavers, electric knives, coffeepots, etc. when not in use.
18. Keep the area around the furnace and hot water heater clear of boxes and other combustible materials.
19. Insure that portable heaters are in good condition; provide adequate ventilation; and position them in a safe location away from flammable materials.
20. Develop and practice with your family a fire escape plan for your home.

21. Have a charged ABC fire extinguisher of at least the 2 1/2-pound size conveniently located in your home. Install smoke alarms throughout your home and inspect regularly for proper functioning.
22. Check your power cords and replace those that are damaged.
23. Make sure that any extension cords you are using for tools and appliances are the right capacity.
24. Have a flashlight for emergencies.
25. Make sure that all your doors and windows close and latch properly; and that all exterior doors are secured with a deadbolt.
26. Maintain a well-stocked first aid kit for emergencies.
27. Post emergency numbers by all telephones.
28. Place all portable fans and heaters where they can't be knocked over. Keep them at least three feet from furnishings and flammable materials.
29. Keep all paint; paint thinner, pesticides and gasoline stored out of the house and away from heat and other ignition sources.
30. Control mildew through adequate air circulation and humidity control.
31. Obtain assistance for heavy lifting and utilize safe lifting techniques.
32. All walks, porches and doorways must be clear of obstacles.
33. All hard-surfaced floors must be clean and spills wiped up immediately.
34. Non-skid polish must be used on all polished floors.
35. Bathroom, kitchen and outdoor circuits must be protected by a ground fault circuit interrupter.
36. Your home must have adequate electrical power in all areas to safely operate all your electrical appliances.
37. You must know how to shut off the electrical, water and gas sources to your home.
38. Wall switches and outlets should have safe cover plates.
39. If smoking is permitted in your home, provide deep, wide-rimmed ashtrays and prohibit smoking in bed or while lying down.
40. Have the furnace cleaned and serviced yearly.
41. Have the chimney and smoke pipe cleaned yearly.

42. Make sure the fireplace functions properly and is adequately screened.
43. Make sure the hot water heater has a pressure and temperature relief valve.
44. Make sure the hot water temperature is 120 degrees or less to prevent burns.
45. Adequately screen portable electric fans and heaters to prevent contact with the fan blades or heating elements.
46. Have plenty of wall outlets for lamps and appliances. "Octopus" outlets can overload circuits and cause fires.
47. Avoid running electrical cords under carpeting or hanging them from nails.
48. Sliding glass doors and other glass doors should be fitted with non-breakable glass.
49. Sliding glass doors should have some type of figure or design on the glass to help you see them when they are closed.
50. Make sure at least one member of your family is trained in first aid, CPR and the Heimlich maneuver.

**I have read and understood the Safety Guidelines and will comply with the recommendations.**

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Employee Signature

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Date