Human Resources | One Washington Square | San José, CA 95192-0046 | 408-924-2250 408-924-1701 (fax)

TELECOMMUTING POLICY

DATE: February 12, 2009

Purpose

San José State University supports telecommuting when the campus determines that telecommuting is in its best interest. Such instances for telecommuting work arrangements may be considered when there are opportunities for improved operational performance, reduced commuting miles, as part of a disaster recovery or emergency plan, or to facilitate the potential for University savings.

As a flexible work arrangement, telecommuting allows an employee the ability to achieve a balance between work responsibilities and family life. San José State University recognizes that with current communication technology, it is possible for some employees to perform a variety of duties and job functions from their homes or other equipped sites, and it is a way for the campus to meet the needs of a changing workforce.

San José State University also recognizes that telecommuting is only feasible for those job duties that can be performed away from the campus. Departments are urged to carefully review both advantages and disadvantages before setting up a telecommuting agreement, to explore the wide variety of arrangements possible, and to address potential problem areas. Pilot or temporary programs may be helpful in determining what type of arrangement will be most effective. Success depends on both the nature of the work and the nature of the worker.

The telecommuting arrangement should focus on mutual expectations and results. The administrator should communicate in advance what assignments or tasks are appropriate to be performed at the telecommuting site, and what assessment techniques will be used to measure success in meeting performance standards. The employee should understand the essentials for participating in a successful telecommuting program.

Definition

Telecommuting is defined as a specific work alternative program. This program provides the option of working at home or at University provided property, through a written agreement and as approved by appropriate administrators.

Authority

Government Code Sections 14200-14203, authorizes every State Agency to incorporate telecommuting as a work option. San José State University has delegated authority to establish a telecommuting program within this authority (see attachment).

Employee rights provided in the employee's collective bargaining agreement, including the right to meet with their representative, are not affected by participation in a telecommuting program. Employee meetings with their union representative will normally take place at an on-campus location, not at the employee's home office. 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 a telecommuting program.

Eligibility

This policy applies to San José State University employees who work a regularly scheduled workday. Employees may participate in the telecommuting program by mutual agreement between the employee and the appropriate administrator.

Human Resources is responsible for the coordination of personnel policies and programs for staff

employees represented by collective bargaining agreements, and for the Management Personnel Plan and Confidential designated employees of San José State University. As The Office of Faculty Affairs is responsible for the coordination of policies and programs for faculty to include staff represented by Unit 3 (California Faculty Association) and Unit 11 (Academic Student Employees), this Policy does not apply to those respective members.

Policy Guidelines

To ensure an effective, productive telecommuting program, San José State University ("University") establishes the following policy guidelines:

1. **Work Standards for Telecommuters.** Employees ("Telecommuters") who are authorized to perform work at off-site work locations must meet the same high standards and professionalism as is expected of San José State University employees at onsite work locations in terms of job responsibilities, work products, customer and public contact.

2. **Positions Suitable for Telecommuting.** Telecommuting is not suitable for all employees and/or positions. Telecommuters must be self-motivated, their job responsibilities must have minimal requirements for face-to-face daily supervision, and they must have demonstrated conscientious observance of work hours and productivity requirements. The job responsibilities of the Telecommuter must be of a nature in which face-to-face interaction with students, co-workers or the public is minimal or may be scheduled to permit telecommuting.

3. **Approval Process for Telecommuting.** An employee is not entitled to telecommute. The University must approve any telecommuting as provided below. An employee who wants to telecommute must submit a written request to his/her appropriate administrator ("Administrator", generally a Department Chair, Director or Manager) who will forward the request to the appropriate Associate Vice President/Dean. The appropriate Administrator will consider all relevant factors with regard to the telecommuting request, including but not limited to, the factors stated in paragraph 2 above, as well as analyzing risk factors associated with telecommuting for the position, and shall make a recommendation to the appropriate Associate Vice President/Dean.

4. **Telecommuting Agreement**. The Telecommuter shall sign a Telecommuting Agreement (see attachment) including the specific conditions relating to the permission to telecommute. The appropriate Administrator shall attach an updated position description and will denote, where appropriate, which duties or project shall be performed at the Telecommuter's University work location and which shall be performed at the off-site work location. The Administrator shall also submit a draft version of the Telecommuting Agreement to Human Resources for review prior to finalization.

   The Telecommuting Agreement must be executed by the employee and his/her appropriate Administrator. Copies of the Telecommuting Agreement and all Appendices will be forwarded to Human Resources for review prior to implementation. Human Resources shall maintain copies of all telecommuting agreements currently in effect.

5. **Emergency Business Needs.** Telecommuting is voluntary, except under emergency conditions in which there are workspace issues or other problems prohibiting the person's job being performed while physically at the University. If the employee is required by the University to telecommute, the University will bear the appropriate costs for setting up and maintaining the equipment. When the University determines that emergency business conditions exist, the unions will be notified as soon as practicably possible.

6. **Termination of Telecommuting.** The appropriate Administrator may terminate telecommuting at any time upon ten (10) workings days' written notice to the Telecommuter. When the situation is voluntary, the employee may also terminate telecommuting at any time with an advance notice (generally ten (10) working days).

7. **Job Responsibilities.** The Telecommuter will continue to be responsible for performance of all job responsibilities while an employee is telecommuting. The Telecommuter will meet or communicate with his/her appropriate Administrator to receive assignments, review work progress, and complete work at predetermined intervals and more often as the appropriate Administrator directs. The appropriate Administrator shall formulate objectives, expected results, and evaluation procedures for work completed while the employee is telecommuting.

   The Telecommuter shall promptly notify his/her appropriate Administrator when unable to perform work assignments due to equipment failure or other unforeseen circumstances. The Telecommuter may be assigned to another project and/or work location that may necessitate termination of the telecommuting agreement.

8. **Telecommuter Accessibility**. Telecommuters must be accessible via telephone, fax, network access, or e-mail by their appropriate Administrator and co-workers or other employees during the Telecommuter's work hours as specified in the Telecommuting Agreement. The Telecommuter shall make arrangements acceptable to his/her appropriate Administrator with regard to a method for receiving/recording work-related telephone messages, (i.e. utilizing a home or other answering machine).

9. **Compliance with University Policies**. All Telecommuters shall comply with all applicable policies and procedures of the University and within the employee's department.

10. **Telecommuting Schedule.** The Telecommuter shall generally maintain a consistent schedule of work hours and days to ensure regular and predictable contact with University staff and others. A determination of flexibility in work hours and days where feasible given the position's job responsibilities may be made on a case by case basis and must be approved by the appropriate Administrator and stated in the Telecommuter's Agreement. A Telecommuter's work schedule may be either on a part-time or full-time basis.

    A specific work schedule will be stated in the Telecommuter's Agreement. Exceptions will be made when an employee's presence is required for a function or activity that cannot reasonably be rescheduled**.** The Telecommuter will remain flexible to their appropriate Administrator and working arrangements when office functions require his/her attendance.

11. **Telecommuter's Responsibility.** In most instances, the voluntary Telecommuter will provide and pay for his/her own equipment and software, and network connectivity, if required, is also the responsibility of the employee, at the employee's expense. Any agreements for San José State University to provide equipment, software, and Internet access will be outlined in the approved Telecommuter's Agreement.

    The employee agrees to abide by the licensing regulations and restrictions for all software under license to San José State University.

    A voluntary Telecommuter is responsible for providing for any computer used for University business, appropriate security and virus protection, comparable to that provided for on-campus computers, including a firewall.

12. **Equipment and Designated Workspace.** The Telecommuter's need for specialized material or equipment at the off-site worksite must be minimal. The University will not provide off-site workspace furniture for part-time telecommuters, unless the employee is required by the University to telecommute. A full-time Telecommuter, with the approval of his/her appropriate Administrator, may submit a written request that the University provide off-site workplace furniture with the reasons such furniture is needed. The provision of off-site furniture is not guaranteed, and must be approved by the Administrator's Vice President.

    Since the University does not have the ability to safeguard off-site locations, telecommuters are responsible for University equipment used by the Telecommuter's at an off-site work location if such equipment is lost, damaged, destroyed or stolen. The Telecommuter is advised to contact his/her insurance agent for information regarding insurance coverage for University equipment at home or other non-University work sites.

    The Telecommuter shall designate an off-site workspace that is quiet, free of distractions, and kept in a clean, professional, and safe condition, with adequate lighting and ventilation.
    An initial on-site work place hazards assessment of the home/off-site office may be deemed necessary.

13. **Inventory of University Property.** The Telecommuter shall complete a University Equipment List for Telecommuters (see Equipment List for Telecommuters), signed by the Telecommuter and his/her appropriate Administrator, listing any University-owned equipment, furniture, specialized material, or other such items to be used at an off-site work location prior to moving or installing these items at the off-site work location.

14. **Indemnity Waiver.** San José State University does not assume responsibility for any private property used, lost or damaged as a result of the telecommuting. San José State University is also not responsible for reimbursing the employee for wear and/or repair.

15. **Office Supplies.** The University will not reimburse Telecommuters for the expense for supplies, which the employee is provided from his/her regular University on-site work location. The Telecommuter may submit an advance written request for approval by his/her appropriate Administrator for the purchase of any special supplies not available in the on-site work location.

16. **Right to Inspect and Off-Site Maintenance Costs.** Unless the University requires the employee to telecommute, the University is not responsible for operating costs, home maintenance, property or liability insurance, or other incidental expenses (utilities, cleaning services, etc.) associated with telecommuting, the off-site workspace or use of the Telecommuter's home.

    Since the employee's home or satellite workspace is an extension of the University workspace, the University liability for job-related accidents will continue to exist during the approved work schedule and in the employee's designated work location. Workers' Compensation law and rules will apply. The Telecommuter is responsible to ensure that safe working conditions exist (see Telecommuter's Home Safety Checklist). Consequently, the Telecommuter shall agree in the telecommuting agreement that if a work related injury occurs, the University shall have the right to make on-site inspections of the workspace, including home workspace with advance written notice or at other mutually agreed-upon times.

17. **Technical Support.** Regular campus help desk support will be provided to Telecommuters, as it is provided to all employees. Telecommuters that need help desk support will be required to bring University owned equipment to campus if necessary. If Telecommuting is voluntary, specialized technical support will not be provided. If the Telecommuter needs specialized support for Telecommuter-owned equipment, s/he must purchase private technical support.

18. **Restricted-Access Materials.** The Telecommuter shall not copy, place on another computer or delete, restricted-access materials that are at the University on-site work location or accessed through the computer, unless approved in advance by the appropriate Administrator and the appropriate campus security access administrator.

19. **Information Security.** The Telecommuter shall protect the University information from unauthorized disclosure or damage and will comply with federal, state, and University rules, policies and procedures regarding disclosure of public and official records. Work done at the Telecommuter's off-site workplace is official University business. All records, documents, and correspondence, (either on paper or in electronic form), must be safeguarded and returned to the University at the conclusion of telecommuting or upon request by the Telecommuter's appropriate Administrator.

    Information classified as Restricted or Sensitive according to SAM Section 4841.3 (refer to SJSU Information Security Office's website at http://www.sjsu.edu/iso/ under "Classification of Data") must be password protected and encrypted if stored on a home computer (laptop or desktop) of the telecommuter. Storage of information classified as Restricted or Sensitive on a home computer (laptop or desktop) must be specifically approved by the appropriate Administrator in writing in advance.

    Release or destruction of records should be done only in accordance with University records retention policy and procedure, and with the approval of the Telecommuter's appropriate Administrator. Electronic/ computer files are considered University records and shall be protected as such. The Telecommuter shall surrender all University equipment and/ documents immediately upon request.

20. **Benefits, Leave Requests Unchanged.** The employee's salary, benefits and worker's compensation shall not change due to telecommuting. An employee who is telecommuting is not entitled to reimbursement for travel mileage to attend work unit meetings.

    Requirements and the procedure for Telecommuter requests for sick leave, vacation and other leaves shall not change due to telecommuting.

21. **No Dependent or Medical Care.** Telecommuting is not a substitute for dependent care or medical leave or caring for an ill family member. Telecommuters are required to make arrangements for dependent care during the agreed-upon work hours.

22. **Overtime.** A FLSA non-exempt Telecommuter shall not work overtime without prior written approval from his/her appropriate Administrator. If the employee works overtime that has been approved in advance, compensation or

compensatory time off will be provided in accordance with eligibility guidelines and applicable laws, policies and collective bargaining agreements. A Telecommuter's failure to obtain prior approval for overtime work may result in discontinuance of telecommuting.

23. **Legal and Tax Implications**. The employee is responsible for addressing and resolving any questions about the employee's ability to deduct expenses related to telecommuting. The tax implications of utilizing a home office are the responsibilities of the employee.