Purpose

San José State University supports telecommuting to fulfill specific operational needs. 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.

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 Appropriate Administrator should communicate in advance what assignments or tasks are best suited 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 requirements 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 a University provided property, through a written agreement and as approved by the Appropriate Administrator.

Authority

Government Code Sections 14200-14203 authorize every State Agency to incorporate telecommuting as a work option. San José State University has been delegated authority to establish a telecommuting program within this authority.

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 a 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 standards and professionalism 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 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 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 projects shall be performed at the Telecommuter's University work location and which shall be performed at the off-site work location.

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 with 10 working 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 10 working days).

7. **Job Responsibilities.** The Telecommuter will continue to be responsible for performance of all job responsibilities while 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 as dictated by business needs.

8. **Telecommuter Accessibility.** Telecommuters must be accessible via telephone, fax, network access, or email by their Appropriate Administrator, co-workers and other employees during the Telecommuter’s schedule, 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.** 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 during regular business hours. 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. These 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 his/her 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. 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/or 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 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, 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 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. 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.

19. Information Security. The Telecommuter shall protect the University information from unauthorized disclosure or
damage and will comply with Federal, State, and University standards, 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.

Telecommuters must take reasonable precautions to ensure that their devices (e.g. computers, tablets, smart
phones, etc.) are secure before connecting remotely to CSU information assets and must close or secure
connections to campus desktop or system resources (i.e. remote desktop, virtual private network connections, etc.)
once they have completed University-related activities or when the asset is left unattended.

For more information, visit the Information Security web site at http://its.sjsu.edu/services/info-security/.

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, 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 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
responsibility of the employee.
Instructions:

1. The following forms shall be filled completely and signed by the Telecommuter and Appropriate Administrator:
   - Telecommuter's Agreement
   - Equipment List for Telecommuters
   - Telecommuter’s Home Safety Checklist (*signed by the Telecommuter only*)
   - Appropriate Administrator’s Checklist for Telecommuters

2. Once all forms are completed and signed, please submit to Human Resources via email at equal-employment@sjsu.edu for final approval by Human Resources. Please allow a turnaround time of up to 5 working days for a response.

3. Human Resources will respond via email to the Appropriate Administrator and Telecommuter if the request has been approved or not approved. **The Telecommuter Agreement can only be implemented once the AVP of Human Resources has responded to approve.**

Attachments:

A. Telecommuter’s Agreement
B. Equipment List for Telecommuters
C. Home Safety Checklist
D. Appropriate Administrator’s Checklist for Telecommuters