

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 staff employees represented by collective bargaining agreements and for Management Personnel Plan and Confidential designated employees of SJSU. This policy does not apply to academic personnel (faculty and academic student employees.) Employees may participate in the telecommuting program by mutual agreement between the employee and the Appropriate Administrator.

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 University Personnel for review **prior** to implementation. University Personnel 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 page at <https://www.sjsu.edu/it/security/index.php>.
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, 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 University Personnel via email at equal-employment@sjsu.edu for final approval by University Personnel. Please allow a turnaround time of up to 5 working days for a response.
3. University Personnel 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 SAVP of University Personnel 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

Name of Telecommuter _____

Employee ID _____

Title _____

Division/Department _____

Exempt: Non-Exempt:

Length of Agreement (shall not exceed more than one year): _____ to: _____

Both San José State University ("University") and the Telecommuter acknowledge and agree that home based telecommuting or working from a University provided property is voluntary for both parties, must be approved in advance, and may be discontinued by either party at will and without cause, unless the University requires the employee to telecommute in the case of emergency business need.

Employees ("Telecommuters") who are authorized to perform work at off-site work locations must meet the same 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. The Telecommuter also agrees to abide by all applicable policies and procedures of the University or within the employee's department.

The parties agree the Telecommuter shall work **on-site** at the University on the following days:

The parties agree the Telecommuter shall work **off-site** on the following days:

Alternate telecommute days are to be scheduled only with advance approval of the Appropriate Administrator. Telecommuters must be available by phone, email, or network access during the core business hours of:

_____ to: _____

Telecommuters are expected to come into the office as required or if connectivity is not available on regular telecommute days. The Telecommuter will remain flexible to his/her Appropriate Administrator and working arrangements when office functions require his/her attendance.

All benefits and the process to make leave requests must be followed and must be approved in advance by the Appropriate Administrator. For non-exempt employees, overtime to be worked must be approved in advance by the Appropriate Administrator. Failure to obtain prior approval for overtime work may result in discontinuance of telecommuting.

The University will not be liable for damages to the Telecommuter's property that may result from participating in the telecommuting program. The Telecommuter hereby waives all rights to pursue legal action for such damage.

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

The Telecommuter is responsible to ensure that safe working conditions exist and agrees 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 mutually agreed-upon times.

The Telecommuter hereby releases the University from liability for the use of off-site workspace or physical conditions associated with the workplace. 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 workplace or use of the Telecommuter's home, with the exception of damage resulting from University owned equipment that has been documented as defective and documented as causing the damage.

The Telecommuter agrees to submit to the Appropriate Administrator a completed University Equipment List signed by the Telecommuter and his/her Appropriate Administrator.

Unless the University requires the employee to telecommute, the University will not be responsible for providing or paying for maintenance, travel, and supplies, including, but not limited to the following:

- a. Wireless communication equipment
- b. Furniture or remodeling associated with using a computer from home
- c. Maintenance or repairs of privately owned equipment
- d. Travel expenses associated with commuting to campus/main office
- e. Equipment supplies (should be provided through normal procurement procedures)
- f. Technical and computer personnel support provided at the telecommuting work location (other than normal help desk responses)
- g. Additional equipment or services without prior authorization

The replacement of State owned equipment that is stolen or destroyed, shall be the responsibility of the Telecommuter or his/her homeowners/renters insurance, up to the limits of such policy(s).

The University will pay for charges for business related telephone calls, Internet access and maintenance and repairs for University owned equipment. In order to be eligible for reimbursement, requests for reimbursable expenses must be submitted on a Travel Expense Claim form with supportive documentation including appropriate receipts, bills or other verification of the expense within thirty (30) days after the expense is incurred.

The Telecommuter agrees to surrender all University equipment and/ documents immediately upon request.

This agreement, unless as stated otherwise above, expires one year from the implementation date and must be renewed to continue participation in the University's telecommuting program. The employee understands the University Telecommuting Policy and agrees to abide by the terms as set forth in the policy and agreement, or in any policy superseding this policy that has been initiated through appropriate bargaining unit procedures.

Signed and Agreed by:	
Employee Signature	Date
Print Name	
Appropriate Administrator Signature	Date
Print Name	
Associate Vice President/Dean Signature	Date
Print Name	
Please email completed Telecommuter's Agreement Form to equal-employment@sjsu.edu for final approval by SAVP of University Personnel	
Approved: <input type="checkbox"/> Not Approved: <input type="checkbox"/>	
SAVP University Personnel Signature	Date
Print Name	

EMPLOYEE INFORMATION	
Name of Telecommuter:	Employee ID:
Name of Appropriate Administrator:	
Division/Department:	

Replacement of State owned equipment that is stolen or destroyed would be the responsibility of the Telecommuter's homeowners/renters insurance, up to the limits of such policy(s).

Replacement costs above personal policy limits will be the responsibility of San José State University. Department management shall determine if the telecommuter's insurance policy limits are sufficient to protect the resources of the department. See Administrator's Checklist for Telecommuters.

The following equipment is provided by the University:

Equipment Estimated Cost: _____ Equipment Actual Cost: _____

The following equipment is provided by the Telecommuter, who guarantees that it is compatible with University equipment:

Appropriate Administrator Signature:	Date:
Employee Signature:	Date:

The Telecommuter is responsible for ensuring a clean, safe and ergonomically sound home/off-site office as a condition for telecommuting. **An initial on-site work place hazards assessment of the home/off-site office may be deemed necessary.** All of the conditions below should be met and checked off. The Telecommuter should review this checklist with his/her Appropriate Administrator, and must sign it prior to the start of telecommuting:

Alternative Worksite Physical and Ergonomic Conditions
<input type="checkbox"/> The Telecommuter agrees to maintain a clearly defined workspace that is clean, free from distractions and obstructions, and is in ergonomically sound condition.
<input type="checkbox"/> The work area is adequately illuminated with lighting directed toward the site or behind the line of vision, not in front or above it.
<input type="checkbox"/> Supplies and equipment (both University and employee-owned) are in good condition.
<input type="checkbox"/> The area is well ventilated.
<input type="checkbox"/> Storage is organized to minimize risks of fire and spontaneous combustion.
<input type="checkbox"/> All extension cords have grounding conductors.
<input type="checkbox"/> Exposed or frayed wiring and cords are repaired or replaced immediately upon detection.
<input type="checkbox"/> Electrical enclosures (switches, outlets, receptacles and junction boxes) have tight fitting covers or plates.
<input type="checkbox"/> Surge protectors are used for computers, fax machines and printers.
<input type="checkbox"/> Desk, chair, computer and all other equipment used for telecommuting are of appropriate design and arranged to eliminate strain on all parts of the body.
<input type="checkbox"/> A user-friendly workstation and other resources for easy reference are ready at the alternative work site.
Emergency Preparedness
<input type="checkbox"/> Emergency phone numbers (hospital, fire, police) are posted near the workstation.
<input type="checkbox"/> A first aid kit is easily accessible and replenished as needed.
<input type="checkbox"/> Portable fire extinguishers are easily accessible and serviced as required by law.
<input type="checkbox"/> An earthquake preparedness kit is easily accessible and maintained in readiness.

By checking each box above and signing below, I certify that all safety conditions are met:

Name of Telecommuter: _____ Date: _____

Signature: _____

EMPLOYEE INFORMATION	
Name of Telecommuter:	Employee ID:
Name of Appropriate Administrator:	
Division/Department:	

The Administrator and Telecommuter agree to the following:

1. The employee has read the University's Telecommuting Policy.
2. The Appropriate Administrator has reviewed the telecommuting arrangement for the employee, and has approved that the employee may telecommute.
3. The Telecommuting Agreement has been explained to the Telecommuter, work hours and begin/end dates have been filled in, and both the employee and Appropriate Administrator have signed.
4. Equipment issued by the University has been documented on the Equipment List for Telecommuters form and the Telecommuter has verified that s/he has homeowners/renters insurance to cover equipment items in the event of damage, theft, or loss.
5. The Telecommuter's Home Safety Checklist form has been signed by the employee.
6. Performance expectations have been discussed and are clearly understood. Assignments and due dates are documented and on file with the Appropriate Administrator and employee.
7. Requirements for care of equipment assigned to the employee have been discussed and are clearly understood.
8. The employee is familiar with the University's requirements and techniques for computer information security. The Telecommuter agrees to protect 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.
9. Telephone contact procedures have been clearly defined and unit support staff have received information on how and when to reach the Telecommuter.

I certify that all conditions are met:

Appropriate Administrator Signature: _____ Date: _____

Employee Signature: _____ Date: _____