



## Telework Policy and Procedures

### I. Objective

To set forth the essential rules and criteria pursuant to which eligible staff and administrative employees provide guidance under which staff and administrative employees may be permitted to telework.

### II. Purpose

San Francisco State University (“SF State” or “University”) is a learning and living campus community dedicated to student success, by coming together in the same physical space to engage with, learn from, and support each other.

SF State supports telework when the campus determines that telework is operationally feasible and is in the best interest of the University and its mission. Telework arrangements may be considered for eligible positions as described below when there are opportunities for improved operational performance, or as part of a disaster recovery or emergency plan. SF State recognizes that with current technology, it is possible for some employees to perform a variety of duties and job functions from their residences, on the road, or other equipped sites (“telework site”).

SF State telework can benefit both the institution and the employee by supporting employee health and wellness, optimizing use of space, promoting sustainability, increasing employee satisfaction, improving employee performance, productivity and efficiency, providing more accommodation options for temporarily disabled employees, and enhancing competitiveness as an employer of choice. Telework is not an entitlement, it is not a University-wide benefit, and it in no way changes the terms and conditions of employment with SF State.

### III. Definitions

*Telework:* A flexible work arrangement that allows an employee to work at their residence or at another site for one or more days each week away from University campus and as part of their regular work schedule. As such, telework can include working from home for a short-term project or on the road during business travel. Except in extraordinary circumstances, telework arrangements will require the employee to work some days each week on campus. Full-time telework is permissible only when necessary and justified, and such arrangements must be approved by the President, in consultation with the respective Vice President and Human Resources.

*Teleworker:* An employee of the University who has been approved for alternate work arrangements, other than working 100% from a campus location. Teleworker must be an employee of SF State.

*Telework site:* an off-site work location where telework can be performed, normally in the employee’s residence or in another University-approved location. The off-site work location must conform to all requirements of SF State’s Home Safety Checklist.

*Appropriate Administrator:* As defined by the relevant collective bargaining agreement (“CBA”) for employees represented by a union or HEERA for non-represented employees.

#### **IV. Authority**

Telework arrangements under this program, and the terms thereof, are at the sole discretion of SF State and may be changed or terminated at any time. Participation in the University's Telework Program does not alter the rights or benefits provided under the employee's CBA. All teleworkers shall agree to comply with all applicable policies and procedures of the University and within the employee's department as if the teleworkers were working on-site.

#### **V. Telework Considerations**

The position description may make telework an option, but not an employee right nor entitlement.

The telework arrangement must support the office or department's goals, including productivity, cost effectiveness, and service to internal and external clients. The telework arrangement should be achieved without curtailing normal service hours; incurring overtime costs; impairing the unit's effectiveness in carrying out its mission or administrative function; placing undue burden on others in the unit, whether individual employees or supervisors/managers; or creating problems of safety, security or supervision.

The telework arrangement may be approved on an on-going basis or for a time-limited basis, and exceptions may be made to meet department and/or University needs. The telework arrangements will be subject to review on a quarterly basis, at minimum, and automatically terminate 12 months from the date of implementation.

The appropriate administrator should work with employees to determine the optimal combination of telework and on-site work that best fits the needs of the office/department, University, and the employee. A hybrid approach of on-site and telework is encouraged to create flexibility and meet the needs of the office/department, University, and teleworker.

An employee's participation in the telework program is entirely voluntary, except under emergency conditions that prohibit the employee's job from being performed physically at the University work location. In those instances where the University required an employee to telework due to emergency conditions, the University will provide reasonable equipment for the employee to carry out their job duties at a telework site.

The appropriate administrator may determine that the telework arrangement is no longer a viable option and may terminate the telework arrangement, after consultation with Human Resources. Telework arrangements made as part of a disability accommodation may not be terminated until after interactive process has taken place, and only after approval with the Disability Programs and Resources Center Director, in consultation with Human Resources.

Every effort will be made to provide 21 days' notice of any change to an employee's telework arrangement to accommodate commuting, childcare and other issues that may arise from the termination of a telework arrangement. There may be instances, however, when no notice is possible. Telework is not a substitute for dependent care or medical leave or caring for an ill family member. The teleworker is required to make arrangements to care for dependents or ill family members during the agreed upon work days/hours. Employees should contact Human Resources for information about leave options that may be available.

#### **VI. Eligibility/Eligible Positions**

Telework is not feasible for all positions and/or employees. In order to be eligible to telework, the duties of the position must be structured to be performed independently of others, with minimal need for support, and can be scheduled without impacting service quality, organizational operations and the mission of the University. Work outcomes must be clearly articulated and agreed upon in the telework agreement and reviewed quarterly as approved. The eligibility of a position for teleworking is determined by an appropriate administrator, approved by the respective Vice President, in consultation with Human Resources, and may

change depending on the campus or department's operational needs and educational mission.

*Job Characteristics* (generally suited for telework):

- Limited need for face-to-face communication and/or interaction with members of the campus community
- Minimal requirements for frequent access to hard copy files or special equipment
- Working independently with minimal supervision

*Teleworker Characteristics*

- Proven ability to perform
- Self-motivation, self-discipline, self-direction
- Above average skills in planning, managing time, organizing, and meeting clear standards and objectives.
- Ability to access the necessary programs, software and technology to complete job duties
- Must have a rating of satisfactory or above, or its equivalent, on most recent performance evaluation in all areas directly relevant to successful telework.

*Performance Standards*

- Must meet the same performance standards and professionalism expected of University employees at on-site work locations regarding job responsibilities, work productivity, communication, and interaction with members of the SF State community.

## **VII. Telework Schedule/Hours Worked**

The teleworker must maintain a consistent schedule of work hours and days, in accordance with the telework agreement to ensure regular and predictable contact with all SF State community members. A determination of flexibility in work hours and days where feasible given the person's job responsibilities may be made on a case-by-case basis and must be pre-approved by the appropriate administrator and stated in the participating employee's telework agreement.

For non-exempt employees, a specific work schedule will be stated in the Telework Agreement. Exceptions to the work schedule may be made when an employee's on-site presence is required for a University-related function or activity. The participating employee will remain flexible to their Appropriate Administrator and working arrangements when office functions require their on-site attendance.

Teleworkers who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked using SF State's time-keeping system. Hours worked in excess of those scheduled per day and per workweek require the advance approval of the teleworker's appropriate administrator. Failure to comply with this requirement may result in the immediate termination of the telework agreement.

The teleworker is responsible for recording vacation, sick or other leave as they would when working on-site at the University.

## **VIII. Communication**

The teleworker must remain accessible while participating in the telework program. The teleworker must maintain daily communication during the work days and hours specified in their telework agreement with their Appropriate Administrator. Daily communication must be maintained in the manner directed by the Appropriate Administrator, including the readily available technology ordinarily used in the workplace, such as laptop computer, mobile phone, email, network access, messaging application, videoconferencing with camera video on, instant messaging and/or text messaging at all times during the work days and hours identified above. The teleworker should establish and maintain effective communication and workflow among coworkers, appropriate administrator and customers or other constituents (e.g. students, faculty, etc).

The teleworker and the appropriate administrator should establish procedures for effective communication, including frequency of emails and other electronic communication and/or telephone contact. The teleworker must agree to be accessible by phone or electronically within a reasonable time period during the agreed upon work schedule.

Management will be responsible for holding virtual work meetings to facilitate communication, teambuilding, and workflow. However, telework agreements shall allow for management to occasionally require all employees to be physically present on campus.

## **IX. Equipment/Work Space/Safety**

The teleworker is responsible for establishing and maintaining an adequate and safe work environment, in accordance with SF State standards. The teleworker is responsible for ensuring the telework space is free of safety hazards and other dangers. SF State will provide the teleworker with a safety checklist that must be completed on an annual basis.

Any equipment, utility charge or internet access not provided by the University is the responsibility of the employee to procure/arrange and at the employee's sole expense, except as specifically provided in the Telework Agreement.

The University will provide any software required for the participating employee to perform their work duties. The participating employee agrees to comply with any licensing regulations and restrictions for all software under license to the University.

Any maintenance of SF State supplied equipment for Telework, including but not limited to hardware upgrades and software installation, must be performed by a SF State authorized person at a SF State work location. If directed by their immediate supervisor or appropriate administrator, a teleworker must bring University equipment to the designated SF State location. The University will repair or replace any damaged or lost SF State equipment, at its sole discretion, and so long as the teleworker has complied with the terms listed in the SF State Device End User Protocol and SF State Property Form. The teleworker is advised to contact their insurance agent for information regarding insurance coverage for University equipment entrusted to them for use at non-University work sites.

Teleworkers will be covered by the University's Workers Compensation Insurance Policy only for work-related injuries incurred during the normal course and scope of their employment and job duties, including only being covered during agreed upon work hours. Teleworkers must report any work-related injuries to their supervisor immediately, and in accordance with standard University protocols. The teleworker is liable for any injuries sustained by visitors to the teleworkers' residence.

The teleworker is responsible for establishing a work environment free of interruptions and distractions that would affect performance and professional workplace conduct.

## **X. Information Security**

Work performed on behalf of the University from the teleworker's residence or other workplace site is official University business. All records, documents, and correspondence (either on paper or in electronic form) must be provided to the University upon request by the teleworker's appropriate administrator and/or at the end of the telework agreement. The teleworker shall protect University information from unauthorized disclosure or damage and will comply with federal, state, and University rules, policies, and procedures. On request, all applicable rules, policies, and procedures shall be provided to the participating employee by their appropriate administrator.

Information classified under the CSU Data Classification Standard as "Level 1 – Confidential" or "Level 2 – Internal Use" must be stored on University designated information systems. Level 1 and/or Level 2 data should not be stored on remote devices. Any exception should be specifically approved in writing, in advance,

by the appropriate administrator, the campus Information Security Officer, and the Chief Information Officer. The University reserves the right to review and inspect any software and hardware used by the teleworker to access Level 1 or Level 2 data.

If the teleworker's job duties require access to campus via Virtual Private Network (VPN), the teleworker may be required to use campus-owned computer equipment, in order to protect the integrity of the campus network. Equipment used by the teleworker to connect via VPN must be reviewed by the Information Security Office and approved in writing by the Chief Information Officer.

Release or destruction of records should be done only in accordance with University records retention policy and procedures, and with the approval of the teleworker's appropriate administrator.

## **XI. Telework Limitations**

Employees participating in the telework program are expected to perform all telework within the State of California only. There are significant limitations and tax consequences for employees working outside of California, even if they remain within the United States. Except under exceptional circumstances as approved by the appropriate Vice President and Human Resources and the President, employees participating in the telework program must continue to reside in the State of California. The CSU is not able to deduct taxes other than those required in the state of California. Employees are encouraged to consult a tax professional if they have been approved to perform telework while residing outside of California.

*International work locations:* Permanent or long-term work assignments outside of the United States are prohibited. Short-term or temporary telework in locations outside of the United States must be approved by the teleworker's Appropriate Administrator after consultation with the Information Security Office and/or the Chief Information Officer.

*Compliance with tax laws:* the University is not responsible for substantiating an employee's claim to tax deductions for operating an office in the teleworker's residence. Teleworkers should consult a tax advisor.

*Operating costs/Off-site Maintenance costs:* The University is not responsible for operating costs, furniture, home maintenance, repair, property or liability insurance, or other incidental expenses (e.g., utilities, including telephone, internet, water, gas, electric, etc.; cleaning services, the off-site workspace location or use of the teleworker's residence. The University will not reimburse teleworkers for travel to campus from the teleworker's residence, or vice versa. The University will not reimburse the teleworker for the expense for any supplies that the University regularly provides when working at their on-site University work location. The teleworker may submit an advance written request for approval by their appropriate administrator for the purchase of any special supplies not available in the on-site work location.