

Purpose

The purpose of this guidance is to establish the parameters for temporary telecommuting work arrangements, for eligible personnel during the COVID-19 situation that prevents California State University, Dominguez Hills personnel from being physically present on-site to perform their responsibilities. The critical consideration is to ensure that the University maintains its ability to efficiently and effectively execute its core services in various work units, while protecting the health and safety of staff. The Emergency Telecommuting Guideline in place due to COVID-19 is not intended to replace any guidance under normal University business operations. These guidelines are subject to change and revised when necessary.

Definition

Emergency telecommuting is a temporary arrangement during an emergency situation such as a natural disaster, pandemic, epidemic, quarantine restrictions or other unforeseen circumstances, etc. where an employee must still fulfill their job responsibilities to ensure business continuity. Telecommuting allows employees to perform their normal job responsibilities in a non-traditional work space and to continue to get paid for those hours/days for which work was conducted remotely.

Authority

Government Code Sections 14200-14203 authorize every State Agency to incorporate telecommuting as a work option. The University has been delegated the authority to establish a telecommuting program within this authority. The President has delegated authority to the Office of Human Resources to administer the telecommute program.

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. 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 guidance applies to University employees who work a regularly-scheduled workday and whose work is determined to be necessary for the achievement of the University's mission-critical core work during an emergency. Telecommuting is neither an employee right nor an employee benefit; an employee is not entitled to telecommute. All positions are not suitable for telecommuting; therefore, a decision to permit an employee to telecommute is determined between the employee's Appropriate Administrator and the respective division Vice President. The telecommuting arrangement should focus specific work related criteria established by the employee's manager and approved by the appropriate Vice President.

This Guidance does not apply to employees in the intermittent job categories.

This Guidance does not apply to Unit 3 (California Faculty Association). Faculty Affairs is responsible for the coordination of policies and programs for employees in these respective bargaining units.

Guidelines

To ensure an effective, productive emergency telecommuting program, California State University, Dominguez Hills (“University”) establishes the following guidance guidelines:

1. **Work Standards for Emergency Telecommuters.** Employees (“Telecommuters”) who are authorized to perform work at off-site work locations must meet the same standards and professionalism expected of University employees at on-site work locations in terms of job responsibilities, work products, customer and public contact.
2. **Time Period and Termination of Emergency Telecommuting.** The COVID-19 Emergency Telecommuting Arrangement may be revoked by either the Appropriate Administrator or at the employee’s discretion at any time with written notice to the respective party.
 - a) **Termination by the Appropriate Administrator:**

An Appropriate Administrator may determine that it is no longer in the best interest of the University to continue the telecommuting arrangement. When so determined, the Appropriate Administrator will provide 5 day notice to the employee unless extenuating circumstances make such notice impracticable.
 - b) **Termination by the Employee:**

The Covid-19 Emergency Telecommuting opportunity is strictly voluntary. An employee may also seek to end the telecommuting arrangement if they are no longer able to perform the arrangement due to health restrictions/conditions or other unforeseen circumstances as determined under local, State, or Federal order or directive, or as determined by employee’s physician. When so determined, the Employee will provide 5 day notice to the Appropriate Administrator unless extenuating circumstances make such notice impracticable.
3. **Job Responsibilities.** The Telecommuter continues to be responsible for the performance of job responsibilities while telecommuting during this period.

The Telecommuter will meet or communicate with his/her Appropriate Administrator to receive assignments, review work progress, and complete work at predetermined intervals as necessary and 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 telecommuting as dictated by business needs.

4. **Telecommuter Accessibility.** Telecommuters must be accessible via one of the following telephone, fax, network access, text, email, and other online communication channels (such as Zoom) by their Appropriate

Administrator, co-workers and other employees during the Telecommuter's schedule. The Telecommuter is responsible to use existing equipment that is of their own. Special accommodations may be made by the University to loan personnel with laptops, cell phones, etc. on a case by case consideration and when available. The Telecommuter shall make arrangements acceptable with his/her Appropriate Administrator with regard to a method for receiving/recording work-related telephone messages.

5. **Compliance with University Policies.** Telecommuters shall comply with all applicable federal and state laws, CSU and campus policies and procedures.
6. **Covid-19 Emergency 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. A Telecommuter's work schedule may be either on a part-time or full-time basis. 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 where office functions require their attendance.
7. **Telecommuter's Responsibility.** Network connectivity, if required, is the responsibility of the employee, at the employee's expense. Any agreements for the University to provide equipment, software, and/or Internet access will be documented by the Appropriate Administrator. The employee agrees to abide by the licensing regulations and restrictions for all software under license to the University. A Telecommuter is responsible for providing for any personal devices used for University business, including, appropriate security and virus protection, comparable to that provided for on-campus computers, including a firewall.
8. **Indemnity Waiver.** The University does not assume responsibility for any private property used, lost or damaged as a result of the telecommuting with the exception of damage resulting from University-owned equipment that has been documented as defective and documented as causing the damage. The University is also not responsible for reimbursing the employee for wear and/or repair.
9. **Office Supplies.** The University may reimburse Telecommuters for the expense for supplies with prior written approval by his/her Appropriate Administrator.
10. **Right to Inspect and Off-Site Maintenance Costs.** 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. The Telecommuter is responsible to ensure that safe working conditions exist. Consequently, the Telecommuter shall notify the Appropriate Administrator immediately 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.
11. **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. Remote options may be available in the event the Telecommuter is unable to come to the University.
12. **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.

13. **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, visual private network connections, etc.) once they have completed University-related activities or when the asset is left unattended. The Telecommuter shall report immediately to their immediate supervisor any lost and/or stolen University related data on personal or University devices.
14. **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.
15. **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.
16. **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.
17. **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.