



Santos Manuel Student Union Telecommuting Program

I. Policy

- a. Telecommuting allows employees to work from a satellite location to complete their work. The Santos Manuel Student Union (SMSU) considers telecommuting to be a viable, flexible work option when both the employee and the job are suited to such an arrangement.
- b. The Santos Manuel Student Union will provide the opportunity to telecommute one day a week beginning March 1, 2022 through June 3, 2022.
- c. The Telecommuting Agreements would end on June 3, 2022, the start of the 4/10 schedule.
- d. Telecommuting is only feasible for those whose job duties can be performed away from campus. Telecommuting agreements are voluntary and can be implemented only in instances in which a department's appropriate administrator has determined that the nature of the job duties of a particular position can be performed successfully outside the traditional office setting without undue impact on SMSU/RW operations.
- e. Employees who are interested in participating in the SMSU Telecommuting Program are to work with their manager to ensure that there is no significant disruption of programs and services to students, faculty, and staff. Management will be responsible for presenting the telecommuting request to the Executive Director for approval. All telecommuting agreements must be approved by the Executive Director to be considered valid.
- f. The SMSU recognizes the significant value of in-person on-site engagement and any telecommuting agreement will not compromise the SMSU's charge to the campus community.
- g. Employees are not entitled to telecommuting. Telecommuting arrangements may be revoked by management at any time.

II. Eligibility

- a. Before entering into any telecommuting agreement, the employee and manager, with the assistance of the human resource department, will evaluate the suitability of such an arrangement.
 - i. HR Manager will review the job description in consultation with the Executive Director to determine eligibility.
 - ii. Employees are responsible for maintaining a safe working environment should they choose to request a telecommuting agreement.
 - iii. Employees can only telecommute from locations in which their current salary is above the minimum wage in that location. Employees are not allowed to telecommute from locations outside of the state of California due to tax and other legal implications.

III. Procedures

- a. All telecommuting agreements will be provided through Human Resources and final approval will be at the sole discretion of the Executive Director.
- b. Telecommuting Schedule: For non-exempt employees, a specific work schedule will be stated in the Telecommuting Agreement. Exceptions to the work schedule may be made when an employee's on-site presence is required for a campus-related function or activity.



- c. Employee will request a telecommuting agreement from their manager. HR and the Executive Director will evaluate the request and decide based on the individual's job description and performance. The request will include the manager's expectations of the employee and dates requested for telecommuting.
- d. Management is responsible for assessing telecommuting performance regularly in consultation with the Shared Services Coordinator and HR Manager.
- e. HR Manager will be responsible for collecting all telecommuting agreements and filing them in the employee's personnel record.

IV. Equipment

- a. On a case-by-case basis, The SMSU will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, and other office equipment) for each telecommuting arrangement. The SMSU/RW has limited financial resources and may not be able to provide additional equipment to telecommute. If the employee does not have the equipment readily available, telecommuting may not be available to them. SMSU will do all it can to provide the necessary resources but cannot guarantee that resources will be available. The HR Manager and Operating Systems Analyst will serve as resources in this matter.
- b. Equipment supplied by the organization will be maintained by the organization. Equipment supplied by the employee, if deemed appropriate by the organization, will be maintained by the employee.
- c. The SMSU accepts no responsibility for damage or repairs to employee-owned equipment. SMSU reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the organization is to be used for business purposes only.
- d. The telecommuter must sign an inventory of all property received and agree to take appropriate action to protect the items from damage or theft.
- e. The employee will establish an appropriate work environment within their home for work purposes. The SMSU will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space.
- f. Employee must complete and sign the "Telecommuter Home Safety Checklist" to telecommute.

V. Safety

- a. Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. The SMSU will provide each telecommuter with a safety checklist that must be completed. Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties are normally covered by the company's workers' compensation policy. Telecommuting employees are responsible for notifying the employer of such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to his or her home worksite.

VI. Time Worked

- a. Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked using Paylocity.
- b. Hours worked in excess of those scheduled per day and per workweek require the advance approval of the telecommuter's Manager.
- c. Failure to comply with this requirement may result in the immediate termination of the telecommuting agreement.



- d. Participating employee's salary and benefits shall not change as a result of participating in the campus Telecommuting Program.
- e. Requirements and the procedure for requesting sick leave, vacation, and other leaves will not change while the Telecommuting Agreement is in effect.

VII. Ad Hoc Arrangements

- a. Temporary telecommuting arrangements may be approved for circumstances such as inclement weather, special projects or business travel or at the discretion of the SMSU Executive Director or their designee. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.
- b. All informal telecommuting arrangements are made on a case-by-case basis, focusing first on the business needs of the organization. These requests must be approved by the Executive Director or their designee.

Approved SMSU BOD 02.10.22



Appendix A: Telecommuting Agreement

Both the Santos Manuel Student Union of California State University, San Bernardino (“Corporation”) and the Employee (“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 Corporation requires the employee to telecommute in the case of emergency business need.

Telecommuters who are authorized to perform work at off-site work locations must meet the same work standards and professionalism as is expected of Corporation employees at onsite work locations in terms of job responsibilities, work performance, work product, work deadlines, and customer and public contact. The Telecommuter also agrees to abide by all applicable policies and procedures of the Corporation and University or within the employee’s department.

This Temporary Telecommuting Agreement (Agreement) should be used when management has determined that an employee is eligible for the Corporation Telecommuting policy.

This Agreement is between Corporation and _____ (“you” or “Telecommuter”), and must be signed and approved by the Executive Director.

Once telecommuting has ended either by Corporation or you, if additional telecommuting is deemed appropriate by management, a new Telecommuting Agreement must be prepared and signed. Note that having successfully engaged in temporary telecommuting pursuant to this Agreement does not require management to agree to any additional telecommuting.

1. The Corporation and you agree that you will temporarily telecommute on the following schedule: the following day of the week _____, from _____. You understand that this agreement to permit you to telecommute is a temporary measure only. Accordingly, Corporation may alter this schedule or end the temporary telecommuting agreement at any time at its sole discretion.
2. You agree to maintain a presence with your department while temporarily telecommuting. Presence may be maintained in the manner and using the technology directed by the Department that remains readily available, such as by laptop computer, mobile phone, email, messaging application, videoconferencing, instant messaging and/or text messaging at all times during the times the Department expects or requires you to work. You are expected to maintain the same response times as if you were at Regular Corporation Work Location. You will make yourself available to attend scheduled work meetings in person as requested or required by the Department.
3. This temporary telecommuting arrangement will begin on _____ and will end no later than _____ unless it is altered or terminated at any time as described in paragraphs listed above. While temporarily telecommuting, you will work just as if you were in your Regular Work Location and maintain productivity, performance, communication and responsiveness standards as if you were not temporarily telecommuting. This Agreement does not change the basic terms and conditions of your employment with Corporation. You will perform all of your duties as set forth in your job description, as well as those additional and/or different duties that the Department may assign from time to time. Further, you remain obligated to comply with all Corporation policies and procedures.
4. If you are a non-exempt employee, you are not to work overtime without prior approval from your appropriate manager, and you are required to take your rest and meal breaks. You are required to notify your manager within one business day if you believe you were unable to take a rest or meal break on a day on which you telecommuted.
5. All injuries incurred by you during hours you are working and all illnesses that are job-related must be reported promptly to the Corporation’s Human Resources. Additional information concerning the Corporation’s worker’s compensation process can be obtained from the Human Resource Manager.
6. Telecommuter agrees to abide by the licensing regulations and restrictions for all software under license to Corporation and California State University, San Bernardino. Telecommuter agrees to protect Corporation information from unauthorized disclosure or damage and will comply with federal, state, and Corporation rules, policies, and procedures



regarding disclosure of public and official records. The corporation will not be liable for damage to Telecommuter's property that may result from participating in the telecommuting program. Telecommuter hereby waives all rights to pursue legal action for such damage.

- 7. All benefits and the process to make leave requests must be followed and must be approved in advance by your direct supervisor. The Operating Systems Analyst is responsible for maintenance and repairs for Corporation owned equipment.
- 8. The Telecommuter agrees to surrender all Corporation equipment and/ documents immediately upon request.
- 9. By signing this form, you certify that you understand the Corporation's Telecommuting Policy and that you agree to abide by the terms as set forth in the policy and agreement.
- 10. Any employee who violates this agreement may be subject to discipline, up to and including dismissal. We agree to abide by the terms and conditions of this agreement. A copy of the agreement shall be placed in the employee's official personnel file.

Telecommuter Information

Employee Name: _____ Employee ID: _____

Classification: _____ Department: _____

Telecommuting Site address: _____

Work Email: _____ Phone #: _____

Telecommuting Start date: _____ End date (if applicable): _____

Signed and Agreed by:

Printed Name	Signature	Date

Associate Director:

Printed Name	Signature	Date

Director:

Printed Name	Signature	Date

Executive Director:

Printed Name	Signature	Date



Appendix B: Telecommuter's Home Safety Checklist

The Telecommuter is responsible for ensuring a clean, safe, and ergonomically sound home/offsite office as a condition for telecommuting. An initial on-site workplace hazards assessment of the home/off-site office may be deemed necessary. All the conditions below should be met and checked off and are the sole responsibility of the Telecommuter. The Telecommuter should review this checklist with their manager and Human Resources, and must sign it prior to the start of telecommuting:

Alternate Work Location Physical and Ergonomic Conditions

- The Telecommuter agrees to maintain a clearly defined workspace that is clean, free from distractions and obstructions, and is in ergonomically sound condition arranged to work most efficiently and safely.
- The work area is adequately illuminated with lighting directed toward the site or behind the line of vision, not in front or above it. Supplies and equipment (both University and employee-owned) are in good condition.
- The area is well ventilated.
- Storage is organized to minimize risks of fire and spontaneous combustion.
- All extension cords have grounding conductors and do not connect to another extension cord.
- Exposed or frayed wiring and cords are repaired or replaced immediately upon detection.
- Electrical enclosures (switches, outlets, receptacles, and junction boxes) have tight fitting covers or plates.
- Surge protectors are used for computer equipment.
- 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.
- Heavy items are securely placed on sturdy stands close to walls.

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

Employee Signature

Date

