

## CSUMB Voluntary Remote Work Program

### **I. Purpose**

- A. Strategic Plan: California State University, Monterey Bay’s (“CSUMB” or “University”) 2019-2024 strategic plan includes organizational learning as one of its priorities. “The essence of a university is the creation and dissemination of knowledge. That dynamic principle can be applied to its own internal processes. Organizational Learning is how we assure that we learn from our internal processes and apply those lessons to continually improve them across the university.” In Organizational Learning, three of the bullet points support remote work options: (1) Identify revenue options, funding models and staffing plans to support sustainable growth; (2) Support a culture of continuous improvement by assessing, evaluating and improving all business practices; and (3) Leverage university resources to create innovative solutions that increase institutional effectiveness and sustainability. Voluntary remote work arrangements can optimize staffing opportunities, decrease the need for parking and office facilities, reduce energy used for transportation, and decrease traffic congestion, hazards, air pollution, and effective continuation of business as part of a disaster recovery or emergency plan.
- B. CSUMB supports remote work when it is operationally feasible, supports the educational mission, and is in the University’s best interest. Remote work is not an entitlement or a universal benefit for all employees. Individual remote work agreements, and the terms thereof, are at the sole discretion of CSUMB and may be changed or revoked at any time.
- C. CSUMB recognizes the significant value of in-person on-site engagement. Accordingly, in the vast majority of cases, remote work arrangements may include full-time work from a remote work site. Work arrangements may also include CSUMB-determined on-site obligation.
- D. Emergency Business Needs or Disaster Recovery: CSUMB may require remote work as part of a disaster recovery or emergency conditions that prohibit the employee’s job from being performed physically at the University work location. In those instances where the University requires an employee to work remotely due to emergency or disaster recovery conditions, the University will provide reasonable equipment for the employee to carry out their job duties through remote work at a remote work site. What is “reasonable equipment” shall be at the sole discretion of the Appropriate Administrator. The University will also notify the employee’s union as soon as practicably possible.

### **II. Program Overview**

- A. Oversight and Implementation: The Associate Vice President for Human Resources is responsible for overseeing and implementing the CSUMB Voluntary Remote Work Program (“Program”) and Voluntary Remote Work Agreement (“Agreement”). Questions should be directed to [HumanResources@csumb.edu](mailto:HumanResources@csumb.edu).
- B. Applicability: This program is applicable only to CSUMB employees. It does not apply to

auxiliary employees. Participation is on a voluntary basis, other than as part of disaster recovery or emergency plan.

### C. Definitions

1. *Appropriate Administrator*: This term shall be defined by the relevant CBA for employees represented by a union or by HEERA for non-represented employees.
2. *Flexible Work Schedule*: A flexible work schedule is an alternative to the traditional 8 to 5, 40-hour work week. In a flexible work schedule, employees work with their Appropriate Administrator to develop a set work schedule in which arrival and/or departure times vary from a traditional one. Flexible work schedules must have prior approval from an Appropriate Administrator, must occur in accordance with the regular/flex schedules section below, - must prioritize operational effectiveness and comply with the applicable Collective Bargaining Agreement, federal and state laws, and CSU and CSUMB policies.
3. *Designated Work Schedule*: A written schedule approved by their Appropriate Administrator that documents the hours that the employee will work each week, whether on a flexible work schedule or traditional but remote work schedule. A flexible work schedule is defined as an alternative to the traditional 8 to 5, 40-hour work week. It allows employees to vary their arrival and/or departure times within a predetermined schedule established with the approval of the Appropriate Administrator. The work schedule shall comply with FLSA regulations, and employees may be required to adhere to specific core hours or attend other specific meetings and events. While working remotely, employees may be required to attend meetings, training sessions, and conferences, even if they occur during hours that are outside of their established schedules. Likewise, employees may request deviations from their Designated Work Schedules. The Appropriate Administrator will make final decisions about work schedules in accordance with the work unit's responsibilities.
4. *Participating Employee or Employee*: the CSUMB staff, non-instructional faculty or MPP who is hired to work, or is working, remotely under the Agreement.
5. *Remote work*: The performance of the assigned duties and responsibilities of an employee's position at a location away from CSUMB, and within the State of California, unless otherwise approved by the Appropriate Administrator, for all or part of the work week.
6. *Remote work site*: an off-site work location which has been pre-approved by the University. The off-site work location must conform to all the requirements of the Home Safety Checklist in Appendix.
7. *Work Week*: From 12:00 a.m. on Sunday to 11:59 p.m. on Saturday.

### III. Implementation

To ensure an effective, productive Program, CSUMB establishes the following:

A. Determination and Preparing for Remote Work

1. Positions Suitable for Remote Work: Remote work is not feasible for all positions and/or employees. The job responsibilities of the Participating Employee, as set forth in the position description, must be of a nature in which face-to-face interaction with members of the campus community is minimal or may be scheduled to permit remote work. The Participating Employee must also be able to access the necessary programs, software, and technology to complete their job duties. Participating Employee must be self-motivated; their job responsibilities must have minimal requirements for face-to-face daily supervision; they must have demonstrated conscientious observance of work hours and productivity requirements; and they must have received a rating of satisfactory or above, or its equivalent, on their most recent performance evaluation in all areas directly relevant to successful remote work. Employees may be hired and perform work pursuant to this program; such employees will be subject to these standards.
2. Performance Standards for Employees Participating in a Program: Employees who are authorized by their Appropriate Administrator to perform work at a remote work site 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 CSUMB community.
3. Expectations: The Appropriate Administrator and employee must discuss and establish expectations for work to be performed while working remotely. This should include mutual understanding about when employees need to be online; how employees should be reachable; appropriate timelines for responsiveness; and availability for meetings, trainings, and other work events during the designated work schedule hours. The Appropriate Administrator and employee shall formulate objectives, expected results, and procedures to review work completed while the employee is working remotely. The Appropriate Administrator will monitor and evaluate performance by relying more heavily on work results rather than direct observation. The Appropriate Administrator and employee should meet at regular intervals to review the employee's work performance.
4. Remote Work Schedule: The Participating Employee must maintain a consistent schedule of work hours and days, in accordance to this Agreement, to ensure regular and consistent contact with all CSUMB 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 Agreement.
5. Request and Approval for Remote Work: No CSUMB employee is entitled to participate in the Program. Remote work is voluntary and approved by the Appropriate Administrator when the campus determines that remote work is operationally feasible and is in its best interest. An employee who wants to participate in the Program must

submit a written request to their Appropriate Administrator. No remote work may be performed before an Agreement is fully executed.

B. Equipment, Supplies and Remote Work Environment

1. University-Owned Property: The Appropriate Administrator, after consultation with the Participating Employee, will determine the university-owned equipment, records and materials (“property”) needed to work remotely. The Participating Employee agrees to provide a secure location for University-owned property, and will not use, or allow others to use, such property for purposes other than University business. All property, including Intellectual Property, provided, produced or obtained through the University remains University property. Prior to removing any University issued property from campus, the Participating Employee must receive Appropriate Administrator approval and complete an Asset Management Form. Participating Employee agrees to take needed action to protect the items from damage or theft; and also agrees to return all University property to campus at the end of this Agreement or as requested by their Appropriate Administrator.
2. Non-University Property and Designated Workspace: The University will not provide off-site workspace furniture, printers, scanners, fax machines, copiers, mobile devices, internet, office supplies, or reimbursement for utilities or internet costs for Participating Employees, and all of these items and expenses are the responsibility of the employee to procure/arrange and at the employee’s sole expense. The University will not be responsible for costs associated with the setup or maintenance of an employee’s remote work environment. This includes, but is not limited to, costs such as remodeling, furniture or lighting, repairs or modifications to the employee’s office space, and costs such as residential utility costs, cleaning services, property or liability insurance. The Appropriate Administrator may authorize use of office supplies that the Participating Employee will be responsible to pick up at the University. In the event that there is an emergency need or disaster recovery need for remote work (see section I.D. above), this paragraph shall not apply.
3. Safety of Equipment and Remote Work Site: The University does not have the ability to safeguard off-site locations, and Participating Employees are responsible for University issued equipment as described in the CSUMB Device End-User Protocol and CSUMB Property Form. Participating Employees should ensure that their remote workspace is healthy, safe and free of hazards, including but not limited to eliminating fire, trip and electrical hazards; ensuring that electrical cords are in good condition and utilize sufficient outlets; maintaining adequate temperature, ventilation and lighting; and working from stable computer workstations that meet ergonomic requirements.
4. Damages to Property: The University shall have no responsibility for any private property that may be used, lost, or damaged as a result of remote work. For University-owned equipment that has been documented as defective or that has been determined to have caused the damage, the University, in its sole discretion, will repair or replace the University-owned equipment. The University shall have no responsibility to

reimburse the Participating Employee for any wear and/or repair of non-University property, even if such property is used by the employee in connection with this Agreement.

5. Software/Hardware: 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 CSUMB-supplied equipment for remote work, including but not limited to hardware upgrades and software installation, must be performed by a CSUMB-authorized person. If directed by their Appropriate Administrator, a Participating Employee must bring University equipment to a designated CSUMB location. The University will repair or replace any damaged or lost CSUMB equipment, at its sole discretion, and so long as the Participating Employee has complied with the terms listed in the CSUMB Device End-User Protocol, software licensing, and CSUMB Property Form, attached in Appendix.

### C. Approval and Termination Process

1. Pre-approval is required. Prior to commencing work remotely,
  - a. The Appropriate Administrator will complete and submit to Human Resources a (1) Work Schedule and (2) an updated Position Description (“PD”) that identifies which duties will be performed at the University’s on-site work location and which will be performed at the remote work site.
  - b. The Employee, Appropriate Administrator, and the AVP for Human Resources will sign the University’s Agreement (“Agreement”), which will include the PD and a copy of the CSUMB Program. A copy of the Agreement will be placed in the Participating Employee’s personnel (action) file.
2. Termination of Remote Work:
  - a. The Appropriate Administrator or the employee may terminate the Agreement at any time for any reason upon twenty-one (21) calendar days’ written notice to the participating Employee. In the event of emergency business needs or disaster recovery, the Appropriate Administrator may terminate this Agreement immediately.
  - b. Agreements are subject to review by the Appropriate Administrator on a quarterly basis, at minimum, and automatically terminate 12 months from the date of implementation; unless an extension is signed.
  - c. Any extension must comply with the approval process set out in Program.
  - d. The decision of the Appropriate Administrator to deny an employee’s request to participate in, or extend participation in, the Program rests solely with the

Appropriate Administrator.

D. Expectations While Remotely Working

1. Job Responsibilities: The Participating Employee will continue to be expected to perform all job responsibilities while working remotely in accordance with the Program and Agreement. The Participating Employee will meet or communicate with their Appropriate Administrator to receive assignments, review work progress, and complete work as the Appropriate Administrator directs. The Appropriate Administrator shall formulate objectives, expectations, for managing work productivity-while the employee is working remotely.
2. Unforeseen Circumstances: The Participating Employee agrees to promptly notify their Appropriate Administrator when unable to perform work assignments due to equipment failure or other unforeseen circumstances. The Participating Employee may be assigned to a project and/or work location that may necessitate immediate modification of the Agreement.
3. Availability: The Participating Employee must maintain daily communication during the workdays and hours specified in their Agreement with their Appropriate Administrator, Supervisor and/or Lead. Daily communication must be maintained in the manner directed by their Department's Appropriate Administrator, including by means of readily available technology ordinarily used in the workplace, such as by laptop computer, email, network access, messaging application, videoconferencing with camera video on, instant messaging at all times during the designated work schedule.
4. Technical Support: Regular campus help desk support will be provided to Participating Employees who use university equipment. Participating Employees may be required to bring University-owned equipment to campus. University-owned assets shall only be serviced by CSUMB IT. The University will not provide specialized technical support for non-University equipment.

E. Confidentiality and Security

1. Restricted-Access Materials: The Participating Employee 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 in writing by the Appropriate Administrator and the campus Information Security Officer (ISO).
2. Information Security: Work performed on behalf of the University from the Participating Employee's off-site workplace 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 Participating Employee's Appropriate Administrator and/or at the end of the Agreement. The Participating Employee shall protect University information from unauthorized disclosure or

damage and will comply with federal, state, CSU and University rules, policies and procedures.

3. Level 1 and 2 Data: Information classified under the CSU Data Classification Standard as “Level 1 – Confidential” or “Level 2 - Internal Use” must be password protected and encrypted if stored on a device at a non-University location that is used to perform work on behalf of the University. Storage of Level 1 and/or Level 2 data must be specifically approved in writing, in advance, by the appropriate Administrator, the campus Information Security Officer, and the Chief Information Officer. The campus reserves the right to review and inspect any software and hardware used by the Participating Employee to access Level 1 or Level 2 data.
4. VPN: If the Participating Employee’s job activities require access to campus via Virtual Private Network (VPN), the Participating Employee may be required to use campus-owned computer equipment, in order to protect the integrity of the campus network. Equipment used by the Participating Employee to connect via VPN must be reviewed by the Information Security Office and approved in writing by the Chief Information Officer (“CIO”).
5. Records Retention and Destruction: Release or destruction of records should be done only in accordance with University records retention policy and procedure, and with the approval of the Participating Employee’s Appropriate Administrator.
6. Links to the CSU Data Classification Standard, the Records Retention Policy, Information software licensing policy, the Device end User Protocol, and the Information Security Policy are listed in Appendix to this policy.

#### F. Other Terms and Conditions of Employment

1. Salary and Benefits: The Participating Employee's salary and benefits will be based on the employee's official CSUMB position and shall not change as a result of participating in the University’s Program. All employees are required to take rest and meal breaks in compliance with any applicable employment laws and Collective Bargaining Agreements. Employees shall notify their Appropriate Administrator within one business day if they believe they were unable to take a rest or meal break on a day on which they worked remotely.
2. Overtime: A FLSA non-exempt Participating Employee shall not work overtime without prior written approval from their Appropriate Administrator. If the Participating 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 Participating Employee’s failure to obtain prior approval for overtime work may result in termination of the Agreement.
3. Leaves and Time Reporting: All employees will be required to accurately report time

and attendance by using CSUMB's absence management system. If employees are sick and unable to work in their remote work location, they are required to report those absences through the same process as they would use in a traditional workplace setting. All use of vacation, sick leave, or any other type of leave is in accordance with applicable laws, policies, procedures, and any applicable Collective Bargaining Agreement.

4. Travel to/from CSUMB: Participating Employees working remotely will not be paid or reimbursed for time, parking, or mileage involved in travel between the remote worksite and their primary worksite (campus). All other travel expenses shall be in accordance with CSU and CSUMB policies.
5. No Dependent or Medical Care: Remote work is not a substitute for dependent care or medical leave or caring for a family or household member. An employee working pursuant to an Agreement is required to make arrangements to care for dependents or family/household members during the designated work schedule hours.
6. Worker's Compensation: During work hours and while performing work functions, employees who are working remotely are covered by Worker's Compensation. Employees should report work related injuries immediately in accordance with Worker's Compensation reporting requirements. Employees are liable for any injuries sustained by visitors to their remote worksite.
7. Right to Inspect and Off-Site Maintenance Costs: The University is not responsible for operating costs, home maintenance, property or liability insurance, or other expenses (utilities, cleaning services, etc.) associated with remote work, or the Remote work Site. The Participating Employee is responsible to ensure that safe working conditions exist, including without limitation by ensuring conformity with the Remote work Home Safety Checklist. The University shall have the right to make on-site inspection of any remote work site, with 24-hour notice advance written notice or at other mutually agreed-upon times. If an alleged work-injury occurs at the remote work site, the University shall have the right to make on-site inspections promptly after receiving notice of the alleged work-injury.
8. Compliance: All employees must comply with federal and state laws, CSU and CSUMB policies and procedures.
9. Working Remotely Legal and Tax Implications: Employees working remotely are solely responsible for any tax or legal implications under IRS or state and local government laws related to working remotely. The University will not provide tax guidance nor will the University assume any additional tax liabilities due to an employee working remotely. Employees are encouraged to consult with a qualified tax professional to discuss any potential income tax implications.



## APPENDICES

- A. HOME SAFETY CHECKLIST (Link)
- B. REMOTE WORK AGREEMENT
- C. CSU IT Policies and Standards ( <https://csumb.edu/it/information-security> )
  - i. CSUMB PROPERTY FORM (<https://csumb.edu/finance/property-department> )
- D. CSU Policies
  - i. CSU DATA CLASSIFICATIONS STANDARDS ([https://edit.csumb.edu/sites/default/files/uploads/zgstG8qzSAyuLfU4NKDT\\_Data%20Classification.pdf](https://edit.csumb.edu/sites/default/files/uploads/zgstG8qzSAyuLfU4NKDT_Data%20Classification.pdf))
  - ii. RECORDS RETENTION POLICY (<https://calstate.policystat.com/policy/6594392/latest/> )
  - iii. INFORMATION SECURITY POLICY (<https://calstate.policystat.com/policy/6607275/latest/> )