

APC / CSU MEMORANDUM OF UNDERSTANDING
SYSTEMWIDE TELECOMMUTING PROGRAM

The California State University (“CSU”) and the Academic Professionals of California (“APC” or “the Union”) agree as follows:

Introduction

1. In an effort to streamline the meet and confer process, campuses may opt into the attached Telecommuting Program (“Telecommuting Program”), Appendix A. When campuses opt in, the Chancellor’s office will inform the Union, in writing, at least seventy-two (72) hours prior to the start date of a campus adopting the Telecommuting Program.
2. If a campus uses the attached Telecommuting Program, no meet and confer is needed with the Union. However, if a campus creates a program that differs from or modifies the attached Program, the campus may, subject to the requirement of the Higher Education Employer-Employee Relations Act, need to meet and confer with the Union.

This MOU will not supersede existing campus agreements governing telecommuting unless the campus opts into this Telecommuting Program.

Telecommuting Program (Appendix A)

3. Disaster recovery or emergency plan shall mean a bona fide emergency. Examples of a bona fide emergency include, but are not limited to fire, flood, power outage, earthquake or other natural disaster.
4. Employees may occasionally telecommute from a location other than the site they designate on their Telecommuter Information Agreement with approval from their Appropriate Administrator.

The University will provide at least seven (7) days’ notice before altering a Telecommuting Agreement (e.g., changing the days an employee on a hybrid schedule has to work on campus).

5. During a bona fide emergency, or as part of an emergency plan the University shall waive the requirements on the Home Safety Checklist until the employee is able to obtain the items on the Checklist.
6. Employees are only required to attest to having an operational fire extinguisher readily available at the worksite.

7. During a bona fide emergency an employee's overall performance evaluation shall not be considered at all in the implementation of a Telecommuting Agreement.
8. Except in the case of a bona fide emergency, the University shall have the right to inspect an employee's work location only after providing at least twenty-four (24) hours' notice, in writing, to the employee.
9. The duties enumerated on the Telecommuting Work Performance Expectations form shall be derived from an employee's position description. The location at which the duties shall be performed may only be altered, in writing, after consultation with the affected employee and after having provided seven (7) days' notice of the change to the employee.

General Provisions

10. The Union may request to reopen negotiations over this systemwide Telecommuting Program if any other represented group signs an MOU for a systemwide Telecommuting Program containing an enhanced benefit, and/or improved term and condition of employment (e.g., reimbursement for telecommuting expenses). Unless the Parties agree otherwise those negotiations shall be limited to the enhanced benefit, and/or term and condition of employment.
11. The parties agree that they have fully satisfied their obligation to meet and confer over the Program, Telecommuter Information Agreement/Telecommuting Agreement, Telecommuting Work Performance Expectations, and Home Safety Checklist.
12. If the CSU modifies this Telecommuting Program, it shall fulfill any affirmative notice and obligation as required by HEERA and the CBA.
13. This MOU does not alter or abridge the rights and obligations contained in the Collective Bargaining Agreements between the CSU and the Union.
14. Disputes alleging a violation, misinterpretation or misapplication of this MOU shall be subject to the grievance procedure in the CBA between the CSU and the Union.

For APC:

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Cal Poly Pomona Telecommuting Program

I. Introduction

- A. California State University (“CSU”) supports telecommuting when the campus determines that telecommuting is operationally feasible and is in its best interest. Such instances for telecommuting work arrangements may be considered when there are opportunities for improved operational performance, or as part of a disaster recovery or emergency plan. CSU recognizes that with current technology, it is possible for some employees to perform a variety of duties and job functions from their residences or other equipped sites (“Telecommuting Site”). This Telecommuting Program is designed for the campus’s immediate use. Any changes to the program may require notice to the appropriate union(s) and an opportunity to meet and confer on impacts within the scope of representation.
- B. CSU recognizes that telecommuting is only feasible for those job duties that can be performed away from campus. In that regard, most 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 an undue impact on campus operations and the CSU’s educational mission. Appropriate Administrators and Departments should carefully review the advantages and disadvantages before offering a telecommuting agreement.
- C. Employees who are authorized to telecommute must submit a telecommuting agreement. The telecommuting agreement should identify, in advance, what assignments or tasks are appropriate to be performed at the telecommuting site. The employee should understand the expectations and essentials for participating in a successful telecommuting program. Participating employees shall only telecommute from within the State of California unless specifically authorized by the President and permitted by CSU policy.
- D. Participation in the campus Telecommuting Program does not alter the rights or benefits provided under the employee’s collective bargaining agreement (“CBA”) between the California State University and the employees’ unions.
- E. The University recognizes the significant value of in-person on-site engagement. Accordingly, telecommuting may be full time or part time as determined by the appropriate administrator. Even full-time telecommuting assignments likely will include some on-site obligations. Participating employees will normally be provided 48 hours’ notice of return to campus for an on-site obligation except by mutual agreement or in case of unavoidable circumstances.

- F. Telecommuting agreements under this program are at the sole discretion of the campus and may be changed or revoked in accordance with this program.
- G. Except as expressly set out below for Emergency Business Needs, telecommuting arrangements do not create any additional obligations upon the campus to provide equipment or workspace to the telecommuting employee. Those obligations are based upon the on-site status of the employee only.

II. Program

The Senior Associate Vice President for Employee and Organizational Development and Advancement (EODA)/HR Operations, is responsible for overseeing and implementing the campus's Telecommuting Program. Questions should be directed to the Office of Employee/Labor Relations & Compliance at elr@cpp.edu.

A. Applicability

Campus employees are eligible to participate in the Telecommuting Program. Participation is on a voluntary basis other than as part of an emergency plan.

B. Definitions

1. Appropriate Administrator: as defined by the relevant CBA for employees represented by a union or HEERA for non-represented employees.
2. Telecommuting: the performance of the assigned duties and responsibilities of an employee's position in a space specifically set aside as an office, typically in the employee's residence (home office), on a regular basis.
3. Telecommuting Site: an off-site work location where telecommuting can be performed, normally in the employee's residence or in another University-approved location. The off-site work location must conform to all the requirements of the Home Safety Checklist.

C. Implementation

To ensure an effective, productive telecommuting program, CSU establishes the following guidelines for implementation:

1. Positions Suitable for Telecommuting: Telecommuting is not feasible for all positions and/or employees. The job responsibilities of the participating employee, as determined by their Appropriate Administrator, 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 telecommuting. The participating employee must also be able to

access the necessary programs, software, and technology to complete their job duties. A participating employee must be self-motivated, their job responsibilities must have minimal requirements for face-to-face daily supervision, and they must have received a rating of satisfactory or above, or its equivalent, on their most recent performance evaluation (if applicable) in all areas directly relevant to successful telecommuting. Employees with an overall rating below satisfactory, or its equivalent, on their most recent performance evaluation shall not be eligible to participate in the University's Telecommuting Program.

2. **Performance Standards for Employees Participating in a Telecommuting Program:** Participating employees who are authorized by their Appropriate Administrator to perform work at the Telecommuting Site must meet the same performance standards and professionalism expected of campus employees at on-site work locations regarding job responsibilities, work productivity, communication, and interaction with members of the campus community.
3. **Request and Approval for Telecommuting:** No employee is entitled to participate in the campus Telecommuting Program. Telecommuting is voluntary and approved upon mutual agreement between the employee and Appropriate Administrator when the campus determines that telecommuting is operationally feasible and is in its best interest. An employee who wants to participate in Telecommuting must submit a written request to their Appropriate Administrator. The decision of the Appropriate Administrator to deny an employee's request to participate in Telecommuting is not subject to appeal.
4. **Telecommuting Agreement:** A participating employee shall sign the campus Telecommuting Agreement. (Attachment A) Telecommuting agreements can be for any duration as determined by the Appropriate Administrator. If applicable, within 45 days prior to the expiration of the Telecommuting Agreement, the employee may request a renewal. If approved, the Appropriate Administrator will attach a position description and denote which duties shall be performed at the participating employee's campus on-site work location and which shall be performed at the Telecommuting Site. The Appropriate Administrator will submit the Telecommuting Agreement and attachments to Employee and Organizational Development and Advancement (EODA)/HR Operations for review prior to authorization and implementation of the Telecommuting Agreement. The Telecommuting Agreement shall be considered included by reference in the Position Description for the employee.
5. **Employee and Organizational Development and Advancement (EODA)/HR Operations** shall maintain copies of all Telecommuting Agreements currently in effect. A copy of the Telecommuting Agreement will be placed in the participating employee's personnel file.
6. **Termination of Telecommuting:** The Appropriate Administrator or participating employee may terminate the Telecommuting Agreement at any time for any reason upon twenty-one (21) calendar days' (or less by mutual agreement) written notice to the

participating employee or Appropriate Administrator. The Appropriate Administrator may review Telecommuting Agreements as needed.

7. **Job Responsibilities:** The participating employee will continue to be expected to perform all job responsibilities while telecommuting in accordance with the telecommuting arrangement. 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, and procedures for evaluating work productivity while the employee is telecommuting.

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 telecommuting agreement.

8. **Compliance with CSU and Campus Policies:** All participating employees shall agree to comply with all applicable policies and procedures of the CSU, the campus, and within the employee's department as if they were working on-site.
9. **Accessibility while participating in Telecommuting:** The participating employee must maintain daily communication during the workdays and hours specified in their Telecommuting Agreement with their Department's Appropriate Administrator. 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 at all times during the workday and hours identified in the Telecommuting Agreement.
10. **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.

Nothing in this provision abridges the employee's rights under the Collective Bargaining Agreement.

11. **Equipment, Supplies, and Designated Workspace:** The participating employee is responsible for assuring that their Telecommuting Site complies with health and safety requirements. Any equipment, furniture, utility charge or internet access not provided by the campus is the responsibility of the employee to procure/arrange and at the employee's sole expense, unless agreed to as described below. An employee may use personal electronic devices for university business with mutual agreement.

The Appropriate Administrator shall identify if additional equipment or supplies

are necessary for the assignment. A participating employee who needs additional equipment or supplies to telecommute must discuss the issue with their Appropriate Administrator. If additional equipment or supplies are deemed necessary by the Appropriate Administrator, then the Appropriate Administrator may:

- A. provide the necessary equipment or supplies; or
- B. authorize the participating employee's expenditure and subsequent reimbursement for the necessary equipment or supplies; or
- C. provide an alternate work location that has the necessary supplies and equipment.

Necessary equipment or supplies may include internet and wireless expenses. If a participating employee's expenditure is authorized, appropriate documentation may be required. Equipment or supplies reimbursed by the campus shall be the property of the campus and shall be used for business purposes.

The campus 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 CSU and campus.

Any maintenance of campus-supplied equipment for Telecommuting, including but not limited to hardware upgrades and software installation, must be performed by a campus-authorized person at a campus work location. If directed by their Appropriate Administrator, a participating employee must bring campus equipment to the designated campus location. The campus will repair or replace any damaged or lost campus equipment, at its sole discretion.

A participating employee, with the approval of their Appropriate Administrator, may submit a written request that the campus 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 Appropriate Administrator and the divisional Vice President or other designee.

The campus does not have the ability to safeguard off-site locations, and participating employees are responsible for campus issued equipment. The participating employee is advised to contact their insurance agent for information regarding insurance coverage for campus equipment entrusted to them for use at non-campus work sites.

12. Technical Support: Regular campus help desk support will be provided to participating employees, as it is provided to all employees. Participating employees are required to bring campus-owned equipment to campus if necessary. Campus-owned assets shall not be serviced anywhere other than by campus IT. The campus will not provide technical support for non-campus equipment.

13. **Restricted-Access Materials:** The participating employee shall not copy, place on another computer, or delete restricted-access materials that are at the campus 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).
14. **Information Security:** Work performed on behalf of the campus from the participating employee's off-site workplace is official campus business. All records, documents, and correspondence (either on paper or in electronic form) must be provided to the campus upon request by the participating employee's Appropriate Administrator and/or at the end of the Telecommuting Agreement. The participating employee shall protect campus information from unauthorized disclosure or damage and will comply with federal, state, and CSU, campus and department 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 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. The CSU Data Classification Standard is listed as an Appendix to this program.

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.

Release or destruction of records should be done only in accordance with campus records retention policy and procedure, and with the approval of the participating employee's Appropriate Administrator.

15. **Indemnity Waiver:** The University shall have no responsibility for any private property that may be used, lost or damaged as a result of Telecommuting with the exception of damage caused by University-owned equipment that has been documented as defective and documented as having caused the damage.
16. **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 telecommuting, or the Telecommuting Site.

The participating employee is responsible to ensure that safe working conditions exist, including without limitation by ensuring conformity with the Telecommuting Home Safety Checklist. Consequently, if an alleged work-related injury occurs, the University shall have the right to promptly make on-site inspection of any Telecommuting Site, with advance written notice or at other mutually agreed-upon times.

17. **Benefits, Leave Requests Unchanged:** The participating employee's salary and benefits shall not change as a result of participating in the campus Telecommuting Program. Participating employees are not eligible to receive a reimbursement for travel mileage to attend work related activities at the campus on-site work location. Requirements and the procedure for requesting sick leave, vacation and other leaves will not change while the Telecommuting Agreement is in effect.
18. **No Dependent or Medical Care:** Telecommuting is not a substitute for dependent care or medical leave or caring for an ill family member. A participating employee working pursuant to a Telecommuting Agreement is required to make arrangements to care for dependents or ill family members during the agreed upon workdays/hours.
19. **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. All overtime must be authorized and assigned by the Appropriate Administrator.
20. **Legal and Tax Implications:** The participating employee shall be responsible for considering and addressing any personal income tax issues relating to any Telecommuting Agreement, including without limitation issues relating to the employee's ability to deduct expenses related to telecommuting.

Cal Poly Pomona Telecommuting Program – Appendix: CSU Data Classification Standards¹

This document describes the three levels of data classification that the University has adopted regarding the level of security placed on the particular types of Information Assets. The three levels described below are meant to be illustrative, and the list of examples of the types of data contained below is not exhaustive. Please note that this classification standard is not intended to be used to determine eligibility of requests for information under the California Public Records Act or HEERA. These requests should be forwarded to CPP Risk Management at riskmanagement@cpp.edu for analysis.

Classification Description: Level 1 - Confidential

Access, storage, and transmissions of Level 1 - Confidential information are subject to restrictions as described in this document. Information may be classified as confidential based on criteria including but not limited to:

- Disclosure exemptions - Information maintained by the University that is exempt from disclosure under the provisions of the California Public Records Act or other applicable state or federal laws.
- Severe risk - Information whose unauthorized use, access, disclosure, acquisition, modification, loss, or deletion could result in severe damage to the CSU, its students, employees, or customers. Financial loss, damage to the CSU's reputation, and legal action could occur.
- Limited use - Information intended solely for use within the CSU and limited to those with a "business need-to know."
- Legal Obligations - Information for which disclosure to persons outside of the University is governed by specific standards and controls designed to protect the information.

Examples of Level 1 – Confidential information include but are not limited to:

- Passwords or credentials that grant access to Level 1 and Level 2 data
- PINs (Personal Identification Numbers)
- Birth date combined with last four digits of SSN and name
- Credit card numbers with cardholder name
- Tax ID with name
- Driver's license number, state identification card, and other forms of national or international identification (such as passports, visas, etc.) in combination with name
- Social Security number and name
- Health insurance information

Cal Poly Pomona Telecommuting Program – Appendix: CSU Data Classification Standards¹

- Medical records related to an individual
- Psychological Counseling records related to an individual
- Bank account or debit card information in combination with any required security code, access code, or password that would permit access to an individual's financial account
- Biometric information
- Electronic or digitized signatures
- Private key (digital certificate)
- Law enforcement personnel records
- Criminal background check results

a. Classification Description: Level 2 – Internal Use

Access, storage, and transmissions of Level 2 - Internal Use information are subject to restrictions as described in this document. Information may be classified as "internal use" based on criteria including but not limited to:

- Sensitivity - Information which must be protected due to proprietary, ethical, contractual or privacy considerations.
- Moderate risk - Information which may not be specifically protected by statute, regulations, or other legal obligations or mandates but for which unauthorized use, access, disclosure, acquisition, modification, loss, or deletion of could cause financial loss, damage to the CSU's reputation, violate an individual's privacy rights, or make legal action necessary.

Examples of Level 2 – Internal Use information include but are not limited to:

- Identity Validation Keys (name with)
 - Birth date (full: mm-dd-yy)
 - Birth date (partial: mm-dd only)
- Photo (taken for identification purposes)
- Student Information-Educational Records not defined as "directory" information, typically:
 - Grades

Cal Poly Pomona Telecommuting Program – Appendix: CSU Data Classification Standards¹

- Courses taken
- Schedule
- Test Scores
- Advising records
- Educational services received
- Disciplinary actions
- Student photo
- Library circulation information.
- Trade secrets or intellectual property such as research activities
- Location of critical assets
- Location of Level 1 or Level 2 Data
- Licensed software
- Vulnerability/security information related to a campus or system
- Campus attorney-client communications
- Employee Information
 - Employee net salary
 - Home address
 - Personal telephone numbers
 - Personal email address
 - Payment History
 - Employee evaluations
 - Pre-employment background investigations

Cal Poly Pomona Telecommuting Program – Appendix: CSU Data Classification Standards¹

- Mother's maiden name
- Race and ethnicity
- Parents' and other family members' names
- Birthplace (City, State, Country)
- Gender
- Marital Status
- Physical description
- Other