

Memorandum of Understanding
San Francisco State University
And
Academic Professionals of California
Telework Policy
July 7, 2021

This Agreement (“Agreement”) is entered into between the Board of Trustees of the California State University through its San Francisco State University campus (“SFSU”) and the Academic Professionals of California (“APC”), all of whom are designated collectively as the parties to this Agreement, regarding the Telework Policy (“Policy”). Notice was provided to APC on September 23, 2021. The parties met and conferred and corresponded by email.

As a result of the meetings the parties agree as follows:

1. Bargaining unit members may request Telework arrangements consistent with the Policy. The University shall respond to any such request within ten (10) business days of the request being made.
2. San Francisco State agrees bargaining unit members may use office supplies that the University regularly provides employees when working at their on-site University work location. This may include an ergonomic keyboard, ergonomic mouse, and other ergonomic supplies to use while telecommuting pursuant to the Policy. This excludes furniture and other large items, including but not limited to chairs and desks. Pursuant to provision IX of the Policy, the Appropriate Administrator shall document any equipment provided to the bargaining unit member.
3. San Francisco State agrees that bargaining unit members participating in the Telework program under the Policy shall be normally given twenty-one (21) days’ notice prior to any change of their Telework agreement, unless extenuating circumstances make such notice impracticable. This notice period may be waived by mutual agreement.
4. San Francisco State shall endeavor to give forty-eight (48) hours’ notice to Telework employees prior to being asked to return to campus for an onsite obligation, unless extenuating circumstances make such notice impracticable. This notice period may be waived by mutual agreement.
5. San Francisco State agrees a Telework site is an off-site work location where Telework can be performed, normally in the employee’s residence. The off-site work location must conform to all the requirements of the Telework Policy, CSU Systemwide Policies and the Telework Home Safety Checklist.

6. Normal Telework distance shall mean that an employee can respond to campus as scheduled pursuant to Article 28 of the CBA or as required by the terms of this policy.
7. During a bona fide emergency San Francisco State shall waive the requirements of the Teleworker's Home Safety Checklist for a reasonable amount of time until the employee is able to obtain the items on the Checklist.
8. Bargaining Unit employees are only required to attest to having an operational fire extinguisher readily available at the worksite.
9. The parties agree that the Systemwide Out-of-State Employment Policy (HR 2021-04 shall be the controlling policy related to Out-of-State Employment at San Francisco State
10. If an alleged work-related injury occurs, the University shall reserve/have the right to promptly make on-site inspection of any Telework Site for the purposes of investigating the alleged work-related injury.
11. Unless there is a business necessity or emergency, SFSU will provide at least 24 hours' written notice of any such inspections.
12. Bargaining unit employees participating in the Telework program under the Policy shall abide by Article 30 ("Outside and Additional Employment") of the CBA.
13. San Francisco State agrees to comply with Article 18 of the CBA, when conducting performance evaluations for bargaining unit members under the Policy.
14. This Agreement does not establish a precedent at San Francisco State, or any other campus within the California State University.
15. San Francisco State understands that any change to the Policy, within the scope of negotiation under the Higher Education Employer-Employee Relations Act (HEERA), may require notice to APC and be subject to impact bargaining.
16. APC acknowledges that the University has fully satisfied its obligation to meet and confer regarding the above referenced issue. This Agreement does not alter or abridge the rights and obligations contained in the January 31, 2018 - June 30, 2022, Collective Bargaining Agreement between the Parties.

For APC:

Cynthia Brown

Cynthia Brown
Labor Relations Representative
APC

Jul 11, 2022

Date

For San Francisco State University:

Ingrid C. Williams

Dr. Ingrid Williams
AVP Human Resources
San Francisco State University

Jul 11, 2022

Date

Theresa A. Pollard

Theresa Pollard
Director of Labor and Employee Relations
San Francisco State University

Jul 11, 2022

Date

For the California State University:

Guillermo Santucci

Guillermo Santucci
Manager, Systemwide Labor Relations
CSU Office of the Chancellor

Jul 11, 2022

Date

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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.



TELEWORKER'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 Appropriate Administrator, 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.
-
- Supplies and equipment (both University and employee-owned) are in good condition.
-
- 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.

Emergency Preparedness

- Emergency phone numbers (9 1 1, fire, police) are posted near the workstation.
- A first aid kit is easily accessible and replenished as needed.
- There is a working smoke detector in the workspace area.
- Portable fire extinguishers are easily accessible and serviced as required by law.
- An earthquake preparedness kit is easily accessible and maintained in readiness.

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

Employee Signature

Date

Signature: Cynthia Brown
Cynthia Brown (Jul 11, 2022 12:34 PDT)
Email: cbrown@apc1002.org

Signature: *Theresa Pollard*
Email: tapollard@sfsu.edu

Signature: *Ingrid C. Williams*
Email: icwilliams@sfsu.edu

Signature: 
Guillermo Santucci (Jul 11, 2022 11:51 PDT)
Email: gsantucci@calstate.edu