

POLICY CONCERNING FLEXIBLE WORK ARRANGEMENTS

PURPOSE

ASI is committed to helping its employees balance the competing demands of work, family, and personal obligations by offering a variety of flexible work arrangements. These arrangements provide employees with increased flexibility with their work schedule and/or work locations while allowing ASI to maintain a progressive and productive work environment.

The following policy is intended to provide guidance for the implementation and execution of flexible work arrangements for eligible ASI employees. As defined under this policy, such arrangements present potential benefits for both ASI and its employees, including increased productivity, enhanced employee recruitment and retention, reduced demand for office space, decreased operating costs, improved environmental sustainability efforts, better crisis response, and enhanced work-life balance.

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WHO SHOULD KNOW THIS POLICY

- | | |
|--|--|
| <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Budget Area Administrators <input checked="" type="checkbox"/> Management Personnel <input checked="" type="checkbox"/> Supervisors <input type="checkbox"/> Elected/Appointed Officers | <ul style="list-style-type: none"> <input type="checkbox"/> Volunteers <input type="checkbox"/> Grant Recipients <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Students |
|--|--|

DEFINITIONS

For purpose of this policy, the terms used are defined as follows:

Terms	Definitions
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Alternative Work Schedules	A work schedule that deviates from the standard work schedule or the normal department work schedule
Compressed Workweek	An alternative work schedule that allows employees to work a 40-hour workweek in less than five workdays, or an 80-hour pay period in less than ten workdays
Core Hours	A specific span of hours during the day when a group of employees in a department are expected to be at work. The department supervisor determines core hours
Employee	A full-time or part-time ASI staff member
Flextime	An alternative work schedule that allows employees with the approval of their supervisors to choose their arrival and departure times during a flexible time that includes core hours
Hybrid Work	A flexible work arrangement where employees regularly perform part of their work off-site and perform part of their work on-site on at least a weekly basis. Expectations and considerations must be documented in a Hybrid Work Agreement
Off-Site	A work location that is not on-site, i.e., that is not on ASI or CSUF property
On-Site	A work location on ASI property, whether licensed, leased, or owned. On-site does not include an employee's residence.
Primary Worksite	The typical location where ASI expects the employee's work to take place
Remote Work	A flexible work arrangement where the employee's primary worksite is off-site. The primary worksite is off-site if the documented expectation involves less-than-weekly on-site work (for example, once or twice per month). Expectations and considerations must be documented in a Remote Work Agreement. Work-related travel is not considered Remote Work.
Standard Work Schedule	The days and hours that a unit typically expects an employee to be working. The standard work schedule for ASI is eight hours per day on five consecutive days, generally: <ul style="list-style-type: none"> • 8:00 a.m. to 5:00 p.m. with a one-hour unpaid meal period, or • 8:00 a.m. to 4:30 p.m. with a 30-minute unpaid meal period, or • 8:30 a.m. to 5:00 p.m. with a 30-minute unpaid meal period
Standard Workweek	The standard workweek is midnight Sunday morning (12:00:01 a.m.) to midnight the following Saturday.
Supervisor	The ASI management personnel to whom an employee has a direct reporting relationship
Telecommuter	An employee who has fully executed a Hybrid Work Agreement or a Remote Work Agreement authorizing them to work at an off-site work location.

STANDARDS

1. FLEXIBLE WORK ARRANGEMENTS

ASI offers three types of flexible work arrangements: alternative work schedules, hybrid work, and remote work. These options can be combined (for example, an employee could request to work an alternative work schedule on a hybrid or remote basis).

a. ALTERNATIVE WORK SCHEDULES

Alternative work schedules include flextime options and compressed workweek options. The options below are examples and can be adjusted or combined.

- **FLEXTIME OPTIONS**
 - Daily Flex
 - The employee's work schedule has set start and end times that differ from the Standard Work Schedule. For example, the employee works from 7:00 a.m. to 4:00 p.m. with a one-hour unpaid meal period.
 - Day-of-the-Week Flex
 - The employee's work schedule is flexed on a pre-established day of the week. For example, the employee works Monday – Thursday from 8:00am to 5:00pm and Friday from 7:00am – 4:00pm

- **COMPRESSED WORKWEEK OPTIONS**
 - A compressed workweek is an alternative work schedule that allows employees to work a 40-hour workweek in less than five workdays or work an 80-hour pay period in less than ten workdays.
 - 9/80 Schedule
 - The employee works 80 hours for a bi-weekly period in nine days instead of ten days. For example, the employee works Monday – Friday from 7:00 a.m. – 5:00 p.m. one week and Monday – Thursday from 7:00 a.m. to 5:00 the following week with Friday off.

- **IMPLEMENTATION FOR NON-EXEMPT EMPLOYEES**

The implementation of the compressed work week option will not be immediate. The timeline of the implementation will be determined based on creation of procedures for overtime rules, shift differential, pay schedules, paid time off (PTO), holidays, leaves of absence, and current business demand.

Implementation of a compressed workweek option for non-exempt employees must be conducted in compliance with the California Industrial Welfare Commission Order No. 4-2001, which in part requires adoption of a compressed workweek by at least a two-thirds (2/3) vote of the affected employees voting in a secret ballot election. Otherwise, the compressed workweek option is only available to exempt employees pursuant to the Fair Labor Standards Act.

b. HYBRID WORK

Hybrid work is a flexible work arrangement where employees regularly perform part of their work off-site and part of their work on-site on at least a weekly basis. Expectations and considerations must be documented in a Hybrid Work Agreement.

c. REMOTE WORK

Remote work is a flexible work arrangement where the employee's primary worksite is off-site. The primary worksite is considered off-site if the documented expectation involves less-than-weekly on-site work (for example: once or twice monthly). Expectations and considerations must be documented in a Remote Work Agreement.

For purposes of this policy, work-related travel is not considered Remote Work.

2. ELIGIBILITY CRITERIA

Flexible work arrangements are not appropriate for all employees or positions and are not a universal right or benefit. A decision to permit a flexible work arrangement is determined between the employee's

supervisor, the Human Resources Director and the Executive Director and is based on specific work-related criteria, including:

- The nature of the employee's essential duties and responsibilities as documented in the employee's approved Position Description
- The operational needs of the employee's department
- A department's ability to maintain the quality and timeliness of its services to members of the university community and public, if applicable
- The performance and productivity of the employee
- The employee must not have had discipline in the past 12 months
- The employee's successful completion of their probationary period
- The employee's attendance record and ability to work independently

Unless initially hired as a hybrid or remote worker, employees who have not completed their probationary period or who have received disciplinary or corrective action within the preceding twelve (12) months are not eligible for flexible work arrangements.

a. ELIGIBILITY FOR HYBRID/REMOTE WORK

Hybrid and/or remote work is not suitable for all positions and employees. Telecommuters must be self-motivated, their job responsibilities must have minimal requirements for face-to-face daily supervision, and they must have demonstrated conscientious observance of work hours and productivity requirements. The job responsibilities of a Telecommuter must be of a nature in which face-to-face interaction with students, co-workers, or the public is minimal and/or may be scheduled to permit teleconferencing.

Eligibility for hybrid/remote work may also be extended to permanently or temporarily disabled employees as a reasonable accommodation provision.

3. APPROVAL PROCESS

ASI must approve any flexible work arrangement as provided below. An employee who wants to participate in a flexible work arrangement must review this policy, complete the applicable agreement, and submit it to their supervisor for review and approval. The supervisor shall consider all relevant factors regarding the request, including but not limited to the eligibility factors stated above.

a. FLEXIBLE WORK ARRANGEMENT AGREEMENTS

An employee must complete and sign the appropriate agreement based on the type of flexible work arrangement requested. These include the following:

- Alternative Work Schedule Agreement
- Hybrid Work Agreement
- Remote Work Agreement

Employees and their supervisors should review this policy, the applicable agreement, and any related resources available on Dayforce, including the "Key Considerations" documents, the "Do's and Don'ts" documents, and "Tips for Remote Working." The employee and their supervisor should review the feasibility of the proposed work arrangement and discuss potential options.

With respect to Hybrid and Remote Work Agreements, the employee's supervisor shall attach an updated position description and denote, where appropriate, which duties will be performed at the on-site work location, and which will be performed off-site.

The supervisor shall submit the completed agreement and any attachments to the Human Resources Director for review. The Human Resources Director will check the agreement for compliance with this policy and make a recommendation to the Executive Director for final approval. Supervisors shall not commit to or agree to a flexible work arrangement until all approvals have been obtained.

The appropriate agreement must be fully executed by the employee and their supervisor prior to implementation. Supervisors are responsible for setting work expectations, regularly communicating with

employees about their performance, and determining whether the flexible work arrangement is meeting the needs of the organization. Employees are responsible for adhering to the terms of their flexible work arrangement agreement. Human Resources will maintain copies of all agreements currently in effect.

4. WORK STANDARDS

Employees participating in a flexible work arrangement must meet the same standards and professionalism expected of ASI employees working standard work schedules at on-site work locations in terms of job responsibilities, productivity, quality of work, and customer service.

a. CONDITIONS OF EMPLOYMENT

All duties, responsibilities and conditions of employment remain the same for those who participate in a flexible work arrangement. Employee salary, retirement, benefits, and worker's compensation will not change. The use of sick leave, vacation, or other leave must be preapproved by the employee's supervisor in the same manner as when working a standard work schedule on-site.

b. JOB RESPONSIBILITIES

Employees participating in a flexible work arrangement will remain obligated to perform all job responsibilities in accordance with their approved Position Description. Participating employees will meet or communicate with their supervisors to receive assignments, review work progress, and complete work as directed. The supervisor shall formulate objectives, expectations, and procedures for evaluating work productivity while the employee is participating in a flexible work arrangement.

Telecommuters agree to promptly notify their supervisors when unable to perform work assignments due to equipment failure or other unforeseen circumstances. Depending upon the circumstances, a participating employee may be assigned to a project and/or work location that may necessitate suspension or termination of a hybrid work or remote work arrangement.

c. WORK SCHEDULE

An employee participating in a flexible work arrangement must maintain a consistent schedule of workdays and hours in accordance with the terms of the respective Agreement to ensure regular and predictable contact with all members of ASI and the CSUF community.

For non-exempt employees, a specific work schedule will be stated in their respective Agreement to facilitate the identification and proper payment of overtime, if incurred.

d. ACCESSIBILITY

Employees participating in a flexible work arrangement must be as accessible as their standard work schedule counterparts during their agreed-upon work schedules, regardless of work location.

Telecommuters in particular must maintain daily communication with their supervisors during the workdays and hours specified in their Hybrid Work or Remote Work Agreement. They must be accessible via telephone, fax, network access, e-mail, messaging application, teleconferencing or other forms of communication as determined by their supervisor.

e. COMPLIANCE WITH POLICIES

All employees participating in a flexible work arrangement shall comply with all applicable policies and procedures of ASI and of the employee's department, regardless of their primary work site.

f. DEPENDENT OR MEDICAL CARE

Hybrid and remote work arrangements are not substitutes for dependent care, medical leave, or caring for an ill family member. Telecommuters must arrange for dependent care during the agreed upon work hours.

Requirements and the procedure for requesting sick, vacation, and other leaves will not change while the flexible work arrangement is in effect.

g. OVERTIME

Non-exempt employees participating in a flexible work arrangement shall not work overtime without the prior written approval of their supervisor. If the employee works overtime that has been approved in advance, compensation will be provided in accordance with eligibility guidelines and applicable laws and policies.

A non-exempt Telecommuter's failure to obtain prior approval for overtime work may result in disciplinary action and the termination of the Hybrid Work or Remote Work Agreement.

h. OTHER JOBS

Hybrid and remote work arrangements are not intended to allow employees to work other jobs or operate their own businesses. Employees found engaging in other outside work and/or operating their own businesses during ASI's standard work schedule, or during their approved modified work schedule, may have their flexible work arrangement terminated and/or be subject to disciplinary action, up to and including termination of employment.

5. DESIGNATED WORKSPACE FOR HYBRID/REMOTE WORK

Telecommuters must establish an appropriate work environment within their off-site work location that is quiet, free of distractions, and kept in a clean, professional, and safe condition, with adequate lighting and ventilation. An initial workplace hazards assessment of the off-site location may be deemed necessary at ASI's sole discretion.

Telecommuters should not hold business visits or in-person meetings at their off-site work location unless approved by their supervisor or unless they are conducting official ASI business while traveling.

a. HEALTH AND SAFETY

Telecommuters are responsible for ensuring that their off-site work locations comply with health and safety requirements and must so certify as part of their agreement. A "Telecommuters Safety Checklist" must be completed and signed by the employee before telecommuting privileges are granted. ASI may deny an employee the opportunity to telecommute or may rescind a Hybrid or Remote Work Agreement based on safety considerations.

b. ERGONOMICS

Telecommuters are solely responsible for the configuration of their off-site workspaces. This includes ensuring and maintaining an ergonomically appropriate and safe remote worksite. Employees must review the [Simple Ergonomic Strategies for Working from Home. Employees](#) will utilize these resources for the purpose of assessing and maintaining their remote worksite in a safe and ergonomically appropriate manner.

Employees who do not have or are not able to provide themselves with an ergonomically appropriate place to work should not telecommute and should work instead on campus.

c. INJURY/ACCIDENT REPORTING

If a telecommuter incurs a work-related injury at their off-site work location, workers' compensation laws and rules apply just as they would if such an injury occurred on-site. Employees must notify their supervisors immediately and complete all necessary documents regarding the injury as well as any other documents requested by Human Resources.

d. RIGHT TO INSPECT

Since an off-site work location is an extension of ASI workspace, ASI's liability for job-related accidents will continue to exist during the approved work schedule and in the employee's designated work location. Workers' compensation laws and rules will apply. Accordingly, ASI will have the right to make on-site inspections of the work location, including home workspace with advance written notice or at other mutually agreed-upon times.

e. OUT-OF-STATE WORKSPACES

Out-of-state workspaces are not permitted for hybrid or remote work. Out-of-state employment has additional considerations related to taxation, reporting and applicability of local jurisdiction employment laws that ASI does not have the resources to support. The use of international locations is prohibited.

f. INDEMNITY WAIVER

ASI does not assume responsibility for any private property used, lost, or damaged as a result of Hybrid or Remote Work. ASI is also not responsible for reimbursing the employee for wear and/or repair related to use of an off-site workspace.

6. FINANCIAL RESPONSIBILITY FOR OFFSITE WORK LOCATIONS

Typically, employees will have only one worksite equipped at ASI's expense. That is, if an employee works off-site (i.e., three or more workdays per week), ASI will provide appropriate equipment for the off-site work location only. If an employee works predominantly on-site (i.e., three or more workdays per week), ASI will provide appropriate equipment for the on-site work location only.

a. OFFICE EQUIPMENT

For office equipment that will be used off-site, ASI will only provide the equipment documented in the employee's Hybrid or Remote Work Agreement. All other office equipment is the employee's responsibility. The Hybrid or Remote Work Agreement must include a listing of ASI-owned equipment, furniture, specialized material, and other such items to be used at an off-site work location prior to moving or installing these items at the off-site work location.

Since ASI does not have the ability to safeguard off-site locations, Telecommuters are responsible for ASI equipment used at an off-site work location if such equipment is lost, damaged, destroyed, or stolen. Telecommuters are advised to consult with their insurance agents for information regarding insurance coverage for ASI equipment entrusted to them for use at their chosen off-site work locations.

All office equipment provided by or paid for by ASI is ASI property and must be returned by the employee to ASI upon ASI's request, upon termination of the agreement, or upon the employee's separation from ASI employment.

b. OFFICE FURNITURE

ASI will not provide off-site office furniture for part-time telecommuters unless ASI requires the employee to telecommute. A full-time telecommuter, with the approval of their supervisor, may submit a written request that ASI provide off-site office furniture, with the reasons such furniture is needed. The provision of off-site furniture is not guaranteed and must be approved by the Executive Director.

c. OFFICE SUPPLIES

ASI will not reimburse telecommuters for the expense of office supplies that the employee can readily obtain from their regular on-site work location. Telecommuters may submit a written request for the purchase of any special supplies needed in the performance of their job duties that are not available from the on-site work location. All such requests are subject to approval by the employee's supervisor.

d. OFF-SITE MAINTENANCE COSTS

Unless ASI requires an employee to telecommute, ASI is not responsible for operating costs, home maintenance, property or liability insurance, or other incidental expenses associated with the telecommuter's off-site workspace or use of the telecommuter's home.

e. TRAVEL EXPENSES

Telecommuters may be required to report to their onsite location for meetings, events, and other situations deemed necessary by their supervisors. This is considered commute time, and telecommuters are not eligible to receive reimbursement for this travel.

Telecommuters may be required to report to work at an off-site location that is different than their primary worksite (e.g., conferences, workshops, off-campus business meetings, etc.). In that case, employees may be reimbursed for travel expenses. Reimbursement will be limited to the reimbursable travel expenses from the employee's primary worksite or from their department's on-site location, whichever is less.

f. LEGAL AND TAX IMPLICATIONS

The employee is responsible for addressing and resolving any questions about the employee's ability to deduct expenses related to a Hybrid Work or Remote Work Agreement. The tax implications of utilizing a home office are the responsibility of the employee.

7. INFORMATION TECHNOLOGY FOR TELECOMMUTERS SECTION

In most instances, a Telecommuter will provide and pay for their own IT equipment. Any arrangements for ASI to provide equipment must be documented in the approved Hybrid Work or Remote Work Agreement.

a. EQUIPMENT AND SOFTWARE NEEDS

Internet connectivity is the responsibility of the telecommuter, at the telecommuter's expense, and must be verified by ASI as being of sufficient speed and quality for the employee to participate fully in videoconferences.

ASI shall provide any software required for the telecommuter to perform their work duties. The use of ASI-provided software and data supplies at an off-site work location is limited to the authorized employee and is authorized for purposes related to ASI business only. Employees may not use ASI-provided equipment or use or duplicate ASI software for personal use or allow non-ASI personnel to use it. Telecommuters shall comply with all computer software licensing agreements, ASI and CSUF policy, and federal laws, including copyright and patent laws.

Software provided by ASI remains the property of ASI. Upon termination of a Hybrid Work or Remote Work Agreement, termination of employment, or when requested by their supervisor, employees will immediately return all ASI-owned software, or guarantee to erase ASI software on their personal computers.

b. TECHNICAL SUPPORT

Regular ASI help desk support will be provided to telecommuters, as it is provided to all employees. Telecommuters that need help desk support for hardware issues may be required to bring ASI-owned equipment to campus if necessary. Remote options may be available in the event a telecommuter is unable to come to campus.

c. EQUIPMENT MAINTENANCE, REPAIR AND REPLACEMENT

Maintenance and repair of ASI-owned equipment issued to telecommuters will be the responsibility of ASI, except that repairs to ASI equipment that result from an employee's negligence will be the responsibility of the employee.

Any maintenance of ASI-supplied equipment, including but not limited to hardware upgrades and software installation, must be performed by an ASI-authorized person at an ASI work location. The employee must bring ASI equipment to the designated CSUF location. ASI will repair or replace any damaged or lost ASI equipment, at its sole discretion, and so long as the participating employee has complied with the terms listed in the Hybrid or Remote Work Agreement.

Replacement of ASI-owned equipment that is stolen or destroyed due to a telecommuter's negligence will be the responsibility of the telecommuter.

In the event of equipment malfunction, a telecommuter must notify their supervisor immediately. If repairs will take some time, the employee may be required to forego hybrid/remote work until the equipment is usable. Repairs to employee-owned equipment will be the responsibility of the employee. The employee shall release ASI from any and all liability resulting from the use of his/her own computer.

8. OFF-SITE DATA SECURITY

Telecommuters are responsible for providing appropriate security and virus protection, including a firewall, for any computer used for ASI business. Such protections should be comparable to those provided for on-campus computers.

a. RESTRICTED ACCESS MATERIALS

Telecommuters shall not copy, place on another computer, or delete restricted-access materials that are at the CSUF on-site work location or accessed through the computer, unless approved in advance by the Executive Director, System Administrator, and Department Supervisor.

b. INFORMATION SECURITY AND COMPLIANCE

The Telecommuter shall protect ASI 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 ASI business. All records, documents, and correspondence, (either on paper or in electronic form), are ASI property and must be safeguarded and returned to ASI at the conclusion of telecommuting or upon request by the telecommuter's supervisor.

Information classified under the CSU Data Classification Standard as "Level 1 – Confidential" or "Level 2 - Internal Use" must be stored on ASI-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 Executive Director, the campus Information Security Officer, and the Chief Information Officer. ASI 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 policy.

If the participating employee's job activities require access to campus via Virtual Private Network (VPN), the participating employee is required to use ASI-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 Technology department and approved in writing by System Administrator.

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

Telecommuters must take reasonable precautions to ensure that their devices (e.g., computers, tablets, smart phones, etc.) are secure before connecting remotely to ASI information assets and must close or

secure connections to campus desktop or system resources (i.e., remote desktop, virtual private network connections, etc.) once they have completed ASI-related activities or when the asset is left unattended.

9. TIME PERIOD AND TERMINATION OF FLEXIBLE WORK ARRANGEMENTS

Agreements for flexible work arrangements may be revoked by either the supervisor or at the employee's discretion at any time with written notice to the respective party. Termination of an employee's participation for cause may be immediate and does not require advance notice.

a. TERMINATION BY SUPERVISOR

An employee's supervisor may determine that it is no longer in the best interests of ASI and/or the department to continue a flexible work agreement. When so determined, the supervisor will provide thirty (30) days' notice to the employee unless extenuating circumstances make such notice impracticable.

b. TERMINATION BY EMPLOYEE

Flexible work arrangements are strictly voluntary, except for situations where an employee is originally hired to work remotely. An employee may seek to end a flexible work arrangement. When so determined, the employee will provide ten (10) days' notice to their supervisor.

c. TERMINATION BY ASI

ASI reserves the right to end an employee's participation in a flexible work arrangement if it is determined that the program no longer serves the needs of ASI.

When a Hybrid Work Agreement or Remote Work Agreement is terminated, the employee must promptly return all notes, data, reference materials, sketches, drawings, memoranda, reports, records, equipment, software, supplies, and any other ASI property in the employee's possession or control.

10. EMERGENCY BUSINESS NEEDS

Telecommuting is voluntary except under emergency conditions that prohibit the employee from physically performing their job at an ASI work location. In those instances where ASI requires an employee to telecommute, ASI will provide reasonable equipment for the employee to perform their job duties through telecommuting at an off-site work location.

FORMS

Alternative Work Schedule Agreement
Hybrid Work Agreement
Remote Work Agreement
Telecommuters Safety Checklist

DATE APPROVED:

05/02/2023

DATES REVISED: