

Individualized Telework Agreement

This is an agreement between California State University, Fresno (Fresno State) and

_____ (Employee – print name) _____ (Employee ID)

_____ (Department) _____ (Division)

Length of Agreement (shall not exceed more than one semester*): start date _____ end date _____

*unless noted otherwise in approved ADA accommodation notice mm/dd/yyyy mm/dd/yyyy

This agreement establishes the terms and conditions of the Telework Program. The employee volunteers to participate in the Telework Program and to follow the applicable guidelines and policies. California State University, Fresno agrees with the employee's participation.

1. **Duration:** This agreement will be valid until canceled by the university or the employee.
2. **Work Hours:** Work hours and location are specified as part of this agreement.
3. **Pay and Attendance:** All pay and leave will be based on the employee's official California State University, Fresno position. The employee's time and attendance will be recorded as if performing official duties at the campus. Managers remain responsible for certifying time.
4. **Leave:** Employees must obtain supervisory approval before taking leave in accordance with applicable collective bargaining agreements, California State University policy and established department procedures. The employee agrees to follow established procedures for requesting and obtaining approval of leave.
5. **Overtime:** A non-exempt employee working overtime approved in advance will be compensated in accordance with applicable law and rules. The employee understands that failing to obtain proper approval for overtime work may result in the telecommuting agreement's being canceled.
6. **University-owned Equipment:** In order to perform their work effectively, employees may use University equipment at the Telework location, with the approval of their supervisor. The equipment must be protected against damage and may be used for University work only. University-owned equipment will be serviced and maintained by the University. Employees must have all state property that is removed from their University workplace documented in accordance with the University Property Management protocols, and shall complete the Off- Campus Use of University Equipment form. Please make a copy to keep with the equipment and send the original back to Property Control Officer at Mailstop UW127. Supervisors are responsible for ensuring completion of the form, and following up on the return of equipment when necessary.
7. **Liability:** The University will not be liable for damages to the employee's property resulting from participation in the Telework Program.
8. **Cost:** Employees in need of additional equipment or supplies to telework must discuss the issue with their appropriate administrator. If additional equipment or supplies are deemed necessary by the appropriate administrator, or by law, then the appropriate administrator may:
 - a. provide the necessary equipment or supplies; or
 - b. authorize the employee's expenditure or subsequent reimbursement for the necessary equipment or supplies; or

- c. provide an alternate work location that has the necessary supplies and equipment

If an employee expenditure is authorized, appropriate documentation may be required. Equipment or supplies reimbursed by the CSU shall be the property of the CSU. CSU property shall be used for business purposes, except as otherwise permitted by law or the CBA.

- 9. **Workers' Compensation:** The employee is covered by Workers' Compensation if injured in the course of performing official duties at the Telework location. If an employee incurs a work-related injury while teleworking, workers' compensation laws and rules apply just as they would if such an injury occurs at the campus office. Employees must notify their supervisors immediately and complete all necessary or management-requested documents regarding the injury.
- 10. **Work Assignment:** Work Assignments will be provided by the supervisor and can be communicated in person, by phone, video conference, and by email. The frequency of meetings with the supervisor on campus is at the discretion of department management. The employee will complete all assigned work according to procedures determined by the supervisor.
- 11. **Dependent Care:** Both parties agree that the Telework Program will not be a substitution for in-home child or dependent care. If a child or dependent is present during scheduled work hours, arrangements should be made for the care of that child or dependent.
- 12. **Employee Rights:** Employee rights provided for in the employee's Collective Bargaining Agreement are not affected by participation in a teleworking program. None of the rights or benefits provided under the employee's Collective Bargaining Agreement are enhanced or abridged by the guidelines of the teleworking program.

The implementation of the telework work option, as defined herein, should not be construed to change or alter personnel management practices, such as rest periods, leave time, holidays and pay, as contained in applicable Collective Bargaining Agreement provisions or related law or rule.

All forms of teleworking imply an employer-employee relationship with the employee receiving the same benefits and incurring the same responsibilities as a non-teleworking employee.

- 13. **Sick/Vacation Leave:** If participants in the program are sick and unable to work in their teleworking location, they are required to report those absences when they are unable to work as they would in a normal office setting. All use of vacation, compensatory time off, sick leave, or any other type of leave is subject to approval by the employee's supervisor.
- 14. **Security/Confidentiality of Information:** Employees who telework are expected to follow all appropriate rules and regulations of the University regarding security and confidentiality of information (oral and written), including computer data and files security. The employee will apply approved safeguards to protect records from unauthorized disclosure or damage. All records, papers, and correspondence must be safeguarded for their return to the office and disposed of in accordance with University policies and processes.
- 15. **Discontinuing Participation:** Unless mutually agreed to with the employee, the University shall:
 - a. Provide at least fourteen (14) days' notice to an employee before ending a telecommuting assignment; or
 - b. Provide at least twenty-four (24) hours' notice to the employee before conducting an inspection of the telecommuting location unless otherwise required or permitted by law; or
 - c. Provide seventy-two hours' notice to the employee before requiring an employee to return to campus or before changing the day(s) for which an employee telecommutes.
 - d. The University reserves the right to call an employee back to campus without notice if the exigent circumstances exist (e.g., an unexpected or unplanned event requiring the completion of a certain task which cannot be performed remotely.)

Work Location and Schedule:

The following are the working hours and locations which are agreed to as part of the Teleworking Program.

Telework Location (Address):

Telework Schedule: (work schedule changes that include pay plan adjustment or a compressed/alternative schedule must be process through the Payroll department)

Please note: Telework schedule needs to comply with approved ADA Accommodation

Enter the total number of hours per day that you will be working on campus and the total number of hours per day you will be teleworking each week*					
<input type="checkbox"/> Partial		<input type="checkbox"/> Full Time		<input type="checkbox"/> Intermittent	
Days	<input type="checkbox"/> Mon.	<input type="checkbox"/> Tues.	<input type="checkbox"/> Wed.	<input type="checkbox"/> Thurs.	<input type="checkbox"/> Fri.
On Campus and/or FML Hours:					
Telework Hours:					

***Indicate work dates and hours here if not covered in table above:**

Any employee who violates this policy and procedure may be subject to discipline, up to and including dismissal. We agree to abide by the terms and conditions of this agreement. A copy of the agreement shall be placed in the employee's official personnel file.

Employee Signature: _____ Date: _____

Appropriate Administrator/Chair Signature: _____ Date: _____

Next Level Supervisor: _____ Date: _____

Vice President: _____ Date: _____