

TEMPORARY TELECOMMUTING AGREEMENT
CORONAVIRUS EMERGENCY PLAN

A. Introduction

Sacramento State defines telecommuting as working one or more days each work week at a site distant from the campus while staying in touch through electronic devices. Participation in a telecommuting agreement is strictly voluntary.

Management and staff employees are eligible to participate in the telecommuting program if both of the following are satisfied:

1. Their duties do not require continuous presence on campus on a daily basis.
2. Their assignments involve some activities which can be communicated to the campus from a remote location.

State/Federal law does not require an employer to offer a telecommuting program to all employees. However, if an employer does offer telecommuting, it must allow employees with disabilities an equal opportunity to participate in such a program.

B. Off-Site: Hours, Days, Date Range, Duties and Expectations

- i. Employee is authorized to work at a site distant from the campus during the following:

Date range in effect:	_____ to _____
Days:	Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday <input type="checkbox"/>
Work Schedule*:	[EXAMPLE: 8am to 5pm; meal period from 12pm to 1pm]
*NOTE: meal periods will be taken in accordance with applicable collective bargaining agreement (CBA) language, the timing of which is captured above; breaks will be taken in accordance with applicable CBA language	

- ii. This Agreement does not change the basic terms and conditions of employment.
- iii. Employee will be available for communication with campus staff and appropriate administrator/HEERA Manager during the work schedule at the telecommuting site.
- iv. Employee will inform appropriate administrator/HEERA Manager whenever employee is going to be absent under the same provisions for employees who are traveling off-campus or who are not on accrued time, such as vacation or sick leave, for whatever reason.
 - a. Non-Exempt employees will continue to adhere to departmental/college/divisional guidelines and applicable CBA language regarding requesting overtime hours of work.
- v. Employee will work and maintain productivity, performance, communication and responsiveness standards just as if they were in their Regular Work Location. Further, employee will remain obligated to comply with all University (as well as the Department's) policies, procedures, and applicable collective bargaining agreement language. Employee will perform all duties as set forth in their job description, as well as those additional and/or different duties that the Department may assign from time to time.
 - a. Manager will provide employee with series of goals and objectives that must be met within a specified timeframe.
- vi. Employee must follow all applicable rules and procedures of the University regarding security and confidentiality of information, 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.
- vii. Sacramento State reserves the right to end this agreement before the above-referenced end date.

C. Equipment Provided by Campus

The employee assumes responsibility for any equipment (computing, etc.) provided by Sacramento State for use at the telecommuting site. The staff member is liable for the loss of any state owned equipment, checked out to the employee, due to damage or theft.

D. Telecommuting Costs

The University shall have no responsibility for additional costs or expenses, other than those specified under item "E." of this agreement, incurred by the staff member as a result of telecommuting. The staff member accepts responsibility for additional expenses in relation to the telecommuting work such as communications equipment or telephone costs.

E. Liability and Workers Compensation

The normal liability and workers compensation provided to employees on campus is extended to the staff member while working on a telecommuting project. In case of a work-related injury while telecommuting, the staff member must notify the supervisor immediately and complete all required documents regarding the injury.

F. Fair Labor Standards

During the period of this telecommuting agreement the staff member is expected to follow the rules and regulations governing on-campus locations when she is working at the telecommuting site, including adherence to the Fair Labor Standards Act.

G. Health and Safety

The telecommuting site must be free of obstructions and in compliance with all building codes. The staff member is responsible for ensuring the telecommuting site complies with health and safety requirements and shall so certify as part of this agreement. [See: [Telecommuting Safety Checklist for Employees](#)]

H. Collective Bargaining Agreement

None of the rights or benefits provided under the staff member's collective bargaining agreement between the CSU and the employee's union are enhanced or abridged by the implementation of this telecommuting agreement.

SIGNED AND AGREED BY:

The following signatures authorize acceptance of the terms of this telecommuting agreement for the period referenced.

Employee Name: _____

Employee Signature: _____ Date: _____

Appropriate Administrator Name: _____

Appropriate Admin. Signature: _____ Date: _____

VP/Dean Name: _____

VP/Dean Signature: _____ Date: _____

Email completed form to Human Resources at elr@csus.edu.

cc: Personnel File