



Telecommuting Agreement

This is an agreement between California State University Maritime Academy (Cal Maritime) and the Employee

This agreement establishes the terms and conditions of the Telecommuting Program. The employee volunteers to participate in the Telecommuting Program and to follow the applicable guidelines and policies. Cal Maritime 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 Cal Maritime position. The employee's time and attendance will be recorded as if performing official duties at the campus.
4. **Leave:** Employees must obtain supervisory approval before taking leave in accordance with established department procedures. The employee agrees to follow established procedures for requesting and obtaining approval of leave.
5. **Overtime:** An employee who is eligible for and 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 Telecommuting 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.
7. **Liability:** The University will not be liable for damages to the employee's property resulting from participation in the Telecommuting Program.
8. **Cost:** The University will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities), associated with the use of the employee's residence. The employee will be reimbursed for authorized expenses incurred while conducting official duties at the Telecommuting location, including business calls, paper and other supplies.
9. **Workers' Compensation:** The employee is covered by Workers' Compensation if injured in the course of performing official duties at the Telecommuting location. If an employee incurs a work-related injury while telecommuting, workers' compensation laws and rules apply just as they would if

such an injury occurs at the campus office. The employee must notify their supervisor and Human Resources immediately and complete all required documents regarding the injury.

10. **Work Assignment:** Work Assignments will be provided by the supervisor and can be communicated in person, by phone, 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 Telecommuting Program will not be a substitution for in-home child or dependent care. If a child or dependent is present during scheduled work hours, the employee must agree to make arrangements for the care of that child or dependent. If a child or dependent is ill, however, the employee may, on a temporary basis, provide primary care for that child or dependent while telecommuting or use Sick or Family Leave, subject to the approval of the employee's supervisor.

12. **Employee Rights:** Employee rights provided for in the employee's Collective Bargaining Agreement are not affected by participation in a telecommuting program. None of the rights or benefits provided under the employee's Collective Bargaining Agreement are enhanced or abridged by the policy and guidelines of the telecommuting program.

The implementation of the telecommute 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 telecommuting imply an employer-employee relationship with the employee receiving the same benefits and incurring the same responsibilities as a non-telecommuting employee.

13. **Performance Standards and Evaluation:** Performance standards and employee accountability for quantity and quality of their work will not change due to participation in the telecommuting program. As in "regular" office assignments, supervisors and employees must discuss and understand what it is that is expected to be produced during telecommuting and when it is due. Supervisors and employees must also arrange when/how to make contact with each other on telecommuting day(s). The Performance Evaluation of the employee's job performance will be based on established standards. Performance must remain in the category of "Meets Expectations" or above in all categories of the evaluation to remain in the Telecommuting Program.

14. **Sick/Vacation Leave:** If participants in the program are sick and unable to work in their telecommuting 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.

15. **Security/Confidentiality of Information:** Employees who telecommute are expected to follow all appropriate rules and regulations 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.

RESPONSIBILITY FOR EQUIPMENT ASSIGNMENT, USAGE AND MAINTENANCE:

1. All maintenance on any University-supplied equipment will be performed by a University-authorized person at a University work location at the University's expense. Employees must bring equipment to the designated University location.
2. The University will repair or replace, if practical, lost, damaged, or stolen University equipment provided the employee has taken appropriate precautions to safeguard the equipment.
3. Employees may not use University-provided equipment or use or duplicate University software for personal use or allow non-University personnel to use it. Passwords may not be stored on employee-owned equipment and security measures must be initiated whenever the computer is left unattended.
4. Telecommuting employees must return University-provided equipment and software to the University at the end of the telecommuting agreement or when employment is terminated.
5. If the telecommuter is using personal computer equipment for telecommuting, the hardware and software must be compatible with the University configuration. An employee who telecommutes and who elects to use the employee's personal computer is expected generally to provide any necessary hardware and telephone lines to telecommute successfully.
6. Expenses for the employee's equipment and work site (e.g., maintenance, repair, insurance) are the employee's responsibility.
7. The employee shall release the University from any and all liability resulting from the use of his/her own computer.
8. Telecommuters shall comply with computer software licensing agreements, University policy and federal laws, including copyright and patent laws.
9. Use of University-provided software and data supplies at a remote work location is limited to the authorized employee and is authorized for purposes related to University business only.
10. Products, documents and other records used and/or developed while working under a telecommuting agreement will remain the property of, and be available to, the University.
11. Upon termination of the telecommuting agreement, the employee will immediately return all University property.

WORK PLACE HAZARDS ASSESSMENT:

Liability considerations:

If an employee is conducting authorized University business and his/her actions are within the course and scope of his/her employment, the University's liability is the same whether the employee is at home or at a regular work location. Therefore, employees who work at home must keep their home offices in a businesslike manner, and as clean and free from hazards as their regular University

office, in order to minimize the chance of accidents. Work-related accidents shall be reported to the supervisor and Human Resources immediately.

Health and Safety:

Home offices must be clean and free of obstructions. The home must be in compliance with all building codes. The facility must be free of hazardous materials. Telecommuting employees are responsible for ensuring their homes comply with these health and safety requirements. In addition, they should also have furniture, seating, and lighting that is conducive to a good work environment. Management may deny an employee the opportunity to telecommute or may rescind a telecommuting agreement based on unsafe conditions in the home or suspected hazardous materials at the home facility.

Inspections:

Management shall retain the right to visit the home work environment and/or make inquiries as to the status of the home work environment. Any such visits shall be coordinated with the employee and have the employee's consent. Failure to maintain a proper and safe work environment, as determined by management, is cause for an employee's immediate termination from the telecommuting program.

Discontinuing Participation:

- An employee may voluntarily choose to discontinue the telecommuting assignment.
- Abuse of telecommuting or violations of this agreement may result in this telecommuting agreement being discontinued.
- Additionally, the supervisor may determine that in an emergency situation, telecommuting schedules may have to be adjusted or that a temporary suspension of the telecommuting agreement due to operational necessity is required.
- The employee's supervisor may terminate a telecommuting agreement at any time.

Work Hours and Location:

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

Official Work Location: _____ Telecommuting Location: _____

Telecommuting Day(s): _____ General Work Hours: _____

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: _____

Supervisor Signature: _____ Date: _____

Vice President Approval: _____ Date: _____

cc: Employee / Supervisor / Employee file