Human Resources

Employee Name: _______________________________
Department: _______________________________

Teleworking Agreement

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 when there are opportunities for improved operational performance and/or operational needs. 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”).

This Teleworking Agreement (“Agreement”) should be used in all instances in which management has determined that an employee may telework.

This Agreement is between SF State and ________________________________ (“employee”) and must be signed and approved by the employee’s Appropriate Administrator and the AVP of HR at SF State. When management determines to end your teleworking arrangement as described in this Agreement, and if you had a Teleworking Agreement in place immediately prior to this Agreement, you should discuss with management whether any further teleworking is appropriate.

SF State and ________________________________ (“employee”), agree that you will telework on the following days and frequency (such as weekly), beginning on __.

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<th>Day</th>
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Telework agreements 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 your Collective Bargaining Agreement (CBA). The telework arrangements will be subject to review on a quarterly basis, at minimum, and automatically terminate 12 months from the date of implementation. Please refer to your union’s Memorandum of Understanding (MOU), if applicable.

You agree to maintain a presence with your Department while teleworking. Presence may be maintained in the manner and using the technology, directed by the Department, which remains readily available such as by laptop computer, mobile phone, email, messaging application, videoconferencing, instant messaging and/or text messaging at all times during the times the Department expects or requires you to work.

While teleworking, you will work and maintain productivity, performance, communication and responsiveness as reasonable to ensure operations are continuing.

This Agreement does not change the basic terms and conditions of your employment at SF State. You will continue to perform your duties as set forth in your job description, as well as in the Teleworking Agreement.

If you are a non-exempt employee, you are not to work overtime without prior approval from your appropriate administrator, and you are required to take your rest and meal breaks while teleworking. You will be responsible for maintaining a teleworking site that is safe and ergonomically appropriate. All injuries incurred by you during hours you are working and all illnesses that are job-related must be reported.
promptly to Risk Management and Workers’ Compensation.

You acknowledge that if your Appropriate Administrator deems that the teleworking arrangement described in this Agreement is not working effectively or as envisioned, management may at any time adjust or end the teleworking agreement. Management will strive to provide appropriate notice of any changes to the teleworking agreement.

You agree that effective when you begin teleworking under this Agreement, you will be teleworking from the following City and State: ________________________________

You agree to notify the Department in writing within three calendar days of any changes to the City and/or State from which you will be teleworking, along with the effective date(s) and duration of such change. You understand SF State will rely on this information in determining its compliance with any local laws and ordinances while you are teleworking.

Will you be working with Level 1 data while teleworking?  ☐ Yes  ☐ No

If yes, please generally describe the type of data you work with (for example: medical records)

*PLEASE DO NOT PROVIDE SPECIFIC DETAILS IN YOUR DESCRIPTION.

UNDERSTOOD AND AGREED:

_________________________  __________________________  ________________
Employee Signature        Title                                  Date

APPROVED BY:

_________________________  __________________________  ________________
Approver Signature        Title                                  Date
(Appropriate Administrator)

_________________________  __________________________  ________________
HR Signature               Date

Cc: Appropriate Administrator
Personnel File