



Telework Agreement

This agreement's purpose is to state the terms and conditions under which an employee will be allowed to participate in the SUNY Westchester Community College Telework Program.

Please read this Agreement carefully and discuss it with your supervisor. If you have questions, you can discuss them with the Director of Human Resources, prior to completing the form. A requisite to participating in the Telework Program: An employee must have a compatible and reliable internet and Wi-Fi service to access the College’s network and College information systems, a telephone, and any other essential communication device.

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|-------------------------|--|
| Employee Name: | |
| Job Title: | |
| Department: | |
| Division: | |
| Telework will Begin On: | |
| Telework will End On: | |

Both the supervisor and the employee understand that teleworking is a voluntary option and can be discontinued at either party’s request with no adverse repercussions.

Employee initial here_____

Both the supervisor and the employee have read and understand the SUNY Westchester Community College Telework Handbook and agree to the duties, obligations, responsibilities, and conditions for teleworkers described in that document. Employee initial here_____

The employee agrees to be responsible for establishing telework hours with their supervisor, to furnish and maintain a remote workspace in a safe manner and employ appropriate telework security measures to protect college assets, information, confidential documents, and systems.

SUNY Westchester Community College agrees to provide the employees with the necessary equipment and will maintain and repair said equipment. All these items remain the property of Westchester Community College and must be returned on request, if the employee resigns or is terminated, or if the program ends.



Participation in the Telework Program is not an employee benefit intended to be available to all College employees. As such, no SUNY Westchester Community College employee is entitled to or guaranteed the opportunity to telework, and denial of participation in the program is not a grievable offense.

This agreement is between the employee identified above and SUNY Westchester Community College, authorizing them to telework. The following conditions for teleworking are agreed to by the employee, supervisor, and department head.

Approved Remote Work Location

Circle One:

Home office

| | |
|--------------------------------|--|
| <u>Address:</u> | |
| <u>City, State, Zip</u> | |
| <u>Phone Number*:</u> | |

* An employee must provide a telephone number. The employee agrees to be reachable by telephone at the number provided and that this number can be shared with WCC employees, co-workers, and departmental contacts on telework days.

Communication equipment at the remote work location (circle all that apply):

| | | | |
|-----------|-----------------|--------------|-----|
| Voicemail | Call Forwarding | Ring Central | Fax |
| MS Teams | Zoom | Other: | |

Telework Schedule

Telework days (circle): Mon Tues Wed Thurs Fri Variable

If these days are not scheduled on a weekly basis, describe the telework schedule:

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| Estimated number of days per month the employee will telework: |

Will the employee have set hours to work on telework days? _____ Yes _____ No

If YES:

What is the start time? _____

What is the end time? _____

When is the lunch break? _____

If NO, how much flexibility will the employee have in setting what hours to work on telework days?

The employee agrees to obtain messages and to check e-mail while working at the approved remote location.

The total number of work hours are not expected to change during participation in the Telework Program.

The teleworker agrees to come into the departmental office on a regularly scheduled telework day when necessary and may not schedule an alternate telework day.

Typical assignments to be worked on by the employee at the approved remote location:

College Assets to be used at the approved remote location. (description and ID numbers):

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- The employee agrees not to use any College equipment for private purposes, nor allow family members or friends access to that equipment. The employee will cooperate with the return of all College equipment and data documents when requested by their supervisor. The employee agrees to follow all software licensing provisions agreed to by the College.
 - Westchester Community College may pursue recovery from the employee for any College-owned property that is deliberately or negligently damaged or destroyed while in the employees' care, custody, and control.
 - The College is not responsible for private property used, lost, or destroyed.

College information applications or systems to be accessed from remote work location:

Reimbursement

Employees will not be reimbursed for internet communication services needed for teleworking. Employees should check with their Internet Service Provider and telephone company to determine costs.

SUNY Westchester Community College will maintain and repair College-owned equipment. Equipment needing repair or maintenance should be brought to the appropriate College department.

As a standard, SUNY Westchester Community College will not pay for the following expenses:

- Business Related Calls Made on an Employer's Personal Phone
- Internet Service Provider
- Maintenance or repairs of privately owned equipment
- Increased utility costs
- Equipment or supplies (these should be requisitioned through the College)
- Travel expenses (other than authorized) associated with commuting to the office
- Furniture or lighting
- Construction or renovation to the home office

Other Conditions

The employee agrees:

- To promptly notify their supervisor when unable to perform work assignments due to equipment failure, illness, or other circumstances, and to be assigned to another project or location, in event of equipment failure.
- That all work completed, and products created because of employment with the College are owned by the College.
- That use of sick leave, vacation, or other leave credits must be approved *in advance* by the supervisor. Overtime to be worked *must be approved in advance* by the supervisor.
- To perform assigned duties at the remote work location for the scheduled telework day.
- To participate in any College evaluation of the telework program.
- That participation in the Telework Program is not to be viewed as a substitute for dependent care, and to plan for someone to care for children or other dependents so that the employee is fully able to complete work assignments when teleworking.

Failure to comply with the above provisions may result in charge of leave, loss of pay, termination of participation in the program, or disciplinary action, as warranted.

Additional conditions agreed upon by the employee and the supervisor:

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Employee Affirmation & College Approval

I have read and understand the College’s Telework Handbook and agree to the conditions detailed in this Agreement. I also agree to review and comply with other applicable College policies including guidelines for computer use, data confidentiality and security. This Agreement may be terminated by the employee or the supervisor at any time if the arrangement is unsatisfactory, or negatively impacting job performance and the operational needs of the college.

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|------------------------------------|-------|
| Employee Signature: | Date: |
| Department Supervisor Signature: | Date: |
| Division Head/Dean Signature: | Date: |
| HR Director or designee Signature: | Date: |