



At Downstate Health Sciences University

Telecommuting is a voluntary work arrangement in which an eligible employee with approval “works one or more days each work week from home instead of commuting to a work place.”

EMPLOYEE NAME (LAST, FIRST, MIDDLE INITIAL)	
PAYROLL TITLE:	EMPLOYEE ID:
DEPARTMENT:	DIVISION:
EXEMPT / NON-EXEMPT:	BARGAINING UNIT (if applicable)
SUPERVISOR:	

Telecommuting is a voluntary agreement between the manager/supervisor and the employee. This agreement begins on: _____ and continues until: _____. This is a temporary and may be terminated by either the manager/supervisor or employee at any time, and may be modified by the manager/supervisor, at any time. This agreement is subject to renewal, and must be renewed at least annually. It is recommended that the annual review coincide with the annual performance evaluation.

1. The telecommuter will work from the following alternative work site:

Home

Alternate work site

Address:	
Telephone Number:	Cell Number:

Provide a brief description of workspace:	
Available forms of communication (email, phone, Zoom, Teams, chat):	

2. The telecommuter agrees to be available during the assigned business hours

from: AM to: PM

for communication through such methods as cell phone, home phone, voice mail, email, Zoom, Skype, Microsoft Teams, etc. and agrees to respond in a prompt manner as they would at an on-site location. Employee initiated schedule changes must be discussed and approved in advance by the supervisor.

Departmental requirements take precedence over the schedule and telecommuting arrangements specified in this Agreement if there is a scheduling conflict.

Deviations from the telecommuting work schedule outlined above require the use of appropriate leave accruals in accordance with RF leave policies.

For non-exempt employees: The telecommuter will clock in and out daily, as well as for meal periods and any other time away from work (aside from regularly scheduled rest breaks), via email to the supervisor. Timesheets must be completed within three (3) business days from the end date of the period. Employees must comply with all Office of Research Administration and Research Foundation policies (see Exhibit A), including proper call in procedures when you will be absent from work.

For exempt employees: It is the telecommuter's responsibility to prepare and submit monthly timesheets within seven (7) business days from the end date of the period. Vacation time, sick leave, etc., must be taken in accordance with current Office of Research Administration and [Research Foundation policies](#), including proper call in procedures when you will be absent from work.

During established work hours, the telecommuter agrees that family care demands shall not compete with work. Telecommuting will not be a substitute for day care or elder care provisions.

Specific schedule requirements (if applicable) are provided in Exhibit A.

3. The duties, obligations, responsibilities and conditions of the telecommuter's employment with the [Research Foundation](#) remain unchanged. The employees' salary, retirement, vacation and sick leave, benefits and insurance coverage shall remain the same.

4. The telecommuter agrees to remain up to date on all required trainings as required by the Research Foundation and/or SUNY Downstate Health Sciences University.
5. If a telecommuter incurs an injury arising out of the course and scope of the assigned job duties while working at home and/or alternate site, the telecommuter must notify the supervisor immediately and complete all necessary and/or management requested documents regarding the reported injury.
6. The telecommuter agrees not to use his/her personal vehicle for RF and/or University business unless specifically authorized by supervisor.
7. The telecommuter is responsible for maintaining and repairing employee-owned equipment at personal expense and on personal time. The Research Foundation will not be liable for damages to the employee's equipment or property that arise from the employee's participation in the telecommuting program.
8. The telecommuter agrees to use electronic equipment that has been encrypted and meets all of the University's and/or RF equipment security requirements. If the University provides equipment for home use, the telecommuter agrees to provide a secure location for University-owned equipment and will not use, or allow others to use, such equipment for purposes other than University business. The employee agrees to take reasonable measures to ensure University-provided equipment is secure and protected from damage. The University is responsible for maintaining, repairing and replacing University-owned equipment issued to telecommuters. In the event of equipment malfunction, the telecommuter must notify his/her supervisor immediately. If repairs will take some time, the department will find alternative means to continue the telecommuter's work, including but not limited to, asking the telecommuter to report to the main office until the equipment is usable.
9. All equipment, records and materials provided by the University shall remain the property of the University and/or the RF. The telecommuter agrees to return the University and/or RF equipment, records and materials upon request in the same good condition as it was received by the employee, reasonable wear and tear excepted. All University equipment will be returned by the employee for inspection, repair and/or replacement as needed or requested upon termination of this agreement. All equipment shall be returned within five (5) business days of written notice to employee.
10. The telecommuter will implement good information security practices in the home-office or alternative work setting, and will check with his/her supervisor when security matters arise. Employees may not compromise the confidentiality or security of University and RF information due to telecommuting, remote computer access, and so on. Handling university and/or RF property and data must follow the policies of the University and the RF regarding confidentiality of information and data security. A telecommuter should comply with all [University](#) and [Research Foundation](#) IT policies. In addition, data users may not store any files (including email) on a local computer (desktop/laptop), cell phone, tablet nor any other device and all work-related files must be stored should be on the University network drives – H and S. Access to these drives will be provided by the University. If the telecommuter experiences a security/data breach, it is their responsibility to notify the supervisor immediately.

11. The University may pay or reimburse the employee for business-related expenses, including agreed-upon travel expenses, subject to the provisions and exclusions of applicable RF policy.
12. Generally, the RF will not pay for the following expenses nor will it reimburse for expenses prohibited by RF and University policy, including but not limited to:
 - Maintenance or repairs of privately-owned equipment;
 - Utility costs (including but not limited to internet services) associated with the use of computer or occupation of the home;
 - Equipment and/or other supplies (these should be requisitions through the department); and
 - Daily travel expenses associated with day-to-day commuting back and forth from work to home and vice versa.
13. The University and/or the RF retain the right to modify, suspend, or end the agreement for any reason, but not limited to, an employee request supported by the supervisor, as a result of business necessity, a change in operational need, or if the employee fails to fulfill job expectations to a satisfactory level.
14. The telecommuter agrees to indemnify and hold The Research Foundation for the State University of New York (at Downstate Health Sciences University) harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought by third parties including personal injury, accidents or illnesses (including death), and property loss or damage arising from or relating to the telecommuting arrangement.
15. The telecommuter understands that s/he is responsible for tax and insurance consequences, if any, of this arrangement, and for conforming to any local zoning regulations.
16. The telecommuter agrees to the following additional specific expectations, if any:
In this section, please note Exhibit related to scheduling, equipment, etc. attendance of particular meetings; number of days of advance notice prior to being required to attend in-office meetings; use of particular tools/equipment, etc. Provide links to required forms, websites, etc. that are specific to telecommuter's responsibilities.



17. In addition to a 30-day trial period, this agreement will be reviewed after 90 days and each quarter thereafter. The supervisor will solicit feedback from the employee, any direct reports and/or other RF/Downstate employees who interact regularly with the employee. The arrangement will be reviewed annually, whenever there is a major job change (such as a promotion), or whenever the telecommuter or supervisor changes positions. As a result of the annual review, the agreement will be renewed or terminated, but the RF and/or the University reserve the right to modify or terminate that Agreement at any time.

Telecommuter Attestation

The information I have provided in this Telecommuting Agreement is accurate and will be followed on a regular basis. If any information changes, it is my duty to inform my supervisor and initiate the completion of an updated agreement.

I have read and understand this agreement and I agree to the duties, obligations, responsibilities, and conditions for telecommuters described in these documents.

I agree that, among other things, I am responsible for abiding by the established telecommuting work hours (times that my supervisor and colleagues know they will be able to reach me); furnishing and maintaining my remote workspace in a safe manner; and protecting RF assets, information, confidential materials, and systems in accordance with RF and University policy regarding confidentiality of information and data security. I understand that it is my responsibility to make this arrangement work. I will be flexible and willing to make adjustments to my schedule to ensure success.

I recognize that telecommuting is voluntary and I may stop telecommuting at any time. I also understand that the Research Foundation for the State University of New York may at any time change the conditions under which I am permitted to telecommute.

By signing this agreement, I understand and agree that telecommuting is not a formal, universal employee benefit. There is no "assumed" right to telecommute. I understand and agree that this

telecommuting agreement does not change the Research Foundation's "at will" status or any terms and conditions of employment such as salary, position responsibilities or benefits. I agree to limit performance of officially assigned duties to the official work location or to the Research Foundation approved home location. I agree that I remain obligated to comply with all Foundation and University policies and procedures, as well as those in the telecommuting agreement and attachments.

I have read this Telecommuting Agreement and agree to its terms.

TELECOMMUTING EMPLOYEE SIGNATURE:	DATE:
SUPERVISOR SIGNATURE:	DATE:
DEPARTMENT CHAIR/MANAGER SIGNATURE:	DATE:
OM SIGNATURE (if applicable):	DATE:

Specific Schedule Requirements

Work Schedule and Hours

The scheduled work days/hours are identified on page 1.

Days/Hours:

Telecommuting Schedule:

Vacation time, sick leave, etc. must be authorized in accordance with supervisor approval and department and Research Foundation policies and procedures, including regular call in procedures when using paid time off

Meetings

Certain meetings are mandatory and will require the employee to come to the office. Reasonable notice of upcoming meetings will be given to the employee. If a face-to-face work group meeting is necessary, it is the telecommuter's responsibility to attend the meeting at the office. There may be other times when it is necessary for the employee to report to the workplace and the employer will notify employee in advance.

Scheduled Performance Evaluation Reviews

Initial 30-day Review Date:

90-day Review Date:

Future Reviews (semi-annual):

EXHIBIT B

Work Plan

Write up a detailed Scope of Work and attach a copy of the job description

A large, empty rectangular box with a thin black border, occupying the majority of the page below the text. It is intended for the user to write a detailed Scope of Work and attach a copy of the job description.

