

\*Indicates required field



## Telework / Remote Work Renewal Agreement Form

### Employee Identification

Name:

Employee ID:

Job Title:

Location:

Manager:

Department:

### Renewal Agreement Form Overview

AUI's Research Centers, comprised of the National Radio Astronomy Observatory (NRAO) and Green Bank Observatory (GBO), support employees being able to request telework or remote work arrangements to permit flexibility, where and when employees are able to perform their job duties remotely. The Telecommuting policy covering both teleworking and remote work is located in HR Policy Section 2.6.

You have received this renewal form because you were previously approved for either teleworker or remote work with a specified end date. If you choose to renew your agreement and your supervisor supports the renewal, this agreement will be set for a continuous period as long as 1) eligibility requirements are met, 2) operational needs support the agreement, and 3) you remain in compliance with all applicable polices and employee responsibilities, detailed at the end of this agreement.

If you feel you have received this form in error, please notify your HR Representative. To review your previously approved agreement form, you can find it in Saba under "Evaluations".

With this renewal agreement form, you or your manager may agree to:

- 1) renew of the previously approved agreement;
- 2) end the telework or remote work arrangement with justification; or
- 3) ask to modify the previously established terms.

Your manager has the discretion to deny your request for renewal based on the eligibility criteria set in place for all telecommuters and remote workers (eligibility requirements are listed below). The denial of a request to renew a form must include a justification from your supervisor and will be reviewed by Human Resources.

If you wish to significantly modify the terms of the your previously established arrangement, you will need to request the full agreement form after securing support from your supervisor to modify the agreement. A new request to become a remote worker must be submitted through the full agreement form.

As a reminder, for telecommuting and remote work arrangements requested by the employee, employees must meet the following eligibility requirements:

- Be in a position that is suitable for an alternative work arrangement,
- Meet communication expectations set by the supervisor,
- Demonstrate competence using remote collaboration tools as required,
- Meet all property management requirements for Observatory property,
- Have an ergonomically safe work area that is free from distractions and unsafe conditions,
- Be accessible during regular work hours and participate in meetings as requested, and
- Be in good standing at the time of the request. Employees in good standing are meeting performance expectations and are not currently receiving disciplinary action or on a performance improvement plan.

### Agreement Duration

The Telecommuting Policy states that work from home arrangements are subject to an annual review process.

The start date should be set as 10/1/2023.

The employee or supervisor may set an end date for this renewal. If no end date is specified, the agreement will be on-going with an annual review.

Please note: Per policy, regardless of the appointment duration specified on this renewal form, agreements can be changed or terminated at any time.

**Proposed Term Duration** From:  To:

### Agreement Renewal

Choose one of the following options:

**Manager**

**Self**

- I wish to renew the previously established agreement
- I wish to end the previously established agreement
- I wish to modify the previously established agreement

Self: N/A

**Comments:**

 [Attach documents](#)

**Comment section to be used as needed.**

Self: N/A

**Employee**

 

**Direct Manager**

 

**Human Resources**



## Employee Responsibilities

Telecommuters and remote workers are responsible for maintaining a designated safe work space and supplying all office furniture required for the alternative work site, and costs associated with setup and ongoing maintenance or repair, including internet access, internet router, an appropriate firewall and phone service as necessary to fulfill job requirements. AUI will supply necessary materials and supplies (e.g., computer, software, paper, storage devices, etc.), which are traditionally supplied while onsite. The manager/supervisor has discretion in determining the materials to be supplied based on job requirements and the circumstances of the agreement. Any materials and supplies personally obtained must be approved in advance to receive reimbursement. Reimbursement for travel to meetings will adhere to the latest AUI Fiscal Travel Policy.

Telecommuters and remote workers are responsible for ensuring their contact information is up to date through Employee Self Services (ESS) and with their supervisor/manager. If an employee establishes an off-site work location in a State different from their designated work site, the employee will be subject to State tax withholdings in the new jurisdiction. Telecommuters wishing to establish an off-site work location in a State other than their previously established onsite work location must submit a written request no less than 45 days prior to the change. The request must be approved by the employee's Department management, HR, IT, and the CFO. A business justification may be required and must be submitted by the employee's manager if the employee is to establish an off-site work location in a jurisdiction requiring AUI to obtain a business license, unemployment/worker's compensation insurance, or State tax filing status. Additionally, requests to work outside the United States must be authorized in advance. Such requests require extensive review and are not guaranteed.

It is the expectation that the employee will maintain a safe workspace for use during telework or remote work. ESS will provide safe workspace guidance upon request.

Telecommuting and remote work agreements are not a substitute for regular dependent (child/elder) care. Although a schedule may be somewhat modified to accommodate dependent care needs, the focus of the arrangement must remain on job performance and accomplishing all assigned duties.

When a telecommuting or remote work agreement is entered into for the convenience of the employee, the employee is solely responsible for maintaining an up-to-date Agreement. Failure to execute or renew an agreement by the employee or any other party to the agreement will not constitute an implied consent to extend, renew or create a new Agreement.

The employee is required to report to work at their designated work site immediately following the voluntary or involuntary termination or expiration of the Agreement to maintain employment with AUI.

## Conditions of Employment

In accordance with policy, all benefits and conditions of employment will remain the same except where otherwise mandated by applicable local and state laws. All notices of paid time off and leaves of absence, and other standards which apply to work performed at the designated work site will apply to work performed at the alternative site. Teleworkers and remote workers must ensure accurate and timely completion of timekeeping records described in the Reporting Hours of Work policy. Nonexempt employees must record all hours worked on activities/duties performed daily.

AUI will be responsible for any work-related injuries under state worker's compensation laws. Worker's compensation liability is limited to injuries resulting directly from work and only if the injury occurs in the employee's designated work area while the employee is working in the course and scope of their employment. A telecommuter/remote worker is obligated to report to their supervisor any injury which meets these criteria. Any claims must be reported promptly to ESS and will be investigated to determine work-relatedness. All claims will be handled according to the normal procedure for worker's compensation claims through existing ESS claim management processes detailed in AUI Safety Policy BCEP-01 ACCIDENT REPORTING REQUIREMENTS. Note that a delay in reporting may jeopardize Workers Compensation coverage. Any accidents are subject to drug testing based on a review of the incident, in accordance with the Safety Policy, MD-03 DRUG AND ALCOHOL USE.

**Schedule/Work Hours**

If there is a scheduling conflict, Departmental requirements take precedence over the schedule specified in the employee's Agreement. Management will provide the employee with advance notice, if possible, when flextime schedules or telecommuting must be curtailed or adjusted.

**Security of Information**

Employees may not compromise the confidentiality or security of AUI information due to remote computer access. The employee must comply with the policies and guidelines of proper use of information technology according to policy. Breaches of information security while working off-site, whether by accident or design, may result in immediate termination of the Agreement and/or may be cause for disciplinary action.