



## Telework / Remote Work Agreement Form

Name:

Job Title:

Manager:

Department:

Work Site:

Work From Home State:

### Agreement Type:

Proposed work from home address:

Phone number:

Do you have access to an ergonomically safe workspace?

Do you have all necessary hardware/equipment to access AUI systems during all working hours?

### **Agreement Duration**

The employee or supervisor may set an end date for this renewal. If no end date is specified, the agreement will be on-going. Per policy, regardless of the appointment duration specified on this renewal form, agreements can be changed or terminated at any time.

State Date:

End Date:

### **Home Office Hours (Specify time zone if applicable)**

<b>Monday</b>	
<b>Tuesday</b>	
<b>Wednesday</b>	
<b>Thursday</b>	
<b>Friday</b>	

### **Additional details / expectations:**

#### **Acknowledgement**

The approval and renewal of this agreement is subject to criteria outlined in relevant policies, this agreement, and including, but not limited to a review of operational needs and the supervisor's assessment of the employee's performance. The supervisor may require the employee to be in the office and adjust or cancel the work schedule accordingly. The arrangement may be terminated by the employee, supervisor, department, or management at any time prior to the end of the Agreement. The termination date will be set at least 30 days after the notice of termination is provided to all parties. If approved, there is no implied or stated guarantee that the agreement will be extended beyond the Approved Duration.

Agreement to or termination of the arrangement by the employee or the organization does not obligate AUI for relocation expenses to locate the employee to the remote worksite or to an organization work site nor does it create entitlement to a severance benefit.

"By completing this agreement, I acknowledge that I have read and understand the Telecommuting Policy ([HR Policy 2.6](#)). I understand and agree that AUI will have no liability for damages, direct or indirect, to employee-owned computer systems and/or software as a result of connection to an AUI remote computing network. Upon approval of this request, I agree to maintain my alternative workspace with appropriate safety considerations, and I will promptly report home workplace injuries in compliance with the Safety Policy. I understand I must adhere to all provisions of the Human Resources Policy Manual."

## Required Approvals

Direct Manager

Payroll Manager (if Remote):

Department Head

Assistant Director - HR

## Eligibility Requirements

For remote work arrangements requested by the employee, employees must meet the following eligibility requirements:

- a. Be in a position that is suitable for an alternative work arrangement,
- b. Meet communication expectations set by the supervisor (managers should communicate expectations regarding the usage of technology, availability, work hours, etc.),
- c. Demonstrate competency using remote collaboration tools as required,
- d. Meet all property management requirements for AUI / Observatory property,
- e. Have an ergonomically safe work area that is free from distractions and unsafe conditions,
- f. Be accessible during regular work hours and participate in meetings as requested, and
- g. 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.

In consultation with Human Resources, the employee's manager/supervisor has discretion in reviewing and approving a request for a telecommuting or remote work arrangement(s). Each request will be reviewed and approved on a case by case basis with approval of an employee's request contingent upon the above requirements. In addition, the following items impact eligibility:

- 1) Determination that the employee's position is suitable for and will be able to effectively work from an alternative location,
- 2) Organizational and operational needs of the department or division will not be compromised by the arrangement,
- 3) Demonstration of the ability to work without the immediate presence of a supervisor, and
- 4) Results in no significant, additional expense or fiscal hardship to the organization as described in the Telecommuting Policy.

The supervisor will provide the employee an explanation for denial or revocation of such requests.

An employee's performance while telecommuting or working remotely is measured using the same standards that apply when the work is performed at their designed site location and will be documented in the annual performance review.

Telecommuting and remote work agreements do not replace the formal medical accommodation process; however, a Telecommuting or Remote Work Agreement may be part of a reasonable accommodation for employees who are permanently or temporarily disabled. Contact your HR representative for guidance.

## Procedure

An employee who wishes to telecommute or work remotely should first discuss the matter with their Human Resources site representative and complete the Remote Work Agreement request form. The employee's direct supervisor, in consultation with the HR site representative as needed, will determine if the employee meets the eligibility criteria. If there is mutual agreement that an arrangement meets all of the criteria set forth, the Agreement should be signed and executed at least 45 days prior to the desired effective date of the arrangement, except if the agreement is part of the terms and conditions of the new hire's offer. The Agreement sets forth the starting date of the arrangement, the address and telephone number of the alternative work site, and the telecommuting/remote work schedule to be in effect. The request must satisfy appropriate routing and all approval signatures must be secured on the agreement prior to the arrangement becoming finalized. The approved (or denied) request/agreement will be placed in the employee's personnel file.

## 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 kept up-to-date in the Profile section of the HRIS and with their supervisor/manager. If an employee establishes an off-site work location in a State other than their designated work site, the employee will be subject to State tax withholdings in the new jurisdiction. Staff 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, and AUI Fiscal/Payroll. 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.

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 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 an ES&S representative 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 ES&S claim management processes detailed in AUI Safety Policy B CEP-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 schedules 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.