



Telework Agreement

Telework allows employees to work at home or in an alternate workplace for all or part of their workweek. University of the Incarnate Word (UIW) considers telework to be a viable option when both the employee and the job are suited to such an arrangement. Telework is not an entitlement, it is not a University-wide benefit, and it in no way changes the terms and conditions of employment with UIW.

This Agreement must be signed and approved by the employee's supervisor, and/or the head of the department (if applicable), the department vice president, and human resources. The employee must complete the Telework Self-Assessment form and include the form with this signed agreement. Offering the opportunity of telework is a management option and is not an employee right. An employee's participation in the telework program is entirely voluntary. The employee or supervisor may terminate telework at any time without cause. Please see the Telework and Alternative Work Schedule Policy in the Employee Handbook for additional information.

I. General Work Arrangement

1. This is an Agreement between _____ (“the department”) and _____ (“Employee”) to establish the terms and conditions for performing work at an alternate workplace with the following frequency (e.g. daily each week, on the same day every week, or on some routine basis).
2. This Agreement begins on _____ and ends on _____ (not to exceed one year). Thirty (30) days prior to the end of the one-year period, or at any time during the telework period, both parties will re-evaluate the Agreement, which can result in a new Agreement or termination of the Agreement. UIW management may alter this schedule or end the Agreement at any time at its discretion.
3. This Agreement will remain in the effect for the time indicated above unless altered or terminated at any time as described in section I.2.
4. The following conditions apply:
 - a. Under the terms of this Agreement, you are approved to work remotely ____ day(s) per ____ (week or month), which shall generally be on
 Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, and/or Sunday each week
or
 - b. Outline monthly schedule:

 - c. Employee's regular telework site location is (include address): _____

 - d. Employee's regular phone number is _____

5. On the days you are approved to work remotely, you are expected to be productive and actively engaged in work at least 8 hours a day during the department's core operating hours.
6. The employee will:
 - a. Remain accessible during the department's core operating hours, unless an alternative work agreement is also established.
 - b. Check-in with the supervisor to discuss work statuses and open issues;
 - c. Be available for video/teleconferences with the camera on, scheduled on an as-needed basis;
 - d. Be in a private space where confidential information can be maintained and cannot be overheard by others;
 - e. Be available to come into the office if a business need arises;
 - f. Be available to physically attend scheduled work meetings as requested or required by the department;
 - g. Request supervisor approval in advance of working any overtime hours (for non-exempt employees only);
 - h. Take rest and meal breaks in full compliance with all applicable policies and laws; and
 - i. Request supervisor approval to use vacation, sick, or other leave in the same manner as when working at the primary workplace.
7. Employee's duties, obligations, responsibilities, and conditions of employment with the University remain unchanged except those obligations and responsibilities specifically addressed in this Agreement. Job responsibilities, standards of performance, and performance appraisals remain the same as when working at the primary workplace. The supervisor reserves the right to assign work at any workplace.
8. The parties acknowledge that this Agreement may be evaluated on an ongoing basis to ensure that employee's work quality, efficiency, and productivity are not compromised by the telework arrangement described herein.
9. You acknowledge that if your supervisor deems that the telework arrangement is not working effectively or as envisioned, management may at any time adjust or end this Agreement. Management will strive to provide at least seven (7) business days' advance notice of any changes to this Agreement.

II. Safety Guidelines

1. Employee agrees to maintain a safe, secure, and ergonomic work environment and to report work-related injuries to the employee's supervisor and Human Resources at the earliest reasonable opportunity. Employee agrees to hold UIW harmless of any injury to others at the alternate worksite.
2. Employee agrees to not have any business guests at the alternate worksite.
3. Employees participating in telework should follow the recommended guidelines below to assist in surveying the overall safety and adequacy of their alternate worksite. Any safety deficiencies are the employee's responsibility to fix in a timely manner at their own expense. Employees should discuss any safety concerns with their supervisor to determine if telework is suitable. Safety guidelines do not encompass every situation that may be encountered. Employees are encouraged to obtain professional assistance with issues concerning appropriate electrical service and circuit capacity for residential worksites. Telework safety recommendations include the following:
4. While working at an alternate work site, the employee will:
 - a. Develop and practice a fire evacuation plan for use in the event of an emergency.
 - b. Check smoke and carbon monoxide detectors regularly and replace batteries as recommended.
 - c. Have a working fire extinguisher and check the charge as recommended.
 - d. Computers and monitors must be placed on sturdy, level, and well-maintained furniture.
 - e. Computer monitors should be placed where there is no noticeable glare from windows or lighting, and the monitor is at a comfortable height for viewing.
 - f. The computer keyboard and mouse should be at a height that does not cause wrist strain.
 - g. Use a surge protector and make sure all cables are grounded.

- h. Choose office chairs that provide good supporting backrests and allow adjustments to fit you comfortably.
- i. Locate computers, phones, and other electrical equipment in a manner that keeps power cords out of walkways.
- j. Keep the work area clean and avoid clutter, which may cause fire and tripping hazards.

III. Equipment and Information Security

1. The following expectations apply to an alternate workspace, equipment, purchase, set-up and maintenance, and information security:
 - a. Employee is responsible for providing space, telephone, printing, networking, and/or Internet capabilities at the alternate workplace and shall not be reimbursed by UIW for these or related expenses.
 - b. Employee will take precautions to secure, safeguard and protect UIW owned equipment, records, and materials from unauthorized or accidental access, use, modification, destruction, or disclosure. These precautions apply regardless of the storage media on which information is maintained, the locations where the information is stored, the systems used to process the information, or the process by which the information is stored.
 - c. Employees will report to their supervisor any incidents of loss, damage, or unauthorized access at the earliest reasonable opportunity.
 - d. All equipment, records, and materials provided by UIW shall remain the property of the University.
 - e. Personal vehicles may not be used for University business unless specifically authorized in writing by the employee’s supervisor and approval from the Vehicles Services Department in advance of such use.
 - f. All UIW owned equipment, records, and materials will be returned within 7 days of termination of the Telework Agreement. And within 7 days of written notice, employees must return UIW owned equipment for inspection, repair, replacement, or repossession.
 - g. Employees are responsible for tax consequences, if any, of working remotely, and for conformance to any local zoning regulations.

I hereby affirm by my signature that I have read and understand this Telework Agreement and the Telework and Alternative Workplace Policy in the Employee Handbook and agree to adhere to all of their provisions.

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| Employee Signature | Employee Printed Name | Date |
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Approval Signatures:

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| Supervisor approval Signature | Supervisor Printed Name | Date |
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| Department Head Signature (if applicable) | Department Head Printed Name (if applicable) | Date |
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| Vice President Signature | Vice President Printed Name | Date |
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| Human Resources Signature | Human Resources Printed Name | Date |
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Please send the signed agreement to the Human Resources Office along with the employees self-assessment for placement in the Employee’s personnel file. The employee and the supervisor should keep a copy of this agreement for future reference.