

CABRINI UNIVERSITY TELECOMMUTING WORK AGREEMENT

EMPLOYEE NAME: _____

DEPARTMENT NAME: _____

SUPERVISOR NAME: _____

OFFICE OR BUILDING LOCATION: _____

PHONE: _____

The following checklist is designed to assess the overall safety of the alternate work location. Each participant should read and complete the self-certification safety checklist. Upon completion, the checklist should be signed and dated by the participating employee and immediate supervisor.

The alternate work location is located (check one):

in home _____

not in home _____

Describe the designated work area: _____

To the best of one's knowledge:

- | | | |
|--|-----|----|
| 1. Is the space free of asbestos-containing materials? | Yes | No |
| 2. If asbestos-containing material is present, is it undamaged and in good condition? | Yes | No |
| 3. Is the space free of indoor air quality problems? | Yes | No |
| 4. Is there adequate ventilation for the desired occupancy? | Yes | No |
| 5. Is the space free of noise hazards (in excess of 85 decibels)? | Yes | No |
| 6. Is there a potable (drinkable) water supply? | Yes | No |
| 7. Are lavatories available with hot and cold running water? | Yes | No |
| 8. Are all stairs with four or more steps equipped with handrails? | Yes | No |
| 9. Are all circuit breakers and/or fuses in the electrical panel labeled as to intended service? | Yes | No |

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10. Do circuit breakers clearly indicate if they are in the open or closed position?
Yes No
11. Is all electrical equipment free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires, flexible wires running through walls, exposed wires fixed to the ceiling)?
Yes No
12. Will the building's electrical system permit the grounding of electrical equipment?
Yes No
13. Are aisles, doorways, and corners free of obstructions to permit visibility and movement?
Yes No
14. Are file cabinets and storage closets arranged so drawers and doors do not open into walkways?
Yes No
15. Do chairs have any loose casters (wheels)? Are the rungs and legs of chairs sturdy?
Yes No
16. Is the work area overly furnished?
Yes No
17. Are the phone lines, electrical cords, and extension wires secured under a desk or alongside a baseboard?
Yes No
18. Is the office space neat, clean and free of excessive amounts of combustibles?
Yes No
19. Are floor surfaces clean, dry, level, and free of worn or frayed seams? Yes No
20. Are carpets well-secured to the floor and free of frayed or worn seams? Yes No

Employee Signature

Date

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The following constitutes an agreement on the terms and conditions of telecommuting between:

_____ Date

Department Name

_____ Date

Employee Name

1. Employee agrees to participate in telecommuting and to adhere to applicable guidelines and policies. Yes No
2. Department concurs with employee participation and agrees to adhere to applicable guidelines and policies. Yes No
3. Employee agrees to participate in telecommuting for an initial period not to exceed three months beginning _____ and ending _____.

NOTE: This agreement may be extended beyond the initial three months period, if agreeable to the department and to the employee. In such case, the terms of this agreement should be reviewed and updated as necessary.

4. A copy of the Telecommuting Policy has been given to the employee. Yes No

WORK LOCATION/SCHEDULE

1. Employee's central workplace is: _____.

2. Employee's alternate work location is at:

_____.

Describe in detail the designated work area at the alternate work location.

_____.

(With reasonable notice, the University can inspect the designated workspace).

3. At the central workplace, employee's work hours will normally be from _____ to _____, on the following days: _____.
4. At the alternate work location, employee's work hours will normally be from _____ to _____, on the following days: _____.
5. Employee's time and attendance will be recorded the same as performing official duties at the central workplace.

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6. Supervisors will maintain a copy of telecommuter's work schedule, and employee's time and attendance will be recorded the same as if performing official duties at the central workplace.
7. Employee recognizes that he/she must meet all local, state & federal tax obligations while telecommuting.
8. The employee acknowledges that there are no local ordinances preventing people from working in their homes.

WORK STANDARDS/PERFORMANCE

1. Employee will meet with the supervisor to receive assignments and to review completed work as necessary or appropriate.
2. Employee will complete all assigned work according to work procedures mutually agreed upon by the employee and the supervisor, and according to guidelines and expectations stated in the employee's job description.
3. Supervisor will evaluate employee's job performance according to the employee's job description.
4. Employee agrees to limit performance of his/her officially-assigned duties to the central workplace or department-approved alternate work location. Failure to comply with this provision may result in loss of pay, termination of the telecommuting agreement, and/or appropriate disciplinary action.
5. Telework is not intended to serve as a substitute for child or adult care. If children or adults in need of primary care are in the alternate work location during employees' work hours, some other individual must be present to provide the care.
6. Employee will notify the supervisor of any change in status that prevents him/her from telecommuting.

COMPENSATION/BENEFITS

1. All salary rates, leave accrual rates, and travel entitlements will remain as if the employee performed all work at the central workplace.
2. Employee who works overtime that has been requested by his/her supervisor and approved in advance will be compensated in accordance with applicable law and state policy.
3. Employee understands that supervisor will not accept the results of unapproved overtime work.

By signing this form, employee agrees that failing to obtain proper approval for overtime work may result in his/her removal from telecommuting and/or appropriate action.

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4. Employee must obtain supervisory approval before taking leave in accordance with established office procedures. By signing this form, employee agrees to follow established procedures for requesting and obtaining approval of leave.

EQUIPMENT/EXPENSES

1. Employee who borrows University equipment agrees to protect such equipment in accordance with University guidelines. Department -owned equipment will be serviced and maintained by the department.

2. If employee provides own equipment, he/she is responsible for servicing and maintaining it.

3. Neither the University nor the department will be liable for damages to an employee's personal or real property during the course of performance of official duties or while using University/department equipment in the employee's residence.

4. Neither the University nor the department will be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities) associated with the use of the employee's residence.

SAFETY

1. Employee is covered by the appropriate provisions of the Commonwealth's Workers' Compensation Program, as appropriate, if injured while performing official duties at the central workplace or alternate work location.

2. Employee agrees to certify that the work location is safe and free from hazards.

3. Employee agrees to bring to the immediate attention of his/her supervisor any accident or injury occurring at the alternate work location.

4. Supervisor will investigate all accident and injury reports immediately following notification.

5. Employee attests they have homeowner's/renter's insurance to cover any University property being used while in their home.

CONFIDENTIALITY/SECURITY

Employee will apply approved safeguards to protect University or departmental records from unauthorized disclosure or damage, and will comply with the privacy requirements set forth in the state law and the University's Policies.

Employee's Initials: _____

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INITIATION AND TERMINATION OF AGREEMENT

1. Employee agrees to adhere to applicable guidelines and policies.
2. Department concurs with employee participation and agrees to adhere to applicable policies and procedures.
3. Employee may terminate participation in telecommuting at any time unless it was a condition of employment. Two weeks' notice to the department is recommended.
4. University may terminate employee's participation in telecommuting at any time. (Employees may be withdrawn for reasons to include, but not limited to, declining performance and organizational benefit). Two weeks' notice to the employee is recommended when feasible.

University-owned or leased equipment has been issued to the employee and has been documented by the department.

	<u>Issued</u>	<u>Date</u>	<u>Employee Provides</u>	<u>Date</u>
Computer	_____	_____	_____	_____
Modem	_____	_____	_____	_____
Fax Machine	_____	_____	_____	_____
Telephone	_____	_____	_____	_____
Desk	_____	_____	_____	_____
Chair	_____	_____	_____	_____
File Cabinet	_____	_____	_____	_____
Other	_____	_____	_____	_____

Supervisor _____
Date

Employee _____
Date

Vice President (or designee) _____
Date