

TELECOMMUTING WORK AGREEMENT: PART I

Please Note: This is not a campus-wide policy.

Employee Information

Name of Employee: _____ G Number: _____

Position Title: _____

Name of Supervisor: _____

Name of Appointing Officer: _____

Start Date: _____ End Date: _____

Remote Office

Remote Work Location:

Address:

City: _____

State:

Zip:

Country:

Telephone Number: _____ Fax Number (if applicable) _____

Landline Cellular

Will the designated work location (room) be used exclusively by the employee during telecommuting work hours? Yes No

Will anyone else be at the house during the days/times of telecommuting?

Yes No

Description of workspace at remote location (list exact room - attach pictures if possible):

Is it anticipated that the employee would hold meetings at the home worksite?

Yes No

Work Hours

Total work hours per week (onsite and offsite combined): _____

Start Date: _____ End Date: _____

Regular telecommuting schedule:

| <u>Weekday</u> | <u>Time</u> | <u>Location (check box)</u> | |
|----------------|----------------|-------------------------------|-----------------------------------|
| Monday: | _____ to _____ | Home <input type="checkbox"/> | / Onsite <input type="checkbox"/> |
| Tuesday: | _____ to _____ | Home <input type="checkbox"/> | / Onsite <input type="checkbox"/> |
| Wednesday: | _____ to _____ | Home <input type="checkbox"/> | / Onsite <input type="checkbox"/> |
| Thursday: | _____ to _____ | Home <input type="checkbox"/> | / Onsite <input type="checkbox"/> |
| Friday: | _____ to _____ | Home <input type="checkbox"/> | / Onsite <input type="checkbox"/> |

Equipment

University assets to be used at remote work location (if any) (including hardware, software, etc.): _____

Security

How will the security of data/information be protected? Including both hardcopy and electronic mediums, as well as the technology being used and who will have access? _____

Supervision

Do you supervise other employees? Yes No

If so, describe how will supervision be handled during telecommuting days?

TELECOMMUTING WORK AGREEMENT: PART II

Work Hours

It is the staff member's responsibility to give accurate and up-to-date information to the supervisor regarding work location and hours. The employee will maintain, for the purposes of Worker's Compensation liability, the hours of work stated in this Agreement. Timely and accurate completion and submission of time statements is the responsibility of the employee.

Departmental requirements take precedence over the schedule and telecommuting arrangements specified in this Agreement if there is a scheduling conflict. Management will provide the employee with advance notice, if at all possible, when flextime schedules or telecommuting must be curtailed.

Vacation time, sick leave, and all other exception time must be authorized by the Supervisor according to FWA guidelines.

Technical support, supervisory support, or clerical support cannot be assured beyond 8:00 a.m. to 5:00 p.m., when most regular working hours are scheduled.

Trial Period

New telecommuting agreements should begin with a 90 day trial period. At the end of the trial period the supervisor and employee should meet to evaluate the telecommuting agreement for effectiveness and performance. At that time a decision should be made and communicated to Human Resources on whether the agreement will continue or discontinue.

Worker's Compensation

A designated work space shall be maintained by the telecommuter at the alternate work location. Worker's compensation liability will be limited to work-related injuries at this work space as opposed to applying to all areas of the home.

Health and Safety

Telecommuters may have to participate in periodic health and safety inspections of their work site to make sure it meets GVSU standards. Telecommuters must review and sign the attached "Telecommuting Safety Checklist" prior to telecommuting.

Training and Meetings

Certain meetings are mandatory and will require the telecommuter to come to the office. Reasonable notice of upcoming meetings will be given to those employees. If a face-to-face work group meeting is necessary, it is the telecommuter's responsibility to attend the meeting at the office.

Equipment

Prior to finalization of this telecommuting agreement, it shall be established that the staff member will verify that they have appropriate equipment, software and connectivity to adequately complete their duties.

GVSU equipment is for University-related projects only. You may not use company equipment for unlawful purposes or for work for other employers, or may other persons use it.

Any hardware or software purchased by GVSU remains the property of the GVSU and will be returned to GVSU on request; products developed while telecommuting are the property of GVSU.

Equipment provided by GVSU will be maintained by the University. GVSU is not responsible for the temporary loss of telecommuting days due to equipment maintenance or repair, and the telecommuter is expected to report to the office or obtain approved leave in such a circumstance.

Equipment no longer used by a telecommuter must be returned on his or her next day in the office.

Software used by a telecommuter is subject to the same GVSU restrictions on duplication and unauthorized use as software used in the office. Software and configuration for work at home on non-University-owned equipment is the responsibility of the staff member. Computing Support will provide general documentation but will not troubleshoot connectivity issues.

The University assumes no responsibility for the repair, maintenance, or replacement of personally-owned equipment used for telecommuting. If loan equipment is available during the repair period, then the employee may continue telecommuting. However, if there is no available loan equipment, then the employee must work at the office.

Visits

Health and safety inspections of the home office may need to be arranged between the employee and GVSU. The University reserves the right to visit the employee home office without notice in order to retrieve equipment that the employee has not returned after being requested to do so.

Security of Information

Employees may not compromise the confidentiality or security of University information due to telecommuting, remote computer access, and so on. The employee must comply with the policies and guidelines of proper use of information technology found on the GVSU Information Technology Web site at <http://www.gvsu.edu/it> and any other guidelines issued by GVSU in general. Breaches of information security, whether by accident or design, while telecommuting, must be reported promptly and may be cause to abrogate the option and/or for disciplinary action.

Reimbursements and Telecommuting Expenses

Telecommuters must obtain supplies stocked at GVSU and will not be reimbursed if they are obtained elsewhere.

Additional costs of an off-site office, including that of additional telephone lines, telephone use charges and Internet Service Provider (ISP) charges, are not covered by GVSU.

Transportation costs to and from GVSU will not be reimbursable.

Domestic Care

During established work hours, the telecommuter agrees that family demands shall not compete with work except in the case of an emergency (see "Work Hours," above). Telecommuting will not be a substitute for dependent care.

Tax Liability

Any and all tax implications of telecommuting are entirely the responsibility of the telecommuter. Telecommuters are encouraged to seek professional advice in this area. Contact payroll at payroll@gvsu.edu or 616-331-2237 for assistance.

Local Zoning Ordinances

The telecommuter is responsible for observing any municipal zoning ordinances regulating the performance of work at home for telecommuting purposes.

Agreement

The information I have provided in Part I of this Telecommuting Work Agreement is accurate and will be followed on a regular basis or under the discretion of my supervisor. If any information changes, it is my duty to inform my supervisor and initiate the completion of an updated agreement. I understand that my up-to-date telecommuting agreement will be in my Human Resources personnel file.

I have read and understand Part II of this agreement, and I agree to the duties, obligations, responsibilities, and conditions for telecommuters described in these documents. I understand that all GVSU policies apply to off-site work locations.

I agree that, among other things, I am responsible for establishing specific telecommuting work hours (times that staff know they will be able to reach me); furnishing and maintaining my remote work space in a safe manner; employing appropriate telecommuting security measures; and protecting GVSU assets, information, confidential materials, and systems.

Duration and Termination of Agreement

I understand that my supervisor or GVSU may at any time change any or all of the conditions under which I am permitted to telecommute, or withdraw permission to telecommute for any reason or no reason. I also understand that I may at any time request a change or changes to my work hours, work days, or work location for consideration by my manager and GVSU. Any such changes to the terms agreed upon herein are subject to written approval by GVSU.

Limitations and Liabilities

The telecommuter understands and agrees that the telecommuter is liable for property damages and injuries to the telecommuter and third persons at the telecommuting site. The telecommuter agrees to indemnify and hold the University and all or any of its representatives harmless from and against any and all claims, demands, judgments, or liabilities (including any related losses, costs, expenses, and legal fees) resulting or arising from or in connection with any injury and damage (including death) to any person or property, caused directly or indirectly by the telecommuter's willful misconduct, negligent actions or performance of the telecommuter's duties and obligations under this agreement, except where liability arises solely from the negligence and misconduct of GVSU.

Employee's Signature: _____

Supervisor's Signature: _____

Appointing Officer's Signature: _____

TELECOMMUTING SAFETY CHECKLIST

General Recommendations

- Dedicate an area in your home or alternate work site that you will use for the sole purpose of maintaining your workstation. You should clearly identify this area prior to beginning work at the remote location.
- Agree with your manager on the hours you will consider "work time." If you must be present in the office periodically, clearly identify when the office workstation is the place of employment when applicable.

Workstation Design

- Adjust your computer screen so that it is approximately 18-26 inches from your eyes and its height is slightly below eye level.
- Reduce the risk of an injury by keeping your work area clean.
- Keep walkways clear and avoid clutter to reduce the risk of a slip or fall.
- Use power strips to avoid tangled extension cords.
- Ensure that all electrical cords are in good condition

Postural Considerations

- Keep your head straight and elbows bent at 90 degrees when using a keyboard.
- Always keep wrists in a neutral (straight) position.
- Keep feet flat on the floor and relax neck and shoulder muscles to minimize stress.
- Alternate work tasks, rotate activities, and take periodic mini-breaks to rest muscles.
- Sit with your head, neck, and back upright. Support your lower back with a pillow, if needed.
- When lifting, keep the load against your body and lift with your legs, not just your back.

I have read, and will do my best to comply with, these health and safety recommendations.

Employee's Signature: _____

Date: _____