

REMOTE WORK AGREEMENT

Employee Information		
Employee Name		
Department		
These conditions for teleworking are agreed upon by the employee, the supervisor, and the Divisional VP:		
The employee will work at (street address, city, zip code, phone, and e-mail):		
The employee's normal work schedule (day(s) and hours) will be:		
The following are typical assignments to be worked on by the employee at the remote location:		
The following UWS-owned equipment will be used by the employee in the remote work location and will be returned to UWS when directed or at the expiration of this agreement: Monitor Laptop Keyboard/Mouse Other (specify):		
Communication ("check-in") between the employee and his/her office (i.e., e-mail, voice mail, etc.) will be handled as follows:		
Planned expiration of agreement (if any):		

I have read and understand the Remote Work Guidelines (Attachment A) and the Remote and Hybrid Work Policy and agree to the duties, obligations, responsibilities and conditions described in the guidelines.

Employee Signature (Request)	Date	
Supervisor Signature (Approval)	Date	
Dean/Director/VP Signature (Review)	Date	

cc: Employee's Personnel File

Attachment A

REMOTE WORK GUIDELINES

Unless otherwise stated in the agreement, the supervisor, the Divisional Vice President, or the employee may discontinue the arrangement, generally giving at least one week's notice. The parties may negotiate a longer notice to provide for a smooth transition.

Remote Work Conditions

To ensure that employee performance does not suffer in remote work arrangements, remote or hybrid employees must:

- Choose a quiet and distraction-free working space.
- Have a consistent and reliable internet connection that's adequate for their job.
- Ensure they have the equipment needed to successfully do their job, including a computer, monitor, headset, and webcam.
- Ensure the workstation is clean, safe, free of any visible potentially offensive signage or posters, and with adequate lighting and ventilation.
- Dedicate their full attention to their job duties during working hours.
- Adhere to break and attendance schedules in compliance with employment laws for the state in which they reside and as agreed upon with their supervisor.
- Ensure their schedules overlap with those of their team members for as long as is necessary to complete their job duties effectively.

The remote work site may be at a place of residence or another location that meets the requirements.

Compensation and Benefits

Compensation is determined by job role. Health insurance, PTO, and other individual or group benefits are not altered by a remote working agreement. UWS may pay for remote employees to visit the campus, or other site, for <u>occasional</u>, mandatory in-person trainings or meetings.

Compliance with Policies

Remote and hybrid employees must follow the employee handbook and all <u>UWS policies</u>, as well as the following provisions specific to remote work.

- **A. Communication**. While working remotely, the employee is available by telephone, e-mail, or collaboration/conferencing tools during agreed-upon work hours. The employee and supervisor agree on expected turnaround time and the medium for communication.
- **B.** Conditions of Employment. A hybrid or remote employee's conditions of employment remain the same as for non-remote employees; wages, benefits and leave accrual remain unchanged.
- **C. Equipment**. Remote worksite furniture and equipment are generally provided by the employee, with the support of an initial setup stipend for new remote employees. Equipment purchased using the initial setup stipend is the property of the employee and can be used for both business and personal functions. Equipment and/or software is provided by UWS at the remote site must be used exclusively by the employee and for the purposes of conducting UWS business. Employees are responsible for safe transport and set-up of UWS-provided equipment. **Equipment liability**. UWS repairs and maintains equipment provided by UWS at the used at the UWS campus. Surge protectors are provided by UWS and must be used with any computer or other equipment provided to the employee is responsible for:
 - Intentional damage to the equipment;
 - Damage resulting from gross negligence by the employee or others at the employee's remote site; or
 - Damage resulting from a power surge if the surge protector is not used.

UWS may pursue recovery from the employee for UWS property that is deliberately, or through negligence, damaged, destroyed, or lost while in the employee's care, custody or control. UWS does not assume liability for loss, damage, or wear of employee-owned equipment. As such, the employee is responsible for replacing any equipment purchased using the initial setup stipend.

- **D. Dependent Care**. Hybrid or remote work is not a substitute for childcare or other dependent care. Employees shall make and maintain childcare provisions and/or other care-giver arrangements as necessary to permit the employee's undivided concentration on work assignments.
- E. Hours of Work. The employee must have regularly scheduled work hours agreed upon with the supervisor, including specific departmental core hours and hours of telephone accessibility. The agreed upon work schedule must comply with state and federal employment regulations. The employee may be required to attend in-person job-related meetings, training sessions and conferences, as directed by supervisors. In addition, the employee may be required to attend "short-notice" meetings via video conferencing.
- F. Incidental Costs. Unless otherwise stated in the Remote Work Agreement, all incidental costs, such as residential utility costs or cleaning services, are the responsibility of the employee.
- **G. Inclement Weather**. If the primary worksite is closed due to an emergency or inclement weather, the supervisor contacts the remote or hybrid employee. The employee may continue to work at the remote site as long as it is safe to do so. If there is an emergency at the remote site, such as a power outage, the employee notifies the supervisor as soon as possible. Based on the location of the employee, the employee may be temporarily reassigned to the primary worksite or an alternate worksite.
- **H. Inspections**. In case of injury, theft, loss, or tort liability related to remote work and/or UWS equipment, the employee must allow agents of UWS to investigate and/or inspect the remote site.
- I. Injuries. The employee is covered by workers' compensation for job related injuries that occur in the designated remote work site, including an employee's residence, during the defined work period. In the case of injury occurring during the defined work period, the employee must immediately report the injury to the supervisor. Workers' compensation does not apply to non-job-related injuries that occur in the home. UWS does not assume responsibility for injury to any persons other than the employee at the remote work site.
- J. Intellectual Property. Products, documents, and records developed while working remotely are property of UWS.
- K. Leave or Paid Time Off. The employee must obtain supervisory approval before taking leave or paid time off in accordance with UWS policy.
- L. Network Access. UWS supports remote work by providing network access to remote locations when feasible, at the discretion of UWS. Remote network access is gained through either VPN access on UWS equipment or <u>workspace.uws.edu</u> on all other devices.
- M. Performance & Evaluations. The supervisor and employee formulate objectives, expected results, and evaluation procedures for work completed while the employee is working remotely. The supervisor monitors and evaluates performance by relying more heavily on work results rather than direct observation. The supervisor and employee meet at regular intervals, normally at least once every two weeks, to review the employee's ongoing work performance.
- N. Personal Business. Employees may not perform personal business during hours agreed upon as work hours.
- **O. Policies**. UWS policies, rules and practices apply at the remote site, including those governing communicating internally and with the public, employee rights and responsibilities, facilities and equipment management, financial management, information resource management, purchasing of property and services, and safety. Failure to follow policy, rules and procedures may result in termination of the remote work arrangement, and/or disciplinary action up to and including termination of employment.
- **P. Quality of Work**. Work must be performed according to the same high standards as would normally be expected at the primary worksite. Hybrid employees that are not meeting performance standards may be required to return to a fully on-campus schedule.
- **Q. Questions**. If you have questions about the remote work program, or you would like to access training material, contact the office of human resources at 503-847-2557 or <u>hr@uws.edu</u>.
- **R. Record Retention**. Products, documents, and records that are used, developed, or revised while working remotely are saved in the university document management system or saved to the UWS OneDrive.
- S. Residence Work Site. The employee work site may be at the employee's residence. The employee may

not hold business visits or meetings with professional colleagues, customers, or the public at a residence work site. Meetings with other UWS staff at a residence work site are not permitted unless approved in advance by the employee's supervisor and the appropriate senior administrator.

- **T. Security**. Security and confidentiality must be maintained by the employee at the same level as expected at all worksites. Restricted access or confidential material may not be taken out of the primary worksite or accessed through a computer unless approved in advance by the supervisor. The employee is responsible to ensure that non-employees do not access university data, either in print or electronic form. If there is a known data breach, the employee notifies their supervisor immediately.
- **U. Taxes**. A remote work location in the residence may not qualify as a tax deduction. Employees should consult with a tax expert.
- V. **Travel**. Hybrid employees are not paid for time or mileage involved in travel between the remote site and the primary worksite.