

## **Telecommuting Agreement Scope and Duration of Agreement**

Telecommuting is available to employees deemed eligible by the University of Iowa. There exists no right to telecommute. Telecommuting Agreements are granted at the discretion of the University of Iowa.

This telecommuting Agreement is established between the University of Iowa and \_\_\_\_\_.

This Agreement will allow \_\_\_\_\_ to divide work time between a telecommuting workplace and the office workplace.

This Agreement shall become effective as of \_\_\_\_\_, and shall remain in effect until \_\_\_\_\_, unless modified or rescinded by Department or Employee. In the event that either the University or employee needs to withdraw from the Agreement, a four week notice shall be given unless a work place emergency necessitates immediate suspension. Every \_\_\_\_\_ month(s) the Agreement will be reviewed, or more often if necessary.

This Agreement is subject to the following conditions being met on a continuing basis:

- Employee performs duties at the expected performance standard.
- The nature of Employee's duties does not require that the duties be performed entirely at the University of Iowa.
- The telecommuting work arrangement does not interfere with normal interactions with supervisor, fellow employees and customers.
- The telecommuting work arrangement does not adversely affect the ability of other employees and/or customers to perform their work.
- Employee ensures his/her accessibility to staff who maintain traditional hours.
- Personal leave (vacation and sick leave) is handled in the same manner as prior to the telecommuting Agreement.
- Employee agrees to and follows an established work schedule.

### **Work Assignments**

The evaluation of the telecommuting arrangements will be based on the completion of the activities described in The Attachment, *Findings of the Review*.

### **Worksite**

#### Location

See Addendum A of this Agreements.

#### Safety

The employee agrees to furnish and maintain the worksite in a safe manner consistent with the requirements of state and federal safety regulations.

### **Schedule, Overtime, and Leaves of Absence**

#### Schedule

See Addendum A of this Agreement.

### Overtime

If the employee is non-exempt under the Fair Labor Standards Act, s/he will not work any overtime without the prior written approval of his or her department head or the department head's designee. The non-exempt employee will also maintain appropriate records of his/her hours worked including, but not limited to, overtime hours as required by University policy.

### Leaves of Absence

The employee agrees to notify appropriate University staff, and obtain permission as required by University policy if s/he needs to take a leave of absence for any reason.

### **Conditions of Employment and Pay Status**

All employment responsibilities and conditions (i.e., compensation, benefits, vacation time, over-time, rights, privileges and disciplinary procedures) apply at the telecommuting site as if the employee were at the primary work site. Requests to work over-time, vacation, sick leave and change of work schedule are to be approved in the manner in which they are approved on-site.

The employee is in regular pay status while at the telecommuting site. The employee will only be reimbursed for authorized or pre-approved expenses incurred while working for the University, as stated in University regulations.

### **Work Performance**

Employee is responsible for maintaining availability, levels of production at the expected standard, and quality of work at the expected standard while telecommuting. Inadequate availability, reduced work production and/or work quality may be cause for modifications or termination of Employee's participation in telecommuting. In such instances, the Employee may be required to return to work in the office work place.

On a non-telecommuting day, including periods of severe weather or emergency closing, the telecommuting Employee may not choose to work at the telecommuting site and receive pay for work at the site unless supervisor approval is received in advance or prior to any work performed at the home work place.

### **Communication**

The employee understands that effective communication is essential for this work arrangement to be successful. Accordingly, the employee agrees to be accessible during the work hours agreed upon. See Addendum A of this Agreement.

### **Support and Coordination**

The employee can receive telephone consultation through the ITS HELP Desk and the Health Protection Office. Employee/Occupational Health Services located in Boyd Tower, Clinic A, UIHC can provide preventative and informational guidance concerning occupational health concerns.

### **University Property and Employee Property**

The employee agrees to obtain written approval from the University before taking University property off campus. (If using University property, complete Addendum B.)

Any University property used by the employee remains the property of the University.

The employee agrees to protect University property against damage and unauthorized use and to report any damage to or malfunction of University property to his/her supervisor immediately.

The employee consents to periodic visits to the worksite by University personnel to repair, inspect, or retrieve University property. The University will notify the employee at least 24 hours before visiting for these purposes.

The employee agrees to return all University property to the University within 24 hours of being notified by an appropriate University administrator, or upon termination of the Agreement, whichever occurs first.

The employee agrees to follow all software licensing provisions agreed to by the University.

## **Insurance**

### Workers' Compensation

The employee will be eligible for workers' compensation benefits for any injury or illness that arises out of the employee's work, occurs at the worksite, and occurs during the working hours specified above, as may be required under the Iowa Workers' Compensation Act. The employee will report immediately all injuries and illnesses to his/her supervisor. If medical treatment is required, the employee shall contact the Workers Health Clinic, Boyd Tower, Clinic A, UIHC, (319)353-8653 during the clinic hours, 8:00 am to 4:00 pm, or the Emergency Treatment Center at UIHC (319)356-2233, if urgent treatment is necessary after hours.

### University Property

The University will insure all University property identified in this Agreement.

## **Indemnification**

The employee agrees to defend, indemnify, and hold harmless the University, from and against any and all claims, demands or liability (including any related losses costs, expenses and attorney's fees) resulting from, or arising out of injury to or death of third persons including, but not limited to, the employee's family members caused directly or indirectly by the employee's willful misconduct, negligence, or omissions relating to his/her duties and obligations under this Agreement, except where such claims, demands, or liability arise from the University's negligence.

## **Tax Liability**

The tax implications of telecommuting are the responsibility of the employee. The employee is encouraged to seek professional advice in this area.

## **Zoning Ordinances**

The employee is responsible for observing any zoning ordinances applicable to the worksite.

**Confidential Information**

Telecommuting may require the employee to take confidential information to the worksite. Consequently, there is a greater risk that such information may be disclosed to third parties. The employee will take reasonable precautions to prevent such disclosure.

**Documents, Materials, Inventions, and Other Improvements**

Patents, copyrights, and other rights in inventions and in written and recorded materials developed at the worksite or otherwise under this Agreement are the property of the University as established under University policy.

**Scope of the Agreement**

The employee understands that all obligations, responsibilities, and terms and conditions of employment with the University remain unchanged, except those specifically addressed in this Agreement. Any breach of this Agreement by the employee may result in modification or withdrawal of telecommuting privileges under this Agreement, termination of this Agreement, and/or disciplinary action, up to and including termination of employment.

**Governing Law**

This Agreement is made and entered into the State of Iowa and in all respects will be interpreted, enforced, and governed under the laws of the State of Iowa. Jurisdiction and venue for litigation of any dispute, controversy, or claim arising out of or in connection with the Agreement will lie exclusively in the federal or state courts in Johnson County, Iowa. By signing the Agreement, the employee consents to service of process from these courts.

I have read and understand this Agreement, understand its provisions and, by signing below, agree to be bound by its terms and conditions. I also acknowledge that I was given the opportunity to have this Agreement reviewed by my own legal counsel prior to entering into it.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
University of Iowa

\_\_\_\_\_  
Date

**ADDENDUM A** (For Addendum A, you may substitute the final two pages of the Telecommuting Screening Tool.)

**Telecommuting Work Assignments:**

Tasks

Evaluative Criteria

**Telecommuting Schedule:**

Telecommuting Work Schedule

On-Site University Work Schedule

From To

From To

Sunday

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday

Daily Meal Period

Daily Paid Breaks

**Telecommuting Location:**

Address:

Telephone Number:

Description of worksite:

**Equipment/Services:**

Equipment/Services Required

Provided by:

**ADDENDUM B**

University Property Located at the Telecommuting Site:

The following lists the University property that will be located and used at the telecommuting site. Any University property used in the telecommuting arrangement remains the property of the University.

Property: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

It is agreed that the employee

will protect University property against damage and unauthorized use and to report any damage to or malfunction of University property to his/her supervisor immediately.

will consent to periodic visits to the worksite by University personnel to repair, inspect, or retrieve University property. The University will notify the employee at least 24 hours before visiting for these purposes.

will return all University property to the University within 24 hours of being notified by an appropriate University administrator, or upon termination of the Agreement, whichever occurs first.

By signing my name below, I am agreeing to the above terms under which I may use University property during my telecommuting arrangement.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date