



**TELECOMMUTING AGREEMENT**

- C. **Trial Period.** A 3 month trial period (not to exceed three months) will run from \_\_\_\_\_ to \_\_\_\_\_. Upon completion of this trial period, UNMC will evaluate the success of the schedule to determine whether it can be continued.
- D. Employee understands that telecommuting is a cooperative arrangement between UNMC and Employee, not an entitlement and is based on:
  - d. The needs of the job and work group.
  - e. The Employee's past and present levels of performance to include reliability and past attendance records.
  - f. If at any time management determines the telecommuting arrangement is not successful, UNMC may require the Employee to return to a regular schedule in the office at any time within or at the end of the trial period.
  - g. If Employee is unable to meet expectations under the Telecommuting arrangements, disciplinary action up to and including termination may take place.
- E. Telecommuting arrangements can be modified at any time by UNMC or by mutual agreement between UNMC and the Employee.

**AGREEMENT**

**A. CONTINUATION OF BASIC TERMS AND CONDITIONS OF EMPLOYMENT**

- a. **Job Duties.** The Employee's work status, job duties, and responsibilities will remain essentially unchanged as a result of this Agreement. \_\_\_\_\_, \_\_\_\_\_ may require written reports to a supervisor regarding work progress. The Employee will remain obligated to comply with all University and departmental rules, policies, practices, and procedures, including the safeguarding of confidential information and all appropriate use policies.
- b. **Compensation.** The Employee will continue to receive compensation at the same rates as prior to telecommuting.
- c. **Agreement Obligation.** This Agreement and any revisions are not contracts or promises of employment. Nothing in this Agreement guarantees employment for any specific term.
- d. **Work Hours.** In order for telecommuting arrangement to succeed, it must be a seamless operation. The Employee needs to be as accessible during the agreed-upon work hours just as on-site colleagues are regardless of work location.

**B. TELECOMMUTING EQUIPMENT AND SUPPLIES**

- a. **Home Office Furnishings, Maintenance and Telephone Service.** The Employee is responsible for the costs of establishing and maintaining the home/work area, as well as providing phone and secure internet connectivity. The employer will provide secure access via a digital platform (appstore.unmc.edu) and the employee is responsible to securely connect via this platform.”
- b. **Telecommuting Equipment.** \_\_\_\_\_, \_\_\_\_\_ may, within \_\_\_\_\_, \_\_\_\_\_ sole discretion, provide to the Employee certain equipment such as computer hardware/software as deemed necessary to perform assigned off-site as identified below:
  - a. UNMC provided equipment is the sole and exclusive property of the University

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and is subject to the same business use restrictions as if it were on-site. The Employee will not move the equipment from the designated area, except as may be necessary to return the equipment to

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and shall be liable for the condition of the equipment, except for normal wear and tear, and for damages caused by unauthorized use of such equipment.

- b. **Notification of Equipment/Internet Failure.** Employee is expected to notify his/her supervisor within 2 hours of equipment malfunction or failure on a workday. In the event of such malfunction or failure, UNMC may, at

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ sole discretion, supply the Employee with temporary use of departmentally owned equipment or require the Employee to work at the office.

- c. If internet/phone communication is lost at home on a workday during work hours, the employee has the option of coming into work or taking vacation.

- c. **Unauthorized Use of University Property.** The equipment, supplies, and other property provided by UNMC is provided exclusively for use in providing services to

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. It may not be used by any person not employed by UNMC (including household members), except as may be required for business-related reasons. All University of Nebraska, UNMC and \_\_\_\_\_, \_\_\_\_\_ appropriate use policies apply.

- d. **Return of University Property.** The equipment, supplies, and other property provided by UNMC should be returned within 5 days of UNMC's request. Upon termination of employment, all equipment, supplies, documents, and other departmental property, specifically identified above, as may be amended from time to time, must be returned promptly to UNMC. In the event the telecommuting arrangement set forth in the Agreement ends, the Employee's obligation to return University property continues.

**C. SAFETY**

- a. **Designated Work Area.** The Employee is required to maintain a designated work area at home.
- b. **Maintenance of Work Area.** The Employee shall maintain the home/work area free of safety hazards and other dangers and shall use and maintain equipment and supplies in a safe and appropriate manner.
- c. **Work Area Inspections.** The Employee agrees that UNMC has the right to make periodic visits to your home office to audit your compliance with these safety standards. Reasonable efforts will be made to schedule such visits in advance.
- d. **Reporting of Injury.** The Employee must report any work-related injuries to his/her immediate Supervisor immediately, but no later than 24 hours after such injury, using the standard injury reporting process. This is no different than the expectation of an employee when working in the office. The Employee agrees that it may be necessary for a University representative to visit your home office to investigate an injury report.
- e. **Employer Liability.** The University assumes no liability for injuries to you that occur outside of the home/work area or outside of your working hours. In addition, the University makes no representations on the personal tax and insurance implications of this telecommuting arrangement. The employee will maintain insurance coverage for the home office and provide proof of insurance to UNMC.

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**D. WORK AND FAMILY**

- a. This telecommuting arrangement is not to be viewed as a substitute for family care arrangements. Employee will make family care arrangements for the times he or she is scheduled to perform work for UNMC. Family care will not interfere with the employee's work responsibilities and safety obligations.

**E. WORK SCHEDULE**

- a. The Employee agrees to abide by the work schedule set forth in this document, which may be amended from time to time by the Employee's Supervisor or by mutual agreement.
- b. The Employee acknowledges and agrees that compliance with this schedule is necessary to ensure maximum accessibility.
- c. The Employee must obtain prior Supervisor approval for working anything other than the scheduled hours per day, including any overtime.
- d. Requests for vacation and sick leave will be handled the same as if the Employee was at the office, including prior notification.
- e. All staff and client meetings are the responsibility of the Employee and shall be attended by such even if the meeting is scheduled on a telecommute day.

**F. TERMS OF THIS ARRANGEMENT**

- a. Nothing in this Agreement guarantees the Employee a telecommuting arrangement for any specific term. This Agreement can be modified at any time by UNMC or by mutual agreement between UNMC and the Employee. This agreement does not constitute a contract of employment between you and UNMC and does not alter the basic employment at will relationship between you and the employer. All UNMC and \_\_\_\_\_ policies, procedures and appropriate use agreements apply to you unless this agreement states otherwise.

**G. MISCELLANEOUS**

- a. Both parties agree that this Agreement supersedes any previous written or oral agreements between them relating to the same subject matter and represents the entire agreement regarding telecommuting arrangements. The Employee agrees to abide by the terms stated in this Agreement and \_\_\_\_\_ attachments.

<b>TELECOMMUTING AGREEMENT</b>
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**SIGNATURES**

Employee Name	Title/Position	Signature	Date
Supervisor Name	Title/Position	Signature	Date
Chair/Director Name	Title/Position	Signature	Date
Carmen Sirizzotti	Associate Director, HR Compensation & Staffing		
Human Resources – Compensation & Staffing	Title/Position	Signature	Date