

The following constitutes the terms and conditions of telecommuting between the University of Virginia and the designated employee.

Employee:

Name	Employee #	School/Dept.	Pho	one	Email Addr	ess
Supervisor:						
Name	Employee #	Work Location Address	Pho	one	Email Addr	ress
Physical Work Location:	* Please circle:	Home Other *			1	
Address		City			State	Zip Code
Physical Work Location Con	tact Information	<u>.</u>				
Phone	(Cell Phone	Email A	ddress		
Duration of Plan:						
Start Date		End I	Date			
Telecommuting Work Schee	dule:					
In Office Day(s): M T	W Th F S	Su (Please circle)	# Work Hours:			
At Home Days(s): M T	W Th F	S Su (Please circle)	# Work Hours:			
			Total Work Hours:			
Describe Tasks to be Perfor	med While Telec	ommuting:				

 1.

 2.

 3.

 4.

<u>Draw Layout of the Telecommuting Work Space:</u> (Include electrical outlets, furniture, equipment, doors, windows, and phone outlets. Attach separate sheet, if necessary.)

Alternative Worksite Internet Connection:

Does employee have broadband wired access to the internet?	Yes:	No:
Type of Connection:		

Employee-Provided Equipment:

1.
2.
3.
4.
5.
Note: Employee owned computers and other equipment must comply with all provisions of the University's Deligy on Electronic
Note: Employee-owned computers and other equipment must comply with all provisions of the University's Policy on Electronic
Storage of Highly Sensitive Data https://policy.itc.virginia.edu/policy/policydisplay?id=IRM-015

University-Provided Equipment (please check) and Supplies Provided:

Equipment:		Describe Type and Identification Number:
Lар Тор		
Docking Station		
Monitor		
Key Board and Mouse		
Scanner		
Printer		
Fax		
Surge Protector		
Internet Connection		
Land-line Telephone	<u> </u>	Long Distance required (please circle): Yes: No:
Cell Phone		
Personal Digital Assistant (PDA)		
Cumplics Drovided 9 Monthly Esti	mated Cast	
Supplies Provided & Monthly Esti	mated Cost:	
1.		
2.		
3.		
4.		
5.		
Note: Please use additional sheet	s for documenting addition	al supplies provided.

Confidentiality/Security:

The employee will:

- 1. Apply approved safeguards, in accordance with University policy, to protect University information from unauthorized disclosure or damage; and
- 2. Comply with federal, state, and University policies and procedures regarding the disclosure of public and official records. Work done at the employee's alternative worksite is regarded as official University business. All records, documents, and correspondence, in written or electronic form, must be safeguarded for return to the University. Release or destruction of records should be done with the knowledge of the employee's supervisor and in accordance with applicable state and University policy and procedure. Electronic/computer files are considered University records and shall be protected as such. See University policy on Electronic Storage of Highly Sensitive Data:

<u>https://policy.itc.virginia.edu/policy/policydisplay?id=IRM-015</u> and Guidance on the Electronic Storage of Highly Sensitive Data <u>http://www.itc.virginia.edu/security/highlysensitivedata/</u>. It is University policy that any sensitive data stored on individual-use electronic devices and media shall require the approval of the appropriate Vice President or Dean. See also University policy on Electronic Removal of Data <u>https://policy.itc.virginia.edu/policy/policydisplay?id=IRM-004</u>.

Work Standards/Performance:

The employee will:

- 1. Comply with all federal and state laws and applicable University policies and procedures when telecommuting;
- 2. Meet with the supervisor to receive assignments; discuss how routine communication between the employee, supervisor, co-workers, and customers will be handled; and to review completed work as the supervisor deems necessary;
- 3. 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 performance plan;
- 4. Notify the supervisor immediately of any situation which interferes with his/her ability to perform the job;
- 5. Permit the supervisor access to the alternative work location during assigned work hours; and
- 6. Limit performance of his/her officially-assigned duties to the central workplace or University-approved alternative work location.

The supervisor will evaluate employee's job performance according to the employee's performance plan. The supervisor and employee will complete the review schedule and process information to outline review schedule outside of the annual employee performance plan.

<u>Review Schedule</u>: (It is advisable to conduct periodic reviews of the telecommuting employee's work performance. It is recommended that telework be reviewed initially after 30 days and quarterly thereafter. This documentation should be used in completing the employee's annual performance review.)

Telecommuting Start Date: _____

30-Day Review Date:

Quarterly Review Dates:

Review (this format should be used during the 30 day and quarterly review dates):

Objectives/Deliverables	Task/Work Delivered	Status	
1.	Comments:		
			Met
			Not Met
2.	Comments:		
			Met
			Not Met
3.	Comments:		
			Met
			Not Met
4.	Comments:		
			Met
			Not Met

Hours of Work/Compensation/Benefits:

The employee:

- 1. Agrees to apply themselves to his/her work during assigned work hours and to maintain at least the current productivity and quality levels at the alternative work location;
- 2. Acknowledges that schedule changes may be made at the discretion of the supervisor and that the operational needs of the University shall take precedence over telecommuting;
- 3. Agrees to obtain prior approval before working overtime and understands that the supervisor will not accept unapproved overtime work; and
- 4. Agrees to follow established unit procedures including obtaining supervisory approval in requesting and obtaining approval of leave.

The supervisor:

- 1. Agrees that procedures are in place to document the work hours of the employee while working at the alternative work location and to ensure compliance with the Fair Labor Standards Act; and
- 2. Will discuss with the employee their status during emergencies or weather-related closings affecting the central or alternative work locations.

All salary rates, leave accrual rates, and travel entitlements will remain as if the employee performed all work at the central workplace. All authorized overtime hours will be compensated in accordance with applicable law and University policy.

Safety:

The employee:

- Understands that he/she is covered by the Commonwealth's Workers' Compensation Program, the Virginia Sickness and Disability Program (VSDP), or alternate plan if injured while performing official duties at the central workplace or alternative work location during assigned work hours;
- Agrees to maintain the designated workspace within the alternative work location in a safe condition, free of recognized defects and hazards (such as frayed or loose electrical wires; floor surfaces that are not clean, dry and level; damaged or ergonomically incorrect seating and furniture; improper lighting; etc.) and other dangers to the employee and any University equipment provided; and
- 3. Agrees to bring to the immediate attention of his/her supervisor any accident or injury occurring at the alternative work location.

The supervisor will investigate all accident and injury reports immediately following notification.

Equipment/Liability/Expenses:

The employee provided with University equipment agrees:

- 1. To protect such equipment in accordance with University policies. (The employee may be under financial liability for the loss or damage of University equipment if the loss or damage results from negligence, intentional act, or failure to exercise reasonable care, safeguarding, maintenance, or service of this equipment.);
- 2. That University-owned equipment shall be serviced and maintained by the University or a University-approved vendor. (Using a private vendor may subject the employee to disciplinary action.);
- 3. That he/she must return promptly any University-owned equipment upon termination of the telecommuting plan;
- 4. That the University assumes no liability for damages to an employee's personal or real property during the course of performance of official duties or while using University equipment in the employee's residence;
- 5. That he/she is responsible for service and maintenance of his/her own equipment;
- 6. Understands that the University assumes no liability or responsibility for operating costs, home maintenance, or any other incidental costs (e.g., utilities) associated with the use of the employee's residence; and
- 7. Agrees to obtain approval from his/her supervisor prior to purchasing any item (out-of-pocket expenses) for use at the alternative work location.

Termination of Plan:

- 1. The employee may terminate participation in telework at any time unless telecommuting was a "condition of employment". Two weeks notice to the University is recommended.
- 2. The supervisor may terminate the employee's participation in telework 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.

Acknowledgment:

As the employee, I acknowledge that I have been given a copy of the University's Telecommuting from Alternative Work Locations policy.

**** Please initial: _____

Approvals:

By signing below the Employee, Supervisor, and Department Head agree to the terms of this Telecommuting Plan. A copy of the Telecommuting Plan is to be retained by the Department/Unit.

Failure to comply with the terms of this Telecommuting Plan may result in termination of the telecommuting plan, and/or appropriate disciplinary action.

Employee	Date
Supervisor	Date
Department Head	Date

Note:

The department/unit HRMS Specialist **must** update the employee's Assignment Descriptive Flexfield in HRMS by indicating the value: "Yes, employee telecommutes 32 or more hours per month" or "Limited, employee telecommutes less than 32 hours per month."