Form 08.112  Teleworking Agreement

This agreement is between the employee noted below and UNCW. The purpose of this agreement is to specify the terms and conditions applicable to the arrangement for performing compensable work at an alternate work site on a regular basis. The alternate work sites, such as an employee’s home, are not provided for or maintained by UNCW.

Employee Name: ___________________________________________  ID# ________________

Alternate worksite address and telephone number is:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

The signatures below attest to the understanding and mutual agreement of the following:

1. This agreement is scheduled to begin on __________ and will continue through __________. Any modifications or extensions require mutual agreement and the signature of both parties.

2. By signing this agreement, the employee understands and agrees that teleworking is not an employee benefit. Therefore, this agreement does not extend to others not named above nor is any employee entitled to or guaranteed the opportunity to telework or the continued ability to telework.

3. The salary, overall job responsibilities, and fringe benefits are not changed because of this agreement. Specific work assignments are still assigned by the supervisor of this position and are identified in the Work Plan.

4. The Fair Labor Standards Act (FLSA) still covers all compensable work. This means vacation leave, sick leave, time record, overtime, and other related wage-hour provisions are still in effect. The total number of hours an employee works per week is not to change as a result of this agreement. The specific work hours for this agreement are:

________________________________________________________________________

5. The teleworker agrees to not work any overtime without prior written approval from the supervisor.
6. All other UNCW policies and procedures that govern terms and conditions of employment still apply to the teleworker.

7. Once implemented, UNCW may reassign campus office space (formerly assigned to the teleworker) to others as the university deems appropriate and in its sole discretion. Due to the shortage of office space on campus, this could likely result in limitations on the teleworker being able to immediately return to a campus office if he or she chooses to terminate this agreement. Therefore, the teleworker agrees to give UNCW reasonable notice of any intent to terminate this agreement so that university provided office space can be arranged.

8. The teleworker may still be required to come physically to campus for certain assignments and meetings. The times and amount of presence on campus will vary depending on the expectations of the supervisor. Travel from home to the university is considered ordinary commuting and is not compensable as business travel.

9. UNCW may choose to provide payment for certain services that would facilitate this agreement. Examples include private high speed internet service. Such provisions would be subject to the State purchasing rules and regulations and any other applicable UNCW policy.

10. UNCW recognizes that effective communication is essential for this agreement to be successful. Therefore, the teleworker must be available to communicate with campus (supervisor, other offices, etc.) during the specified work hours. Such communications may be via email, fax, telephone, etc. as directed by the supervisor.

11. UNCW may provide certain office equipment or other items to facilitate this agreement. Examples include a computer, software, etc. All such items remain the property of UNCW at all times and must be returned upon request. Further, the teleworker agrees to obtain written approval from UNCW before taking any university property off campus. UNCW will provide routine office supplies as needed.

12. The teleworker agrees to use the university-owned equipment and other job-related materials for university business only, and to protect them against unauthorized access, use, modification, destruction, theft, or disclosure. Incidental personal use of electronic equipment is permitted but it must not interfere with work assignment or communication and is subject to the Responsible Use of Electronic Resources Policy. The teleworker agrees to report any loss, damage, or unauthorized access to one’s supervisor as soon as possible and in accordance with the Misuse of State Property Policy.

13. The teleworker agrees to encrypt any sensitive data that is taken off the premises on any type of storage device or media. The teleworker will access the UNCW network through the VPN. Procedures for setting up a VPN connection can be found at http://www.uncw.edu/itsd/staff/vpn.htm.

14. The teleworker must insure that anti-virus software is active and up to date and PCs firewall is active.
15. The teleworker must not alter ITSD security configuration.

16. The teleworker must insure that you use a method to secure your wireless connection if applicable.

17. The teleworker must utilize a secure means of telecommunications when conducting UNCW business. Wireless telephones are not very secure.

18. The teleworker agrees to return all UNCW property to the university within 24 hours of being notified by an appropriate UNCW administrator, or upon termination of this agreement.

19. The teleworker agrees to allow periodic visits to the alternate site to inspect, repair, or retrieve UNCW property. UNCW will provide at least 24 hours notice before such visits.

20. UNCW will not provide for or reimburse any expenses related to the construction, repair, renovation, heating, lighting, utilities, and any other operational costs for the alternate worksite.

21. UNCW is interested in the teleworker’s health and safety while working at the alternate worksite just as if one were working in a campus facility. For this reason, the employee is required to maintain a healthy and safe work environment at the alternate worksite. The worksite must be equipped with a functioning smoke alarm and fire extinguisher. If the employee has questions about the adequacy/safety of the alternate worksite, UNCW will advise on how to go about making an assessment and obtaining professional assistance. UNCW reserves the prerogative to conduct a safety inspection (during established working hours) of the alternate worksite before the commencement of this agreement and periodically throughout its duration.

22. UNCW will be responsible for work-related injuries under North Carolina workers compensation laws, but this liability is limited to injuries within the course and scope of employment. Claims are to be processed according to established university procedures. The employee agrees to indemnify and hold UNCW harmless for injuries to others the employee may cause at the alternate worksite that occur outside the course and scope of employment.

23. By state policy, teleworking is not to be viewed as a substitute for dependent care. UNCW recognizes that one advantage of working at an alternate worksite is the opportunity to have more flexible time; however, it is the employee’s responsibility to insure that he or she is fully able to fulfill work requirements and assignment completion schedules without having concurrent dependent care responsibilities. Teleworkers subject to overtime must honor the established work hours noted in this agreement.

24. It is the employee’s responsibility to determine any income tax implications of maintaining an alternate worksite in the home. UNCW will not provide tax guidance, nor will it assume any additional tax liabilities related to an alternate worksite at the employee’s home.
25. Accomplishing certain tasks may require the teleworker to take confidential information to the alternate worksite. Consequently, there is a greater risk that such information may be disclosed to third parties. Therefore, the teleworker agrees to take reasonable precautions to secure confidential information and to prevent any such disclosure.

26. UNCW may terminate this agreement at any time and for any reason upon written notice.

I have read and understand this agreement, understand its provisions and, by signing below, agree to be bound by its terms and conditions.

Employee: ________________________________ Date: ____________
(signature)

______________________________
(typed or printed name)

UNCW Authorization

Supervisor/Director: ________________________________ Date: ____________
(signature)

______________________________
(typed or printed name)

Division Head or Dean: ________________________________ Date: ____________
(signature)

______________________________
(typed or printed name)

Please forward the ORIGINAL of this agreement with all necessary signatures to Human Resources for inclusion in the employee’s official personnel file.