

Teleworking Agreement

This agreement between North Carolina Agricultural and Technical State University (NCA&T) and _____ allows the employee to begin teleworking. The employee by signature below agrees to abide by the agreement and further acknowledges that he/she understands the provisions. The Teleworking Agreement will continue for a period of six (6) months, after which there must be a thorough review of the employee's performance to ensure that the results and performance are satisfactory as determined by the Department and the Division of Human Resources.

Teleworking is a **privilege** which may be granted under appropriate circumstances to high performing employees whose job responsibilities are suited to such an arrangement. Each request to telework will be decided on an individual basis under the guidelines set forth below.

Eligibility

To be approved for teleworking, a plan must be developed that meets the following conditions:

1. The teleworking arrangement shall have no negative impact on:
 - The employee's or another employee's performance
 - Inter-departmental communications
 - The efficiency or effectiveness of work coordination between interdependent work units
2. The employee must have completed probationary status, have successful performance evaluations and not be under a performance improvement plan.
3. Both the employee and the immediate supervisor shall sign the Teleworking Agreement, indicating agreement on the teleworking conditions and restrictions.
4. The specific teleworking agreement between the employee and his/her immediate supervisor must be authorized by the Division of Human Resources.

Responsibility and Accountability

All telework arrangements are revocable, and may be discontinued at any time and for no reason. In addition, an employee may discontinue participation in teleworking at any time. Teleworkers are responsible for reporting time worked, leave used, and for adhering to attendance policies. Overtime shall not be worked unless authorized in advance by the supervisor.

Equipment and services may be provided by and paid for by the employee's department, at the department's sole discretion. This is considered to be for work purposes only and not for personal use. It is the employee's responsibility to ensure that no one else has access to the equipment. Equipment such as computers, printers, and software will remain the property of the NCA&T while on loan, and must be returned upon termination of the teleworking arrangement. Employees must return the equipment in the same condition in which it was originally received, except for normal wear and tear. An employee's out-of-pocket expenses for other supplies or services will not be reimbursed unless he/she has received prior approval of the manager. NCA&T will not reimburse the employee for travel expenses to and from the office on days when he/she is required to come into the office.

Employee's Responsibilities

- Employees who are unable to work due to illness must use leave, and must report their absence to their supervisor.
- Employees who wish to be relieved of responsibility for work on a particular day or days must use vacation or leave, as appropriate.
- Employee must obtain supervisor approval when making a change in his/her work schedule.
- Employee must be on site as necessary to attend meetings, training sessions, or similar events or occurrences.
- The employee is not to conduct "face-to-face" NCA&T business (e.g., meetings) at the home site.
- Failure to fulfill normal work requirements, qualitative or quantitative, may be cause for disciplinary action or dismissal.

- Employee must remain obligated to comply with all NCA&T rules, policies, practices and instructions. Failure to do so may result in the termination of the teleworking agreement and/or disciplinary action, up to and including dismissal.
- Telework employees will not act as primary caregivers for dependents during the agreed upon work hours. Employees should make dependent care arrangements to permit concentration on work assignments.
- The employee must ensure that the home office is just that: a space set aside for the employee to work.
- NCA&T has the right to visit the teleworker's home to ensure the designated work location meets safety and ergonomic standards. Such visits will not be scheduled without giving the employee prior notice and will be conducted during normal business hours.
- NCA&T does not pay for costs associated with working at home, e.g., electrical, heating, etc. (with the exception of agreed upon reimbursable costs, such as itemized charges of work related long distance calls).
- NCA&T property such as computers, printers, fax machines and other equipment loaned to an employee is the employee's responsibility while it is not on the central work site premises. Employees are expected to take reasonable precautions to protect the equipment from theft, damage, or misuse.
- Safeguard confidential work-related information. The employee will protect all University information from unauthorized disclosure or damage and will comply with NCA&T policies/procedure. Release or destruction of records should be done only at the central work site in accordance with State law and NCA&T policy and procedure. Computerized data are considered official University records and shall be similarly protected.

Accidents and Injuries

The employee will assure that his/her tele-workstation is a safe environment for work.

NCA&T will be responsible for any work-related injuries, but this liability is limited to injuries resulting directly from work and only if the injury occurs in the designated work area, during the assigned work hours. Any claims will be handled according to the normal NCA&T procedure for Workers' Compensation claims. In the event of a job-related injury the employee must report the event to his/her supervisor and the Division of Human Resources.

Right to End a Teleworking Status

Management has the right to end teleworking arrangements at its sole discretion. In the event of a terminated agreement, the teleworking employee will be given a specific date to return to the central work site. After the date, if the employee chooses not to return to the worksite, and does not contact the manager for three consecutive days, this will be considered to be a voluntary resignation without notice and will be treated as such.

Management termination of a teleworking arrangement by itself is not grievable under the Mediation and Grievance Policy, nor is it grievable to the State Human Resources Commission.

Teleworking schedule:

Day of the Week	Work Hours	Location of Work C=Central Work Site R=Remote Work Site
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		

If the employee is FLSA subject, the employee has been advised not to work more than 40 hours in any work week, unless prior approval has been given by management.

Office Communications

Describe how the employee will maintain communications with the office during teleworking hours (i.e., how often checking voice mail or e-mail, forwarding phones, etc.).

Equipment, Software, and Supplies

List of equipment, software, other internet connections, phone lines, and supplies to be used at the teleworking site: Who will provide?

Termination of Agreement

As a reminder, work hours, compensation, benefits, use of sick time off, and approval for use of annual time off will conform to university policies and procedures. All Telecommuting Agreements begin with a **90-day trial period**, and during or after that period, they may be discontinued by the department and/or the university at any time for any reason. Furthermore, this Telecommuting Agreement must be renewed semi-annually. This Telecommuting Agreement does not alter the at-will nature of employment.

Unless otherwise specified in this agreement, the employee, supervisor or division head may discontinue this agreement by providing a two weeks' notice to all parties. This agreement should be implemented in six (6) month intervals. After the 6 months, a new agreement must be signed by both parties.

Initial 90-day review beginning on _____ and continues until _____, unless terminated before at the request of either party providing a two-weeks' notice.

The Six-month Agreement begins on _____ and continues until _____ (6 month maximum), unless terminated before at the request of either party by providing a two weeks' notice (note this time must be implemented after the 90-day trial period has ended).

My signature below indicates that I understand and agree to the terms and conditions of this Agreement.

Employee:

Print Signature Date
Supervisor:

Print Signature Date
Dean/Vice Chancellor:

Print Signature Date
VC for Human Resources:

Print Signature Date