

UNIVERSITY OF NOTRE DAME

ALTERNATIVE WORK SITE POLICY

Policy:

The University of Notre Dame recognizes the challenges employees may face in balancing the demands of the work place with family needs. In light of technological advances and in recognition that some positions may be conducive to less traditional work site arrangements, this Alternative Work Site Policy is established. The policy allows for the creation of alternative work site assignments either temporary or long-term (indefinite) in nature as mutually agreed to by the individual employee, the manager and the department head. In order to qualify, all requests must meet the criteria as outlined in the following guidelines.

Eligible Employees:

Regular full-time and part-time employees, both exempt and non-exempt, who are in good standing with the University are eligible to be considered for this type of work arrangement.

Policy Provisions:

Definition: Alternative Work Site arrangements for the purposes of this policy are defined as work performed at the employee = s home or other off-site location that may be linked electronically (i.e. by computer and/or by telephone) to a central office of the University.

Approvals: Requests for alternative work site arrangements must have the approval of the employee = s manager and department head. A Request for Alternative Work Site Assignment form and an Alternative Work Site Agreement must be completed, signed, and dated by all parties involved, as well as the Department of Human Resources. In addition, Department of Risk Management & Safety approval must be obtained. The granting of requests will take into account such issues as the nature of the work involved, the duration of the request, and the appropriateness of the proposed work site.

Duration/Termination of Agreement: The Agreement will be in force for the time stated in the Request and may be terminated at any time for any reason by any of the parties involved.

General Guidelines:

A. The employee = s duties, obligations, responsibilities and conditions of employment with the University remain unchanged when the agreement involves only a change in work location. Salary, retirement plan, benefits, and University-sponsored insurance coverages will not change unless the number of hours which are worked dictate such a change. Job responsibilities, standards of performance and performance evaluations remain the same as when working at the regular

University work site.

B. Work hours, overtime compensation and vacation schedule conform to applicable personnel policies. Requests to work overtime, schedule vacation, use sick leave, or in any other way alter the agreed upon schedule are subject to the approval of the manager as when working at the regular University work site.

C. The employee remains obligated to comply with all University rules, policies and practices, and instructions that would apply if the employee were working at the regular University work site.

D. The employee will report at predetermined times and dates in person to their manager as required for ongoing Departmental interactions and will participate in any University required training, meetings, etc. as deemed necessary by management.

E. It is the employee = s responsibility to maintain a designated work space in a safe condition, free from hazards. This space will be subject to on-site visits by University representatives, either at an agreed upon time or an unannounced time.

F. Use of equipment, software, data, supplies and furniture provided by the University for the off-site work space is limited to authorized persons and to performing University business. The employee is responsible for ensuring all items are properly used and maintained.

Procedures:

Request for Alternative Work Site Assignment - Application for alternative work site arrangements must be made by the appropriate manager to the Department of Human Resources by submitting a Request for Alternative Work Site Assignment form, and an Alternative Work Site Agreement both of which must be signed and dated by the employee, the employee = s supervisor, and the employee = s department head. The Department of Human Resources, in cooperation with the Department of Risk Management and Safety will review the request to ensure that the needs of the employee, the department, and the University are met. This process may include inspection of the proposed work site, equipment, and any other factors as deemed appropriate.

Notifications - The Department of Human Resources will notify the requesting department head of the approval. In the event of denial of a request notification will be given verbally with follow-up in writing.

Termination of Agreement - Notification that an agreement has been terminated must be in writing from the department head to the Department of Human Resources.

UNIVERSITY OF NOTRE DAME

REQUEST FOR ALTERNATIVE WORK SITE ASSIGNMENT

Employee Name _____ NET ID or NDID #

(Please Print)

Position title _____ Position Level _____ Exempt _____ or Nonexempt

Department _____ Telephone # _____

Reason for request:

Proposed duration of arrangement:

Describe the nature of work to be performed:

Alternative work site location:

Address: _____

Telephone No. _____

Is this location the employee's place of residence? Yes _____ No _____

If no, what is the main function of the location? _____

Describe the space which will be designated as work space (where located in the structure, size, separation from other areas, etc.)

How will work be performed? (equipment used, supplies, etc.)_____

What is the agreed upon work schedule? (regular hours, periodic meetings with supervisor, etc.?)

Describe any additional issues to be considered (ergonomics, special arrangements, etc.)

Signatures:

Employee_____Date_____

Manager_____Date_____

Dept. Head_____Date_____

Human Resource use only

Approved_____ Denied_____ Date_____

Reason for denial_____

Signatures:

Department of Human Resources_____Date
Department of Risk Management & Safety_____Date

UNIVERSITY OF NOTRE DAME
ALTERNATIVE WORK SITE AGREEMENT

Alternative work site assignments (sometimes referred to as telecommuting) are mutually agreed to by the employee, the manager and the department head. The assignment can be terminated at any time for any reason by any of the parties involved. It is a work alternative intended to benefit both the employee and the department and to enhance employee productivity. When such an assignment is implemented, the employee, manager and department head agree that the following apply:

1. The employee's duties, obligations, responsibilities and conditions of employment with the University remain unchanged when the arrangement involves only a change in work location. The employee's salary, retirement plan, benefits and University-sponsored insurance coverage will not change unless the number of hours which the employee works dictate such a change. Job responsibilities, standards of performance and performance evaluations remain the same as when working at the regular University work site. Benefits will be determined as with any other employee in the job classification as defined by normal University policy.
2. Work hours, overtime compensation and vacation schedule conform to applicable personnel policies. Requests to work overtime, use sick leave, vacation or other leave must be approved by the employee's manager in the same manner as when working at the regular University work site. Requests for changes in the work schedule should, likewise, be approved by the employee's manager.
3. The employee remains obligated to comply with all University rules, policies, practices and instructions that would apply if the employee were working at the regular University work site. Work products developed or produced by the employee while telecommuting remain the property of the University.
4. The employee will report at predetermined times and dates in person to their Manager as required for ongoing Departmental interactions. The employee is responsible for all transportation and meal expenses. Employees' use of their personal vehicle for University business is prohibited without the prior authorization from the University. Commuting to the University to meet with their manager is not considered University business.
5. The employee will designate a work space as the home office and will maintain this work space in a safe condition, free from hazards and other dangers to people and equipment. The employee will absorb any costs related to remodeling and initial set-up (e.g., equipment not provided by the University) of the designated work space.
6. The University's liability for employee job-related accidents at the alternative work site will continue to exist during the employee's approved hours of work since the employee's home office shall be considered an extension of the regular University work site.
7. The University may make on-site visits to the employee's home, either at a mutually agreed upon time or at an unannounced time, to ensure that the designated work space is safe and free from hazards and to maintain, repair, inspect or retrieve University-owned equipment, software, data, supplies and furniture.
8. Unless specifically provided for in writing, the University will not be responsible for any costs associated with employees' residence; such as rent, mortgage payments, interest, taxes, utilities, environmental protection, household safety equipment, repairs, maintenance, upkeep, etc. Issues related to individual tax deductions for the designated work space in the employee's home shall be the responsibility of the employee.
9. Equipment, software, data, supplies and furniture provided by the University for use at the employee's home office will remain the property of the University and will be returned to the University when this agreement

is terminated.

10. Use of equipment, software, data, supplies and furniture provided by the University for use at the employee's home office is limited to authorized persons and to performing University business. The employee is responsible for ensuring all items are properly used.
11. The employee is responsible for the safety and security of University equipment, software, data, supplies and furniture at the employee's home. This includes maintaining data security and record confidentiality to at least the same degree as when working at the regular University work site. The employee may not duplicate University-owned software and will adhere to the manufacturer's licensing agreement.
12. The employee agrees to obtain from the department all supplies needed for assigned work at the remote work location. Out-of-pocket expenses for supplies available through the employee's department will not normally be reimbursed. When the employee incurs telephone charges for conducting University business from a home telephone, these expenses may be reimbursed from department funds upon submission of appropriate documentation.
13. When the employee uses personal equipment, software, data, supplies and furniture, the employee is responsible for maintenance and repair of these items unless other arrangements have been made in advance and in writing with the manager.
14. The employee and manager agree to attend any University-sponsored training session for managers and their telecommuting workers and to participate in all future studies, inquiries, reports or analyses relating to telecommuting at the University.
15. It is understood and agreed that the employee remains liable for property damages and injuries to the employee, third persons and/or members of the employee's family at the employee's alternative work site except as provided for under number 6 above. Employee agrees to defend, indemnify and hold harmless the University and its employees, agents, officers, trustees, successors and assigns (in their official and individual capacities) from and against any and all claims, demands, judgements or liability (including any related losses, costs, expenses and attorney fees), resulting from, arising out of or in connection with any injury to persons (including death) or damage to property, caused directly or indirectly, by the services provided hereunder by the employee or by the employee's willful misconduct or negligent acts or omissions in the performance of the employee's duties and obligations under this Agreement, except where such claims, demands or liability arise solely from the gross negligence or willful misconduct of the University.

By signing below, employee affirms that he/she has read this Agreement, understands its subject matter and agrees to its terms. Employee also affirms that he/she was given the opportunity to have this Agreement reviewed by his/her own Attorney prior to entering into it and understands that this Agreement can be terminated at any time for any reason.

Employee Signature

Date

Approved By:

Manager Signature

Date

Department Head Signature

Date

Department of Human Resources

Date

The final approved version of this agreement and the Request for Alternative Work Site Assignment form will be retained in the employee's departmental file.