

# Request for Alternative Work Site (AWS) Arrangement Form

Staff Name: \_\_\_\_\_ NDID: \_\_\_\_\_

Staff Title: \_\_\_\_\_

Department: \_\_\_\_\_

Supervisor Name: \_\_\_\_\_

Full-time Exempt Staff

Full-time Non-Exempt Staff

Part-time Exempt Staff

Part-time Non-Exempt Staff

**Alternative Work Site Arrangement Requested:**

**Proposed Begin Date:** \_\_\_\_\_ **Proposed End Date:** \_\_\_\_\_

***Please answer the following questions:***

1. What is the benefit of your AWS to the department? What is the benefit of AWS to you?

2. Briefly describe your job including the functions you perform on a daily basis. Please include any daily, weekly or monthly activities that require your participation.

3. Based on your functions described above, how will coverage be ensured when you are not on-site?

4. How will your participation in the workplace be altered?

5. What other areas do you work with internally, on campus or externally? *(bullet list suggested here)*

- Department(s)
- Campus customers
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

6. Do you anticipate any impact on your coworkers if an AWS is approved? If so, how specifically might they be impacted?

7. What are the core time periods involved in your work? How do you plan to cover these periods?

8. What review process do you propose that you and your supervisor use to constructively monitor and address any issues about your AWS?

9. What communication tools/equipment will you be using to support your alternative work site arrangement?

10. How flexible can your arrangement be? Can you alter your schedule temporarily if operational needs arise?

11. What other challenges should we discuss?

**Work Space Description:**

**Please describe your work space (equipment that you expect to use, communication tools/equipment, etc.)**

**Work Location:**

Address:

Telephone No:

Is this location the staff member's place of residence?  Yes  No

If no, please list the location and main function of the location:

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**Supervisor's comments:**

**Supervisor Review:**

Proposed AWS is (check one):

- Approved
- Declined
- Modify and resubmit

If the request needs revision or is declined, please describe revision needed and/or business rationale below:

Alternative Work Site Start Date:    /    /

Alternative Work Site End Date:    /    /

All alternative work site arrangements will be reviewed on a periodic basis. The University recommends supervisors schedule reviews after the first, third and sixth month, and periodically -- at least annually -- thereafter.

Reassessment date:    /    /

Reassessment date:    /    /

Reassessment date:    /    /

Reassessment date:    /    /

I understand that approval of this proposal does not constitute and will not be construed as a contract of employment. This alternative work site arrangement is not intended to supersede or override University of Notre Dame employment policies at any time. I also understand that if approved, my AWS can be altered, extended or eliminated based on business conditions.

Staff member Signature:

\_\_\_\_\_

Printed	Signed	Date
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Supervisor Signature:

\_\_\_\_\_

Printed	Signed	Date
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All alternative work site arrangements must be approved in advance. Final approval and arrangements for alternative work site arrangements are at the department's discretion. The staff member and supervisor should discuss the arrangement. The University requires approval from the supervisor in order to initiate an alternative work site arrangement.

The approved proposal forms and any backup documentation for all alternative work site arrangements should be held in the department. A signed and approved copy should be forwarded to and kept by the staff member.

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For Office of Human Resources Use Only

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Date Received	Initialed	Date
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**UNIVERSITY OF NOTRE DAME  
ALTERNATIVE WORK SITE ARRANGEMENT AGREEMENT**

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

1. The staff member's duties, obligations, responsibilities and conditions of employment with the University remain unchanged when the arrangement involves only a change in work location. The staff member's salary, retirement plan, benefits and University-sponsored insurance coverage will not change unless the number of hours which the staff member 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 staff member in the job classification as defined by normal University policy.
2. Work hours, overtime compensation and vacation schedule conform to applicable personnel policies.
3. Requests to work overtime, use sick leave, vacation or other leave must be approved by the staff member's supervisor 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 staff member's supervisor.
4. The staff member remains obligated to comply with all University rules, policies, practices and instructions that would apply if the staff member were working at the regular University work site. Work products developed or produced by the staff member while telecommuting remain the property of the University.
5. The staff member will report at predetermined times and dates in person to their Supervisor as required for ongoing Departmental interactions, including but not limited to, weekly meetings and monthly departmental meetings. The staff member is responsible for all transportation and meal expenses. Staff members' 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 supervisor is not considered University business.
6. The staff member 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 staff member will absorb any costs related to remodeling and initial set-up (e.g., equipment not provided by the University) of the designated work space.
7. The University's liability for staff member job-related accidents at the alternative work site will continue to exist during the staff member's approved hours of work since the staff member's home office shall be considered an extension of the regular University work site.
8. The University may make on-site visits to the staff member'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.
9. Unless specifically provided for in writing, the University will not be responsible for any costs associated with staff members' 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 staff member's home shall be the responsibility of the staff member.

10. Equipment, software, data, supplies and furniture provided by the University for use at the staff member's home office will remain the property of the University and will be returned to the University when this agreement is terminated.
11. Use of equipment, software, data, supplies and furniture provided by the University for use at the staff member's home office is limited to authorized persons and to performing University business. The staff member is responsible for ensuring all items are properly used.
12. The staff member is responsible for the safety and security of University equipment, software, data, supplies and furniture at the staff member'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 staff member may not duplicate University-owned software and will adhere to the manufacturer's licensing agreement.
13. The staff member 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 staff member's department will not normally be reimbursed. When the staff member incurs telephone charges for conducting University business from a home telephone, these expenses may be reimbursed from department funds upon submission of appropriate documentation.
14. When the staff member uses personal equipment, software, data, supplies and furniture, the staff member is responsible for maintenance and repair of these items unless other arrangements have been made in advance and in writing with the supervisor.
15. The staff member and supervisor agree to attend any University-sponsored training session for supervisors and their telecommuting workers and to participate in all future studies, inquiries, reports or analyses relating to telecommuting at the University.
16. It is understood and agreed that the staff member remains liable for property damages and injuries to the staff member, third persons and/or members of the staff member's family at the staff member's alternative work site except as provided for under number 6 above. Staff member agrees to defend, indemnify and hold harmless the University and its staff members, agents, officers, trustees, successors and assigns (in their official and individual capacities) from and against any and all claims, demands, judgments 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 staff member or by the staff member's willful misconduct or negligent acts or omissions in the performance of the staff member'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, staff member affirms that he/she has read this Agreement, understands its subject matter and agrees to its terms. Staff member 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.

Staff member Signature:

\_\_\_\_\_

Printed

\_\_\_\_\_

Signed

\_\_\_\_\_

Date