# **Bates**

## **AGREEMENT | Remote Work**

This document is intended to describe the remote work arrangement that has been agreed to by both the employee and the supervisor and to ensure that both the supervisor and the employee have a clear, shared understanding of the employee's remote work arrangement. Each arrangement is unique depending on the needs of the position, supervisor, and employee. In defining the arrangement, the employee and their supervisor are expected to evaluate the costs and benefits of telecommuting, identify work expectations, and clearly communicate how expectations may be met. The document must be completed if an individual is working remotely on a regular schedule.

This agreement is not a contract of employment and does not provide any contractual rights to continued employment. It does not alter or supersede the terms of the existing employment relationship.

This agreement is intended to document the arrangement in place for the pilot being conducted by the college from August 1, 2021 through January 1, 2022.

#### **Employee information**

Employee Name:	
Job Title:	
Department:	
Supervisor:	
Arrangement requested by:	O Employee O Employer
Remote Work arrangement (select one):	<ul> <li>O 1 day per week</li> <li>O 2 days per week</li> <li>O 3 days per week</li> <li>O 4 days per week</li> <li>O Other; less than 100% but varies per week</li> <li>O 5 days per week – fully remote</li> </ul>
Address where off campus work will be performed:	

Day of Week	Work Hours (Include Time Zone)	Work Location
Sunday		
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		

### Expectations

The general expectation for a remote work arrangement is that the employee will effectively accomplish all of their regular job duties, regardless of work location. Expectations for this arrangement should be summarized in the table below. Additional rows may be added as needed.

Expectations	Employee initials
The employee will be available and responsive to colleagues, students, stakeholders, team, supervisor, etc. during scheduled work hours.	
Employee's duties, obligations, responsibilities, and terms and conditions of employment with the college are the same as onsite workers, including obligation to respond to voicemails, e-mails, and other messages in a timely manner.	
The employee will work at the above-listed locations during this agreement unless the employee received prior approval to temporarily work elsewhere.	
The employee will attend events or activities which require in-person presence regardless if the event is scheduled during a day the employee typically works offsite.	
Any time off must be prearranged according to department guidelines and consistent with college policies. Non-exempt employees must receive prior approval before working overtime.	
The employee will not use remote work as a substitute for sick time off or family care and should not be used when the employee's own or a family member's illness or injury interferes with the employee's ability to perform their work.	
The employee will maintain a safe and ergonomically sound work environment at offsite location, protecting the workspace from any hazards and dangers that could foreseeably affect the employee or equipment. The employee further agrees to independently make workstation safety changes as recommended. The employee will contact Environmental Health and Safety with any questions on maintaining a safe and ergonomically sound workstation.	

If any injury arises out of the course and scope of the assigned job duties while working at home/alternate site, the employee agrees to notify their supervisor immediately, or at the earliest reasonable opportunity, and complete all necessary and/or management-requested documents regarding the reported injury.	
Employees who need to use their private vehicle for college business should follow the college's <u>travel policy</u> .	
The employee is responsible for maintaining and repairing employee-owned equipment and furniture at personal expense and on personal time.	
All equipment, records, and materials provided by the college shall remain college property. The employee is responsible to return the college's equipment, records, and materials upon request. All college equipment will be returned by the employee for inspection, repair, replacement, as needed or requested or upon termination of this agreement. All equipment shall be returned within five (5) business days of written notice to the employee.	
The college will reimburse the employee for approved business-related expenses, including agreed-upon travel expenses, subject to the provisions and exclusions of applicable college policy.	
The employee is required to have an active and reliable fast-speed internet connection to complete their work offsite. Generally, the college will not reimburse, or otherwise pay, for the purchase of home worksite expenses (e.g. electricity, phone, insurance, home maintenance, home renovations or modifications for office purposes, and other similar personal expenses).	

#### Agreement modification

The employee or their supervisor may end an employee-requested remote work arrangement by providing no less than 14 calendar days' written notice unless it is for alleged misconduct or an emergency, in which case it may be terminated immediately. This provision does not apply to remote work arrangements made through the disability accommodation process. All employee-proposed changes are subject to departmental approval.

#### Equipment and technology access

The employee and employer agree to work together to ensure that the alternate worksite is safe, productive, and ergonomically suitable. The college is responsible for maintaining, repairing, and replacing college-owned equipment issued to the employee. In the event of equipment malfunction, the employee must notify their supervisor immediately. If repairs will take some time, the employee and supervisor will find alternative means to continue the work, including, but not limited to, the employee working onsite until the equipment is repaired. The employee will implement good information security practices in the alternative location and will check with their supervisor when security matters arise. The college's privacy and security requirements can be found at <a href="https://www.bates.edu/helpdesk/information-technology-security/">https://www.bates.edu/helpdesk/information-technology-security/</a>

**List of equipment** that has been provided to the employee for use in telecommuting (please include all serial numbers or other inventory identifiers):

Bates College | Human Resources

Remote Work Agreement

Policy/Procedure	<b>Employee initials</b>
I understand that I am required to comply with all timekeeping and overtime regulations defined by state or federal law (e.g., the Fair Labor Standards Act), and applicable college policy.	
I understand that the work I do while telecommuting remains subject to college records retention policy and any applicable state, federal, and local regulations.	
I understand that I am required to have others caring for any of my family members who require care while I am working.	
I understand that work-related injuries at my telecommute location during agreed-upon working hours may be covered by workers' compensation. I am required to report any work-related illness or injury to my supervisor immediately and am required to fill out an injury/incident report as an internal record of the incident within 24 hours of the event or claim.	
I agree to maintain the confidentiality of all college information and documents and prevent unauthorized access to any college system or information.	
I agree to follow data security practices: https://www.bates.edu/helpdesk/information-technology-security/	
Signatures	
Employee signature: date:	
agree to ensure that the employee named herein is provided with the resources, training, equipment and supeffective remote work.	oplies necessary for
Supervisor signature: date:	