

Non-Exempt Telecommuting Agreement for Hybrid or Remote Workers in WV, PA, MD, OH, KY and VA

The following constitutes an agreement between West Virginia University ("University") and _____ (employee's name) ("Employee") regarding Employee's privilege to participate in the telecommuting program and requirement to adhere to the applicable terms, conditions, guidelines, and policies that follow. _____ (supervisor's name) ("Supervisor") concurs with the Employee's participation and agrees to adhere to the applicable terms, conditions, guidelines, and policies that follow.

The telecommuting agreement ("Agreement") and Employee's participation in the telecommuting program is subject to the following terms and conditions:

Duration. This Agreement shall commence on _____ and shall expire at the end of the Employee's appointment period. This Agreement shall renew annually on July 1st until such time as the Employee is no longer working in either a Hybrid or Remote arrangement, or if the employee relocates to a state that requires a new agreement.

Work hours. Employee's work schedule shall be established by the University and their Supervisor and shall be dependent on operational needs. The Employee shall not work additional hours without prior written authorization from their Supervisor, and limited variations in work schedule must be approved by Supervisor in writing. Employee's work hours and work location are specified in the Attachment at the end of this agreement.

The Employee must treat and respect their telecommuting work schedule as if they are working on-campus. The Employee should take the same regular rest breaks and meal periods afforded on-campus employees. However, they shall not lengthen them or increase their frequency. Working from home does not give the Employee freedom to run errands or to substitute for their third-party childcare arrangements. The Employee must exhibit the necessary professional discipline and regimen to focus on work-related matters during scheduled work hours. Off-site distractions should be kept to a minimum and the Employee is responsible for ensuring their workspace is safe and ergonomically sound. Additionally, all University rules, policies, and procedures still apply to the Employee. If the Employee needs time off from work, then he/she must follow their department's procedures for requesting such time off.

Hourly, non-exempt employees are prohibited from performing any tasks outside of their set work hours schedule, including administrative tasks (e.g., check and/or respond to emails and/or voicemails). The University emphasizes that hourly employees shall not work additional hours without prior written authorization from their supervisor. If the Employee is an hourly employee, and they must perform certain work tasks (e.g., check and/or respond to emails and/or voicemails) outside of their set work schedule, they must accurately record the actual time worked and notify their Supervisor. Employee will be paid for the actual time worked.

Overtime Eligibility. Employee will continue to work in pay status while telecommuting. This position is Non-exempt/Eligible for Overtime.

For non-exempt positions, any additional hours worked beyond the standard 37.5-hour work week will require Supervisor's prior written approval. All worked hours must be reported appropriately through the timekeeping system. Hours worked in a work week between 37.5-40 will be eligible for straight time pay and hours worked in excess of 40 will receive pay at time and one-half Employee's regular rate of pay or compensatory time off.

Performance Standards. Employee shall continue to meet all performance standards (e.g., productivity; quantity; quality; responsiveness to phone calls, emails, texts) applicable to on-campus Employees.

Work On-Site. Employee may be required to work on-campus or on-site, for a period or periods of time, with sufficient advance notice, whenever deemed necessary by their supervisor.

Work assignments. Employee shall complete, in a timely manner, all assigned tasks and assignments. Employee will meet via telephone and/or video conference with their immediate supervisor to receive assignments and tasks

Supervisor's initials: []
Employee's initials: []

and to review completed work as necessary or appropriate. Employee will complete all assigned work according to work procedures mutually agreed upon by Employee and their direct supervisor according to guidelines and standards stated in Employee's performance plan and employee's job description. Telecommuting work will be evaluated through monitoring assignment and project deadlines, responsiveness to client communication, and volume of work completed. Missed deadlines, unreturned calls and emails and projects not completed within assigned timeframes (among other standards/parameters) may be cause for review of this agreement and appropriate disciplinary action.

Return of University Equipment – Upon Separation. Employee acknowledges that all materials/equipment that may be provided to them by University shall remain University property. Upon the employee's separation from employment, all University-provided materials/equipment (including copies of documents) shall be directly returned to the Supervisor within 14 calendar days of the effective date of the employee's separation. If applicable, the return of all University property includes cooperating with Employee to ensure the return or secure destruction of all electronically stored information ("ESI") related to University or which constitutes University property, including any such property or work product electronically stored on Employee's personal computer or other electronic devices. Employee agrees not to modify or delete any such ESI without first notifying their Supervisor or authorized designee and receiving prior written authorization to modify or delete such ESI.

Return of University Property – Upon Return to On-Campus Location. If the Employee's telecommuting status is discontinued and they are permitted to return to perform on-site or on-campus, then Employee shall return all University-provided materials/equipment to their Supervisor before they commence on-site or on-campus employment.

Liability. West Virginia University will not be liable for damages to the Employee's property that result from participation in the telecommuting program.

Employee Responsibilities. Employee shall be responsible, at Employee's own cost, for any applicable monthly telephone charges and internet connection charges at their place of residence, that are required to telecommute. University agrees to supply necessary equipment for Employee to telecommute. If Employee has any other work-related expenses that are necessary to telecommute, in order to be reimbursed for these expenses, he/she should contact the Supervisor to receive prior written approval. Personal updates or items not required by the University will not be reimbursed. If any of the University-provided equipment needs repair, Employee shall promptly contact their Supervisor. Employee is not relinquishing any entitlement to reimbursement for authorized expenses incurred while conducting business for the University by entering into this Agreement. Equipment provided by the employee must be in compliance to standards set by Information Technology Services and the department for data encryption, security, anti-virus protection and other concerns.

Workers' Compensation. The employee is covered under the Workers' Compensation Law if injured in the course of performing official duties at the telecommuting location. Appropriate and prompt reporting of any occurrences is required, as with employees working onsite at WVU.

Records and Confidential Information. Employee shall ensure the protection of all University business information, records, software, communications, and trade secrets (collectively "Records"), and will apply University approved safeguards to protect Records from unauthorized disclosure or damage. Work done at any telecommuting location on behalf of the University is "considered within the scope of your employment" within the meaning prescribed in BOG Rule 1.5 - Intellectual Property Rule for Patent, Copyright, and Trademark Rights. Any work done with equipment provided to you by the University for use at your telecommuting location is considered "More than Incidental Use of University Resources" within the meaning prescribed in BOG Rule 1.5. All Records, whether physical or electronic, must be safeguarded at all times whether at the telecommuting location, the primary office location or in transit between the two.

Performance location. The employee agrees to limit performance of assigned duties to the primary business location or to the approved telecommuting location. If an employee will work at an additional off-site location for more than one week, the Supervisor must approve prior to work commencement. All work must comply with established University IT standards.

Adherence to Applicable Terms, Conditions, Guidelines and Policies. Employee must adhere to the WVU Code of Conduct. In addition, the employee will follow all policies, rules, and practices of the University as well as the applicable terms, conditions, guidelines, and policies that are referenced in this agreement. Should the Employee not adhere to these terms, conditions, guidelines and policies, the University may take action, including termination of this agreement and/or appropriate disciplinary action, up to and including termination of employment.

Right to Terminate Privilege to Telecommute. Employee's privilege to telecommute is granted at the will and pleasure of the University. The University may terminate this Agreement and Employee's privilege to telecommute at any time, for any reason, and require that the Employee return to their regular, on-campus duties on a date designated in the sole discretion of the University, with a minimum of 15 calendar days notice. Employee may request to return to on-campus duties and terminate this Agreement by submitting such a request in writing to Supervisor. The University, in its sole discretion, will determine whether to grant Employee's request to return to on-campus employment.

Employee: _____ Date: _____

Supervisor: _____ Date: _____