

STAFF TEMPORARY TELECOMMUTING AGREEMENT

UNIVERSITY OF ALABAMA AT BIRMINGHAM

This is a short-term discretionary arrangement and must be discussed and considered on a case-by-case basis with the supervisor and the individual employee.

Telecommuting is a voluntary agreement between the University and the telecommuter. This agreement establishes the terms and conditions of the temporary adjustment to your existing work assignment to allow you to work remotely during the defined time duration. It can be discontinued at any time by written notice by either the Telecommuting employee (hereinafter "Employee") or UAB/UAB Medicine Management (hereinafter "UAB"). This Temporary Telecommuting Agreement also ceases immediately upon termination of the Employee's employment by UAB.

UAB and the undersigned Employee hereby agree:

UAB and the Employee agree that the Employee may try Telecommuting. The Telecommuting shall be done in accordance with UAB's Telecommuting Guidelines and this Temporary Telecommuting Agreement. [The Telecommuting Guidelines](#) are adopted and incorporated herein by reference.

Employee acknowledges and understands that UAB may modify this Telecommuting Agreement at any time for any reason. Telecommuting is not an employee benefit or a right. When Employee's employment with UAB ends, this Temporary Telecommuting Agreement will also permanently end, assuming it has not been otherwise terminated prior to Employee's employment ending.

Pay and Attendance: The Employee's time and attendance will be recorded as if performing official duties at the University. The Employee agrees that their work hours, duties, responsibilities, and other terms and conditions of employment remain unchanged. Nothing in this Temporary Telecommuting Agreement changes the at-will nature of Employee's employment. Nothing in this Temporary Telecommuting Agreement shall be considered a promise or contract of employment for any term or period. UAB or Employee may terminate the employment relationship at any time.

Leave: If Leave is necessary, Employee agrees to follow established procedures for requesting and obtaining approval of leave.

Accessibility: The employee agrees to be accessible during regular work hours by telephone, email and other UAB approved communication methods. Calls and emails are to be returned in a timely manner.

Equipment: The employee will provide his/her own equipment to be used in telecommuting unless already issued equipment by the (department/unit/college/division). The University will not be responsible for employee-owned equipment used during the telecommuting arrangement. If UAB provides Employee with UAB-owned equipment or property for use at the Alternative Work Location, Employee will use it only for the performance of Employee's duties as an employee of UAB, and to protect against unauthorized or accidental access, use, modification, destruction, or disclosure. Employee will not allow any other person to use the UAB-owned equipment or property. If there is any loss, damage, unauthorized access, or other problem or malfunction of the UAB-owned equipment or property, Employee will immediately contact Employee's supervisor. If the UAB-owned equipment or property requires repairs resulting from its misuse, Employee will be responsible to pay for the repairs. Employee agrees to return UAB-owned equipment and property (including, but not limited to, any software, files,

intellectual property and documents, in whatever form) no later than two (2) calendar days after this Telecommuting Agreement or a Telecommuting arrangement ends and/or Employee’s employment terminates for any reason.

Description of equipment to be used	Provided by UAB	Provided by Employee
Example: Personal Laptop	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

Telecommuting Facilities:

Description of temporary telecommuting facilities IF THE LOCATION IS NOT A RESIDENCE:

a. Employee will maintain work surroundings that are professional, and not subject to noise or distraction. The employee is responsible for providing his/her own internet access, with speeds equivalent to DSL or higher.

b. If Employee’s home is the Alternative Work Location, the home must have a designated work space of sufficient size to accommodate any necessary equipment. This Alternative Work Location will not change unless UAB specifically authorizes a change. Employee acknowledges and understands Employee is responsible for keeping the work area free from dangerous or safety hazards. UAB shall not be responsible for any modifications, maintenance or remodeling to Employee’s home related to Telecommuting.

c. The University will not be responsible for operating costs, maintenance, or any other incidental cost (e.g. utilities), associated with the use of the employee’s residence or Alternate Work Location or any costs of repair or maintenance relating to employee’s equipment used in the telecommuting program.

Records: The employee is responsible for securing from theft any University property. The employee will use secure remote access procedures. The employee will apply safeguards which are approved by the University to protect records from unauthorized disclosure or damage, including using passwords, and locked file cabinets. The employee will not share his/her passwords with anyone outside of the University. The employee will also maintain regular anti-virus protection and computer backup. The employee will not download University confidential information onto non-secure devices. All records, papers, and correspondence must be safeguarded for their return to the office and remain property of the University. Employee agrees to abide by University policies on information security, software licensing, and data privacy. If there is any unauthorized access or disclosure of confidential information, the employee must inform the University immediately. Any work that Employee performs for UAB, and all work that Employee performs from an Alternative Work Location, belongs to UAB. Nothing in this Temporary Telecommuting Agreement alters, changes or supersedes any agreement with UAB to which Employee is

otherwise bound relating to intellectual property, works made for hire or the ownership of work that Employee produces on behalf of UAB while working for UAB or using UAB's equipment or resources.

Policies and Procedures: At all times, Employee acknowledges that Employee is bound by all applicable UAB policies, rules, regulations, procedures and directives. Employee agrees to comply fully with UAB's attendance and time recording procedures, and will accurately report and record all working hours. Employee agrees to take all required lunch breaks and rest periods.

Work Hours and Location: The following are the working hours and locations which are agreed to as part of the Telecommuting Agreement.

Alternative Work Location: Residence ____ Yes ____ No

Address of Alternative Work Location: _____

Telephone Number of Alternative Work Location: _____

Fax Number (if applicable): _____

Email: _____

Work Assignment, Communication Methods, and Work Reporting:

WORK SCHEDULE:

If other than Core Business Hours (8:00 a.m. to 5:00 p.m.): _____

Scheduled hours: From _____ a.m. /p.m. to _____ a.m./p.m.

Days per week Telecommuting: _____ (# of days per week)

Liability: To the fullest extent permitted under applicable law, Employee agrees to defend, indemnify and hold UAB harmless from any all injuries, damages or claim arising from or relating to his/her Telecommuting. Employee also agrees that UAB is not liable for any claims, injuries or damages that Employee incurs while Telecommuting (except legitimate and accepted injuries covered by applicable workers' compensation law or UAB's On-The-Job Injury ("OJI") Program).

Safety: By signing this Temporary Telecommuting Agreement, employee verifies that the Alternative Work Location is free from safety and fire hazards. If Employee incurs a work-related injury, Employee agrees to report it immediately to Employee's supervisor. An injury may be compensable under UAB's On-the-Job Injury Program only if it occurs in the designated workspace of the Alternative Work Location during Employee's designated working hours and in the course and scope of his/her work.

If Employee incurs a work-related injury, Employee agrees to report it immediately to Employee's supervisor. An injury may be compensable under UAB's On-the-Job Injury Program only if it occurs in the

designated workspace of the Alternative Work Location during Employee's designated working hours and in the course and scope of his/her work.

Employee Acknowledgment:

I have read this Temporary Telecommuting Agreement. I understand this Temporary Telecommuting Agreement, enter into it voluntarily, and agree to be bound by it. I understand what my responsibilities are under this Temporary Telecommuting Agreement, and also understand that UAB can modify or terminate the Temporary Telecommuting Agreement at any time. I agree to abide by all requirements of the Telecommuting Guidelines, Temporary Telecommuting Agreement, and all UAB policies and procedures.

Employee Name (Signature): _____

Employee Name (Printed): _____

Employee Blazer ID: _____

Department: _____

Department Approval (Signature): _____

Effective Date: _____