# Remote Work Agreement (RWA) for Faculty Instructions

- 1. Read the Factuly Remote Work Policy at go.uta.edu/HREPO19.
- 2. Read the Remote Work Agreement Terms in the following section, pages 1-4.
- 3. Complete the faculty **RWA Form** on page 5.
- 4. Follow the <u>Submission Instructions</u> at the bottom of page 8.

# I. Remote Work Agreement Terms

An RWA helps to ensure a safe work environment, compliance with applicable UTA policies and procedures, communication methods, and work expectations.

Faculty members normally perform teaching, research, and service utilizing a combination of on-campus, home, and other locations. An RWA is not needed for this usual and customary work arrangement. An RWA is needed when the faculty member and chair or equivalent and/or dean decide that the performance of job duties can take place at a designated remote location exclusively. All faculty members working remotely in this manner must have an approved RWA prior to working remotely. Contact <a href="mailto:facultyemployment@uta.edu">facultyemployment@uta.edu</a> if you have any questions about the details of this agreement prior to signing. Departments should review these agreements as needed and renew as appropriate.

#### A. Duration of RWA

The agreement duration is documented on page 5. Prior to the end of this agreement, you may request a review for a possible extension or renewal. Request and justification must be documented and submitted to your chair or equivalent and/or dean. This agreement must be reviewed and updated annually. After each review, your chair or equivalent and/or dean, in consultation with <a href="mailto:facultyemployment@uta.edu">facultyemployment@uta.edu</a>, will determine whether the arrangement should (1) continue, (2) be modified or (3) end. Any modifications to the original agreement will require a new agreement.

The RWA is voluntary and UTA reserves the right to suspend or terminate the RWA for any period and for any reason. Nothing in this agreement shall be construed to modify or alter your employment responsibilities, expectations or status other than as specifically provided in this agreement. The RWA may be terminated by UTA or by the faculty member with thirty (30) days written notice of termination. In the case of termination by UTA, your chair or equivalent and/or dean will communicate that in writing. Similarly, you may request to terminate the RWA at any time with a 30 day written notice by notifying your chair or equivalent and/or dean and indicating the date you desire to return to the primary (or campus) work location or conclude employment at UTA. Chair or equivalent and/or dean approval is required to terminate the agreement at the request of the employee. If an agreement is terminated prior to the stated 'end date' on the agreement, for any reason, the supervisor must report the early termination to the assigned HR Business Partner.

#### **B.** Conditions of Employment and Pay Status

You are required to comply with all UTA policies and guidelines, as well as applicable unit policies and procedures as if you were working at the primary (or campus) work location.

Requests for changes related to schedule (example: teaching schedule) will be approved in the manner in which they are approved at the primary work location.

#### C. Performance Expectations, Work Products and Work Hours, Work Location

The ownership of any intellectual or other work-related products and programs that you produce during the period of the RWA will be governed by the same rules as that for in-person faculty members performing equivalent work or that your work has customarily been subject to. The determination of intellectual property rights will not be altered by the RWA. The expectations for work performance are not altered by the RWA. Consultations with your chair or equivalent and/or dean about work assignments, through mutually agreed-upon mode(s) of communication, will occur with the same frequency as that for in-person faculty. It is your responsibility to give accurate and up-to-date information to your chair or equivalent and/or dean, colleagues, students, and other work contacts, regarding work location and hours so that you are accessible. You must also record your time, as appropriate, based on your exemption status in the timekeeping system.

#### **D.** Meetings

If a face-to-face work group meeting is necessary, it is your responsibility to attend the meeting at the primary (or campus) work location. For local travel, you incur all costs associated with this arrangement including, but not limited to travel, lodging and meals. Teleconferencing will be an option whenever possible and appropriate.

#### E. Insurance, Health and Safety

Workers' Compensation liability will be limited to work-related injuries/illnesses at a designated workspace at the remote work location (RWL) as opposed to applying to all areas of the home/RWL.

You are responsible for immediately informing your chair or equivalent and/or dean of any potential work-related injuries/illnesses. UTA will only be responsible for any work-related injuries as stated under the Workers' Compensation laws applicable to the RWL.

#### F. Equipment

Prior to finalization of this RWA, you must verify that you have appropriate equipment, software and connectivity to adequately complete your duties. The costs for office furniture will be your responsibility.

All equipment loaned by UTA for the purpose of performing the agreed-upon job duties will be maintained in good working condition and used only for performing UTA-related work. The cost of maintenance for UTA equipment will be covered by UTA, if approved by your Chair or equivalent and/or Dean in advance. Software used by you is subject to the same UTA restrictions on duplication and unauthorized use of software used in on campus. You may not use UTA equipment for unlawful purposes, for work for other employers or for personal financial gain. Other persons are prohibited from use of UTA equipment.

Any hardware or software purchased by UTA remains the property of UTA and must be returned to UTA upon request. Equipment no longer used by you must be returned in a timely manner. Equipment provided by UTA will be maintained by UTA. You will be required to bring, or send if you are not local, your UTA-owned machines into the primary (or campus) work location for servicing. UTA is not responsible for the temporary loss of remote workdays due to equipment maintenance or repair, and you are expected to report to the primary (or campus) work location or obtain approved leave in such a circumstance. UTA assumes no responsibility for repair, maintenance or replacement of personally owned equipment used for telecommuting. OIT may provide general documentation but will not troubleshoot connectivity issues. If UTA equipment is available for loan during the repair period, you may be able to check this out through your college/unit/department and continue remote work.

Upon resignation or termination of this RWA, you agree to return any equipment loaned specifically for use for the RWA in good working order and in comparable condition as when loaned. You assume financial responsibility for any UTA equipment loaned for purposes of the RWA that you do not return.

In compliance with state laws, please note that all purchases made with university resources are and remain university property that must be returned upon resignation or termination of employment.

#### **G. Security of Information**

You may not compromise the confidentiality or security of UTA information due to remote work, or remote computer access. This includes maintaining data security and confidentiality to the same degree maintained by UTA. You must comply with the policies and guidelines of proper use of information technology. Breaches of information security, whether by accident or design, while working remotely may result in the termination of the RWA and/or disciplinary action.

#### H. Reimbursements and Remote Work Expenses

You incur all costs associated with this RWA including but not limited to: travel, lodging and meals, internet connectivity, and mobile devices. UTA does not reimburse for remote work expenses. Therefore, travel expenses to and from the remote work location and the primary (or campus) work location that are reimbursed in accordance with UTA guidelines, will be treated as taxable income to you. You will incur the charges for the travel expenses and will be required to submit receipts for reimbursement which will be processed as taxable income. However, business-related travel not to the primary (or campus) work location pre-approved by the Chair or equivalent and/ or Dean (e.g., customize with specifics for each employee) will be reimbursable business expenses, in accordance with UTA guidelines, that will not be treated as taxable income.

You must obtain supplies (paper, pens, printing supplies, etc.) through your UTA department and only supplies that are regularly stocked will be available. You will not be reimbursed if supplies are obtained elsewhere. Expenses not specifically covered in this agreement will be dealt with on a case-by-case basis, taking into account preapproval, the reasonableness of the expense and the department budget for the program/project(s). You cannot be assured of reimbursements for expenses not approved in advance.

#### I. Domestic Care

During established work hours at the RWL, you agree that family care demands shall not compete with work except in the case of an emergency when an applicable time off option must be used.

It is also expected that any teleconference meeting is free from interruptions created at your RWL to include family members, pets, and personal electronic device alarms and/or warnings.

#### J. Tax Liability

The tax implications of remote work are entirely your responsibility. You are encouraged to seek professional advice in this area.

#### **K. Local Zoning Ordinances**

You are responsible for observing any municipal zoning ordinances regulating the performance of work at home for remote work purposes.

#### L. RWA Safety Guidelines

You may be required to participate in periodic health and safety inspections of the work site to make sure it meets UTA standards.

#### **RWL Workstation Design**

- Adjust your computer screen so that it is approximately 18-26 inches from your eyes and its height is slightly below eye level.
- Reduce the risk of an injury by keeping your work area clean.
- Keep walkways clear and avoid clutter to reduce the risk of a slip or fall.
- Use power strips to avoid tangled extension cords.
- Ensure that all electrical cords are in good condition.

#### **Postural Considerations**

- Keep your head straight and elbows bent at 90 degrees when using a keyboard.
- Always keep wrists in a neutral (straight) position.
- Keep your feet flat on the floor and relax neck and shoulder muscles to minimize stress.
- Alternate work tasks, rotate activities and take periodic mini breaks to rest muscles.
- Sit with your head, neck and back upright.
- Support your lower back with a pillow, if needed.
- When lifting, which generally is not a required RWL job duty, keep the load against your body and lift with your legs not just your back.

#### M. Liability

Except as stated under part I-E (insurance, health and safety) and part I-F (equipment) of this RWA, you understand and agree you are liable for property damages and injuries to you and third persons at the RWL.

You agree to indemnify and hold the UT System, University, and all or any of its representatives harmless from and against any and all claims, demands, judgments or liabilities (including any related losses, costs, expenses and legal fees) resulting or arising from or in connection with any injury and damage (including death) to any person or property, caused directly or indirectly by your willful misconduct, negligent actions or performance of your duties and obligations under this agreement, except where liability arises solely from the negligence and misconduct of UTA.

# **II. Remote Work Agreement Form**

# **Employee Acknowledgement**

I read and acknowledge the <u>Remote Work Policy</u> and the <u>Remote Work Agreement Terms</u>.

Employee information	
First Name	Last Name
UTA ID	College, Unit, or Department
Primary Campus Work Location $\_$	
Direct Chair or Dean	
Next Level Approval (as appropria	)
Agreement Type	
New Renewal ► Indicate effo	tive date of your original agreement:
Agreement Duration	
	r. Review and update RWAs annually at a minimum.
Start	End
Remote Work Location (RW	
•	home, you may choose to either provide your home address or confirm that JTA is accurate and write "home address on file with UTA." Update your home vichanged.
State, country and phone numb	(s) and are required.
Address	
City	State Country Zip Code
Phone	Cell Landline If outside the US, include country code.

### **Workspace Description**

Include a brief description of furniture, equipment, or other dedicated resources.

#### **Employee RWL Days, Hours, Frequency/Rotation (Core Work Hours)**

The days and hours documented below have been agreed upon. The employee must be reachable via telephone or email within the time periods indicated below. Exempt employees may work beyond the times stated below without supervisor approval.

▶ Record Start/Stop times in Central Standard Time format.

Day of the Week	Start	Stop
Sunday		
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		

Hybrid Remote Fully Remote

▶ Any alterations to a non-exempt employee's basic work schedule must be updated in the timekeeping system.

## **Special Notes**

University Assets (Equipment)
University assets used at the RWL (computing devices, cameras, etc.) must be assigned to you in UT Share. Before removing an asset from campus, you must notify your department's Inventory Contact who will submit a Removal request in UT Share. The Removal request will route to you and your department approvers for approval.

**Justification (Required)** 

Please provide a justification for why a remote agreement is necessary.

#### **Signatures and Attestation**

As evidenced by my signature below as the employee, the information I have provided in this RWA is accurate and I will comply with all requirements and directions of my supervisor.

If any information changes, it is my duty to inform my supervisor and to initiate the completion of an updated agreement. I acknowledge that my supervisor may need to consult with the <a href="mailto:facultyemployment@uta.edu">facultyemployment@uta.edu</a>.

I understand that my up-to-date RWA will be housed within my college/unit/department personnel file.

I have read and understand the <u>Remote Work Policy</u> and this agreement, and I agree to the duties, obligations, responsibilities, and conditions described within said documents. I agree that I must furnish and maintain my RWL workspace in a safe manner; employing appropriate remote work security measures; and protecting UTA assets, information, confidential materials and systems related to this remote work agreement.

I understand that UTA may, at any time, change any or all of the conditions under which I am permitted to work remotely or altogether withdraw permission to work remotely. Additionally, I have read, and agree to comply with the RWA Safety Guidelines stated in this document.

Employee Signature	Date			
Chair or Equivalent Signature	Date			
Dean or VP Signature	Date			
▶ Out-of-state and fully remote appointments require Provost and VP of TCE approval. Faculty Employment will forward RWAs to the Provost and VP of TCE for additional approval.				
VP of TCE Signature	Date			
Provost Signature	Date			

#### **Submission Instructions**

- 1. Current faculty: Email the form to <a href="mailto:facultyemployment@uta.edu">facultyemployment@uta.edu</a> for additional processing
- 2. New faculty: Upload the form into the PeopleAdmin Hiring Proposal for processing.
- A final, approved copy of the faculty RWA will be given to the department and TCE (askhr@uta.edu).