

## Remote Work Agreement (RWA) for Staff

### Remote Work Agreement Policy

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

When there is a departmental-approved work schedule that includes working at a non-UTA site on a consistent, regularly scheduled basis (e.g. one or more days per week), an employee is considered to be performing remote work. All employees working remotely must have an approved RWA prior to working remotely. Contact the Office of Human resources if you have any questions about the details of this agreement prior to signing. Departments should review these agreements annually at a minimum and renew as appropriate.

#### A: Duration of RWA

The agreement duration is documented on page 1 of Part II. Prior to the end of this agreement, you and your supervisor should review your remote work arrangement for a possible extension or renewal. Request and justification must be documented and submitted to your manager. *This agreement must be reviewed and updated on an annual basis*, unless a shorter review period is determined by the affected unit or department. After each review of the level of success of this arrangement, your supervisor, in consultation with the Office of Human Resources, 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.

UTA maintains the right to terminate this RWA at any time for any reason and nothing in this agreement will be construed to modify or alter your employment responsibilities, expectations, or status other than as specifically provided in this agreement. The manager/supervisor will endeavor to provide at least 10-day notice of any change to this RWA, including termination. There may be instances, however, where no notice is possible. Similarly, you may request to terminate the RWA at any time by notifying your manager/supervisor and indicating the date you desire to return to the campus work location. Supervisor 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 campus work location. Requests for overtime, vacation, sick leave, or change of work schedule will be approved in the manner in which they are approved at the primary work location.

You will be reimbursed only for authorized or pre-approved expenses incurred while working for UTA, as stated in UTA regulations.

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

Work products and programs developed by you during work hours or using UTA resources remain the property of UTA. You agree to consult with your manager/supervisor, through mutually agreed-upon mode(s) of communication to receive or review completed work. Work deliverables are the same as if you were working at the campus work location. In addition, regular coaching and feedback reviews with your manager/supervisor are expected to occur. It is your responsibility to give accurate and up-to-date information to your manager/supervisor, team members, those who you provide service and other business 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.

Employees who work in a Hybrid working arrangement should have an onsite work location assigned. This may be a shared space. Employees who work in a regular Remote location, will not be entitled to a workspace on campus, but if there is a need for a workspace, the location will be determined based on availability.

## D: Meetings

Certain meetings may be mandatory and will require you to be present at the campus work location.

## E: Insurance, Health and Safety

You will provide and maintain a designated workspace at the RWL. Worker's Compensation liability will be limited to work-related injuries/illnesses at this workspace as opposed to applying to all areas of the home/RWL. You are responsible for immediately informing your manager/supervisor of any potential work-related injuries/illnesses. UTA will only be responsible for any work-related injuries covered under the Worker's Compensation laws applicable to the RWL.

Transportation between the campus work location and the RWL and any accident that may occur in transit is your responsibility. When your presence is required at the campus work location, you are not considered to have arrived at the work location until the destination is reached. Travel to and from the campus work location is not considered work time.

## 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 job duties must be maintained in good working condition and used only for performing job responsibilities. The cost of maintenance for UTA equipment will be covered by UTA, if approved by the manager in advance. Software used by you is subject to the same UTA restrictions on duplication and unauthorized use of software used at the campus work location. UTA equipment is for UTA-related work only. 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 or funded by UTA remains the property of UTA and must be returned to UTA upon request. You may be required to bring, or send if you are not local, your UTA-owned machines to the campus work location for servicing. UTA is not responsible for the temporary loss of remote workdays due to equipment maintenance or repair. You may be able to check out UTA loan equipment through your college/unit/department and continue remote work. However, if there is no available loan equipment, you must report to work at the campus work location or use approved leave while working to correct issues impeding performance, unless you and your manager/supervisor agree to another course of action.

UTA assumes no responsibility for repair, maintenance or replacement of personally owned equipment used for remote work. OIT may provide general information but will not troubleshoot connectivity issues.

UTA may terminate this RWA if there is an inability to deliver work due to technology limitations or other degradation of service. If you are aware of degradation of service that would prohibit you from working remotely, you may make arrangements with your manager to use approved leave while working to correct issues impeding performance, unless you and your manager/supervisor agree to another course of action. Access (including connectivity) requirements will be decided upon by you and your manager, depending on the type of work to be performed. You incur all costs associated with this arrangement including, but not limited to: phone, computer, Internet connectivity, and any other utilities.

Upon resignation or termination of this RWA, you agree to return the equipment loaned in good working order and in comparable condition as when loaned.

## 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

The employee and manager will discuss any purchases made for Remote Work location prior to purchase. Any reasonable reimbursement of a purchase by the department will follow normal UTA business practices.

Travel expenses to and from the remote work location and the primary (or campus) work location will not be reimbursable business expenses that will not be taxable to you. In addition, other business-related travel pre-approved by the manager will be reimbursable business expenses, in accordance with UTA guidelines, 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, considering pre-approval, 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 will 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.

## Remote Work Agreement Form

### Employee Acknowledgement

I have read and I acknowledge the Remote Work Agreement (RWA) Policy for Staff.

### Employee Information

Last Name: \_\_\_\_\_

First Name: \_\_\_\_\_

Employee ID: \_\_\_\_\_

College/Unit/Department: \_\_\_\_\_

Primary/Campus Work Location: \_\_\_\_\_

### Agreement Type

New

Renewal Indicate the effective date of your original agreement: \_\_\_\_\_

### Agreement Duration

*Review and update on an annual basis.*

Start: \_\_\_\_\_

End: \_\_\_\_\_

## Working from Home

If the off-site work location is your home, you may choose to either provide your home address or confirm that your home address on record with UTA is accurate and write “home address on file with UTA”. Update home address in UTShare if it has recently changed.

*State/Country and telephone number(s) and are required.*

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Country: \_\_\_\_\_

Telephone Number: \_\_\_\_\_  Cell  Landline

*If outside the US, include country code.*

## Remote Work Location (RWL) 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.

Record Start/Stop times in Central Standard Time format. Exempt employees may work beyond the times stated below without supervisor approval.

Day of the Week	Start	Stop
<input type="checkbox"/> Sunday		
<input type="checkbox"/> Monday		
<input type="checkbox"/> Tuesday		
<input type="checkbox"/> Wednesday		
<input type="checkbox"/> Thursday		
<input type="checkbox"/> Friday		
<input type="checkbox"/> Saturday		

Special Notes:

University Assets (Equipment)

University assets used at the RWL – such as hardware, software, et cetera – must be logged in [the UTA Removal of Equipment from University Campus form](#).

As needed, complete and return the signed form to the department administrator prior to the removal of equipment from UTA premises.

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

I have read and understand the Remote Work Agreement (RWA) Policy for Staff 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.

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Employee Signature

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Date

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Supervisor Signature

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Date

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Dean or Vice President

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Date

*The original remains in the college/unit/department personnel file. A copy will be given to the employee, Office of Human Resources ([askhr@uta.edu](mailto:askhr@uta.edu)).*

*Complete the RWA by printing it out and signing on paper or by typing into the fields and signing using a digital signature in Acrobat.*

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