

H. Lee Moffitt Cancer Center & Research Institute Telecommuting Work Agreement

(To be completed by employee and manager if a proposal to telecommute is accepted. A copy of the approved Flexible Work Arrangements proposal must be attached to this agreement.)

I, (insert name) _____ understand and accept the following provisions regarding my telecommuting arrangement with the Cancer Center:

Work Arrangement

1. As a telecommuting employee, I will be performing a portion of my work from a non-Cancer Center location.
2. The scheduled days and hours I will work off site are specified in my FWA Request Form (attached). These may include certain “core hours” during which I will make myself accessible by telephone or e-mail. The total number of hours I work is not expected to change as a result of the telecommuting arrangement.
3. On days when I am required to work at the office, whether scheduled or unscheduled, commuting time to and from the office will not be treated as work hours or compensable time.
4. Business needs—including travel, trainings, meetings, etc.—may require me to adjust my telecommuting schedule or work at the Cancer Center office on days when I would normally work off-site, and I am willing to do so.
5. My telecommuting arrangement will not be construed as a contract of employment and the Cancer Center may legally modify or terminate this arrangement at any time for any reason.
6. If I transfer or am promoted to another position, this telecommuting arrangement will be subject to automatic review.
7. The general policies and procedures of the organization will prevail in this new arrangement
8. I will be responsible for providing information required for the Cancer Center's attendance and timekeeping processes. If I am a non-exempt employee, I will be required to accurately track and report my hours to my manager on a weekly basis.

Compensation and Benefits

9. My compensation and benefits will not change because I work off-site.
10. I will sometimes be expected to work overtime off-site, just as I would if I were working on-site. If I am eligible for overtime pay, my manager must authorize my overtime in advance. Any overtime will be paid in accordance with the Cancer Center's overtime policy.

Computer Equipment and Software

11. I will work with my manager to determine the equipment and software necessary for me to perform my job effectively from another location.

11. I will provide and maintain a computer and workstation that meets minimum information technology requirements. Unless otherwise indicated in advance of the agreement, I will not be reimbursed for these expenses.
12. In the event that I require Cancer Center equipment, the Cancer Center will assume the costs of providing, and will maintain ownership of this equipment and software.
13. I will not duplicate Cancer Center-owned software except as formally authorized.
14. I will take reasonable care to protect Cancer Center equipment from theft, damage or misuse.
15. I must return all Cancer Center equipment and software when the telecommuting arrangement ends or when I leave the Cancer Center. If I refuse to return any Cancer Center materials, the Cancer Center may take whatever legal action is necessary to regain its property, data, or supplies.

Technical Support

16. The Cancer Center will provide help desk technical support to troubleshoot connectivity issues. The Cancer Center accepts no responsibility for damage or repairs to any equipment I own.
17. I understand that this support is available primarily by phone and if unable to be resolved by phone, I may be required to bring Cancer Center owned equipment into the Cancer Center
18. If equipment failure prevents productive work for more than one day I may be required to work on-site until repairs are completed, unless loaner equipment is available. Alternatively, I may choose, with my manager's approval, to make up lost productivity later in the day or week or to take paid time off.

Furniture, Office Supplies and Travel Expenses

19. I will provide and maintain a desk and lights suitable for maximizing productivity and reducing discomfort, grounded electrical outlets, smoke detectors and a fire extinguisher. I will not be reimbursed for these expenses.
20. I am responsible for any home expenses, such as utility bills, and expenses related to building or remodeling my workspace.
21. The Cancer Center will not reimburse me for travel expenses other than those normally covered under the existing Cancer Center policy.

Connectivity

23. I will provide and maintain the necessary connectivity requirements, including an adequate high-speed Internet service provider. Unless otherwise indicated in advance of the agreement, I will not be reimbursed for these expenses.
24. I will submit a reimbursement request for business-related use of my home telephone lines.

Insurance

27. I understand that the Cancer Center's property insurance does not extend to my home, and that I am required to contact my homeowner's or renter's insurance carrier to determine to what extent my policy covers the equipment.
28. I will register my telecommuting equipment with my insurance carrier or, if necessary, purchase an additional rider to my existing policy.
29. I will provide proof of such insurance to the Cancer Center.

Data Security and Proprietary Information

30. I will take all precautions necessary to protect and hold secure proprietary information and will comply with Cancer Center policies regarding data security.
31. I will regularly use the Cancer Center-provided anti-virus software and will not install non-Cancer Center provided or supported software on Cancer Center-provided equipment.
32. I agree to follow the Cancer Center's standard policy regarding securing and disposing of confidential information.
33. I will not use Cancer Center-provided equipment for personal use and will prevent unauthorized access to Cancer Center data by individuals who are not Cancer Center employees (spouse, children, visitors, etc.).

Safety and Liability

34. I will designate adequate and separate workspace in my home and keep that space in safe, hazard-free condition. Cancer Center-provided equipment will be connected to a properly grounded electrical outlet and all wires will be kept out of walkways.
35. I understand that with at least 24 hours advance notice, an authorized representative(s) of the Cancer Center may visit my home office to monitor my compliance with the Cancer Center's regulations including safety, security, and confidentiality regulations, or to inspect or retrieve data, Cancer Center equipment, or similar material.

Workers' Compensation/Liability

36. I understand that the Cancer Center has the same interest in my health and safety at my home office as it does when I work at the Cancer Center's work site.
37. Since my home office may be an extension of the Cancer Center workspace, the Cancer Center may be liable under its Workers Compensation insurance plan for work-related accidents or injuries, which take place during work to benefit the Cancer Center, or at the convenience of the Cancer Center, during my approved work schedule and only in my designated and approved work area.
38. I understand that this coverage does not cover accidents or injuries unrelated to my work for the Cancer Center or extend to family members, visitors and others in my home, even if the injury/accident occurs in my designated and approved work area.
39. I further understand that I will not hold business meetings in my home. Necessary meetings will be held onsite in the Cancer Center.
40. In the event of a work-related injury or accident, I will follow the same reporting/documentation procedures required for those occurring at the Cancer Center's work sites including reporting the injury to the Cancer Center within 30 days of the accident. Failure to notify the Cancer Center within 30 days may result in a loss of workers' compensation benefits.
41. I understand that the mere fact of taking work home will not be sufficient to entitle one to workers' compensation benefits for an injury suffered at home.
42. I understand that workers' compensation benefits for travel will only be covered if the travel is for a business purpose of the Cancer Center.

43. I agree to maintain my designated and approved work area in a clean and safe condition. The Cancer Center is not responsible for any repair or maintenance to the home-work area. Any and all repairs needed at the designated and approved work area should be made immediately and are the sole responsibility of the employee.

Tax Issues

41. I understand that it is my responsibility to assess tax implications related to my home office and that the Cancer Center does not offer guidance on tax issues. If I have any questions regarding tax implications I am encouraged to consult with a qualified professional.

Dependent Care

42. I must ensure that my home office environment allows me to meet my job responsibilities in the same professional manner as when I am on site. To that end, I am responsible for maintaining appropriate childcare or eldercare arrangements, if applicable, and for establishing work practices that make the telecommuting arrangement transparent in my business dealings. I understand that telecommuting is not to be used as a substitute for regular dependent care.

Training

42. Telecommuters and managers are required to participate in a Cancer Center-sponsored training program before a telecommuting arrangement begins.

Work Setup

The location of my off-site work location is:

Address: _____

Description of workspace at off-site work location:

Telecommuting phone number: _____

Start Date: The telecommuting arrangement will commence _____

Trial period: A trial period will commence on the start date shown above and my manager and I will review the arrangement in approximately _____ days.

Attachments

- Copy of Flexible Work Arrangements Request Form
- Copy of current homeowner or renter insurance policy covering telecommuter's residence

The equipment and software being provided to me include:

<u>Description of Item</u>	<u>ID Number</u>
_____	_____
_____	_____
_____	_____

Other provisions:

I have read and accept the terms of this agreement. I also have read and accept the terms of the Cancer Center's telecommuting guidelines. I acknowledge that legally the Cancer Center may terminate or modify a telecommuting arrangement at any time for any reason. Telecommuting arrangements are not and will not be construed as a contract of employment. The Cancer Center's employment relationships are "at will," meaning that I am free to resign at any time for whatever reason and the Cancer Center may terminate the employment relationship at any time, with or without cause.

Telecommuter's Name (please print)

Signature

Date

I have reviewed this agreement with this employee and witnessed the employee's signature.

Manager's Name (please print)