



Temporary Alternative Work Arrangement Guidelines

Non-Faculty Employees

Critical Incidents

Western Illinois University encourages all managers and supervisors to think creatively about how to support their employees in caring for their health and reducing risk of exposure to COVID-19 (referred to further as 'critical incident'), as the University remains open. One such option is implementing social distancing by encouraging employees to seek alternative work arrangements, where the University has determined that these arrangements are appropriate and viable. These Temporary Alternative Work Arrangement Guidelines should be used in all instances where the University has determined that work may temporarily be performed from an alternate location or by allowing flexible work schedules as a means of social distancing. In order to comply, a Temporary Alternative Work Arrangement Agreement (referred to further as 'Temporary Agreement') must be completed and approved.

This is a short-term discretionary program and must be discussed and considered on a case-by-case basis with the unit supervisor and individual employee. This Temporary Agreement provides the flexibility needed to adjust to any changing circumstances as the current critical incident continues to evolve.

The following guidelines apply when entering into this Temporary Agreement:

General Guidelines

1. If an employee already has an existing telecommuting agreement in place, the Temporary Agreement should be used instead of modifying an existing agreement. The Temporary Agreement supersedes any prior telecommuting agreement in place between the employee and Western Illinois University, if any. When the conditions around the current critical incident change, the University will terminate any Temporary Agreements in place, and all prior agreements and work arrangements will resume. Note that having successfully engaged in this Temporary Agreement does not require management to agree to any future alternative work arrangements.

2. Employees and supervisors must understand that the Temporary Agreement permits employees to work using alternative methods as a temporary measure only, and will be reviewed continuously during the period in which Western Illinois University encourages social distancing as a measure intended to minimize the critical incident. Accordingly, Western Illinois University may alter this schedule or end the Temporary Agreement at any time at its discretion.
3. While working remotely, the employee will:
 - a. remain accessible during the work hours listed in the Temporary Agreement
 - b. communicate with the supervisor to discuss status and open issues
 - c. remain available for video/teleconferences, scheduled on an as-needed basis;
 - d. request supervisor approval in advance of working any overtime hours (if employee is eligible for overtime);
 - e. take rest and meal breaks while working remotely in full compliance with all applicable laws, policies or collective bargaining agreements; and
 - f. request supervisor approval to use vacation, sick, or other leave in the same manner as when working under employee's regular work arrangements.
4. The employee acknowledges that if their supervisor deems that the temporary alternative work arrangement described in this Agreement is not working effectively or as envisioned, the supervisor may at any time adjust or end this Agreement with at least 24 hours notice to the employee.
5. Employee's essential duties, obligations, responsibilities, and conditions of employment with the University remain unchanged. Job responsibilities, standards of performance, timecard completion and performance appraisals remain the same as when working under the employee's existing work arrangement. The supervisor reserves the right to assign work as necessary at any work site.
6. The parties acknowledge that if the University deems that the Temporary Agreement is no longer necessary due to the critical incident, the University may at any time adjust or end this Agreement. The University will provide as much advance notice as possible of any changes to this Agreement.
7. The employee understands that the employee is responsible for tax consequences, if any, of this arrangement, and for conformance to any local zoning regulations.
8. The employee understands if their request for an alternative work agreement is denied by their supervisor, an appeal can be submitted to the appropriate department head.

Safety & Equipment; Information Security

9. The employee agrees to maintain a safe, secure, and ergonomic work environment and to report work-related injuries to the employee's supervisor at the earliest reasonable opportunity.
10. The employee agrees to hold the University harmless for injury to others at the alternate work site. Space and equipment purchase, set-up, and maintenance for telecommuting purposes will be treated in the following way:
 - a. The employee is responsible for providing space and all necessary equipment (ie: telephone, printing, networking, desktop computers, internet capabilities, etc.) at the remote location.
 - b. The employee agrees to protect University-owned equipment, records, and materials from unauthorized or accidental access, use, modification, destruction, or disclosure. The precautions described in this agreement apply regardless of the storage media on which information is maintained, the locations where the information is stored, the systems used to process the information, or the process by which the information is stored.
 - c. The employee agrees to report to the employee's supervisor any incidents of loss, damage, or unauthorized access at the earliest reasonable opportunity.
 - d. The employee understands that all equipment, records, and materials provided by the University shall remain the property of the University.

Liability

11. The University will not be liable for damages to an employee's personal or real property during the course of performing their assigned duties and responsibilities in the Temporary Agreement.
12. The employee remains liable for injuries to third persons and/or members of the employee's family arising from the employee's premises.