



Hybrid Workplace Agreement

This Hybrid Workplace Agreement is between _____ (Employee),
_____ (job title) who is assigned to work at the following location:
_____ (“AURA/Center Worksite”) and the Association of
Universities for Research in Astronomy, Inc. (AURA).

The parties mutually agree as follows:

1. Establishment of Hybrid Workplace Arrangement; Compliance with Hybrid Workplace and Remote Working Guidelines and Procedures.

AURA agrees that the above-mentioned Employee may perform a portion of their work for AURA via a hybrid workplace as specified in this Agreement. While performing work for AURA via hybrid workplace, Employee agrees to abide by the AURA Hybrid Workplace and Remote Working Guidelines and Procedures, the terms of which are set forth in Exhibit A and made a part of this Agreement.

2. Term

This Hybrid Workplace Agreement is in effect from _____ to _____ and may be terminated by AURA at any time with or without cause, or extended beyond this period if agreed to by Employee and their supervisor. If extended, this Agreement must be reviewed and modified as necessary.

3. Employment Relationship

This Hybrid Workplace Agreement is not a contract of employment and does not provide any contractual rights to continued employment. The employee has voluntarily requested approval to work a hybrid work arrangement, and this agreement does not alter or supersede the terms of the existing at-will employment relationship between Employee and AURA.

4. Requirements

Hybrid Workplace Location Safety Requirements. Employee agrees that the hybrid workplace location meets the safety requirements listed below and is safe from conditions that could pose a hazard to health and safety or a danger to equipment.

Workplace Environment

- Temperature, noise, ventilation and lighting levels are adequate for maintaining Employee’s normal level of job performance
- All stairs with four or more steps are equipped with handrails within the workspace.
- All electrical equipment is free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires causing tripping hazards, flexible wires running through walls, exposed wires fixed to the ceiling)
- All outlets are covered and in working order (Caution: Do not overload

outlets; make sure they can handle the load; if necessary, call your electrician to verify outlet electrical circuit capacity)

- Equipment is fitted with grounding adapters, surge protectors, and overload fuses
- Aisles, doorways, and corners are free of obstructions to permit visibility and movement
- File cabinets and storage closets are arranged so drawers and doors do not open into walkways
- Chairs do not have any loose casters (wheels) and the rungs and legs of the chairs are sturdy
- The office space is neat, clean, and free of excessive amounts of combustibles
- Floor surfaces are clean, dry, level, and free of worn or frayed seams (including carpets well secured to the floor)
- A home multi-purpose fire extinguisher, which Employee knows how to use, is readily available
- Employee has an evacuation plan so Employee knows what to do in the event of a natural disaster or emergency.

Computer Workstation

- Chair is fully adjustable, allowing change in height and angle of backrest to provide support to the inward curve of the operator's back and waist (Note: If necessary, use a pillow, rolled towel, or cushion for lower back support)
- Chair is adjusted so that knees are at a 90-degree angle, feet are flat on floor or footrest, and elbows are at the same height as keyboard
- Screen is about an arm's length from the eyes, tilted back 0 - 20 degrees from user's eyes and top of viewing screen is at or below the user's eye level
- Screen contrast and brightness are adjusted for the best reading of typed characters on screen
- Keyboard height should allow Employee to type and mouse with arms at 90 degree or greater angle without lifting shoulders and allow for straight wrists

Employee shall maintain the hybrid workplace location in a safe condition, free from hazards and other dangers to the Employee or any other person.

On-site visits for Business Purposes. Employee understands and agrees that, for business purposes, AURA can make an on-site visit of the hybrid workplace location with 48 hours advance notice. Business purposes include, but are not limited to: workers' compensation claims and installing, maintaining, and/or retrieving company equipment. Employee shall cooperate with any such visits.

Workers' Compensation. The hybrid work location is considered an official AURA/Center worksite for purposes of workers' compensation insurance. Employee shall inform their supervisor immediately of any work-related injury sustained in the hybrid workplace location while in the course of performing their job duties.

Employee Liability; Indemnity. Employee shall be liable for injuries to third parties and/or members of the Employee's family at the hybrid workplace location and elsewhere on Employee's premises. Employee agrees to indemnify and hold harmless AURA, its employees and agents from and against any and all claims, demands, actions, causes of action or liability resulting from or arising in connection with

5. Work Location & Hours

Employee’s “Hybrid Workplace Location” is as follows: (Street address, City, State and designate particular rooms in the home where the work will occur):

While working offsite, Employee agrees to perform their work within the Hybrid Workplace Location.

Employee is approved to hybrid work:

- Occasionally upon approval of supervisor – no regular hybrid workplace schedule
- On a regular hybrid workplace schedule

Employee is scheduled to hybrid work on the following days:

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday
- Sunday

Employee acknowledges that they may need to report to the AURA/Center Worksite on designated hybrid workdays, as required based on business needs.

Employee’s core hours on hybrid workplace days when Employee is available to their supervisor, coworkers and customers are:

_____ to _____

Describe any additional or alternative work arrangement:

Employee is scheduled to work from the AURA/Center Worksite (non-hybrid work) on:

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday
- Sunday

Employee’s core hours at the AURA/Center Worksite are:

_____ to _____

Specific Job Tasks

If hybrid working is limited to specific tasks, projects, or types of work describe them here.

6. Compensation & Benefits

Employee’s compensation and benefits, including vacation, sick leave, other forms of leave, and travel benefits shall not be affected by this Hybrid Workplace Agreement.

Per AURA policy, non-exempt Employees are required to obtain prior supervisor approval for overtime, including work performed from the hybrid workplace location.

Employee shall be responsible for tax implications related to the hybrid workplace.

7. Intellectual Property

Employee agrees that the terms of the “Inventions and Proprietary Information Agreement” signed by Employee apply to any Intellectual Property (as that term is defined in such Agreement) developed by Employee at the hybrid workplace Location.

8. Termination

The Agreement is not a guarantee of employment and can be terminated at any time by either AURA/Center or the Employee.

9. Integration and Amendment

This Agreement, together with any addenda and amendments relating hereto, sets forth the entire understanding between the parties hereto and supersedes all prior or contemporaneous agreements, representations and understandings between the parties with respect to the subject matter of this Agreement. This Agreement may only be amended in a writing signed by both parties hereto. A copy of the Agreement and any addendums or amendments will be provided to Employee and submitted to HR for placement in the Employee’s personnel file.

EMPLOYEE: By signing this Agreement, Employee confirms that they have requested of AURA to enter into a hybrid work arrangement. The employee also acknowledges they have reviewed, understand and agree to the terms and conditions of this Agreement:

Employee Signature

Date

SUPERVISOR: By signing this statement, the supervisor agrees to work with the Employee to implement hybrid workplace as described in the AURA Hybrid Workplace and Remote Working Guidelines and Procedures and this Agreement.

Supervisor Signature

Date

Center Approval: Centers have discretion to require approvals beyond that of the Employee’s supervisor. These approvals may extend to functional managers, department managers, and/or directors.

Approved by: _____

Date

Printed name: _____

Name of Center: _____

Association of Universities for Research in Astronomy, Inc.

By: _____

Human Resources Manager

Date

The Human Resource Manager signature acknowledges that all required reviews and approvals have taken place.

Attachments: Hybrid Workplace and Remote Working Guidelines and Procedures

Distribution:

Original: Employee HR File

Copies: Employee, Supervisor

Notification as Appropriate i.e. ITS, AFG, Safety, Asset Management