

# **Hybrid Workplace Agreement**

This Hybrid Workplace Agreement is between	(Employee),
(job title) who is ass	igned to work at the following location:
("AURA/Center Works	site") and the Association of
Universities for Research in Astronomy, Inc. (AURA).	
The parties mutually agree as follows:	
1. Establishment of Hybrid Workplace Arrangement; Comp	pliance 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 perform	ning work for AURA via hybrid
workplace, Employee agrees to abide by the AURA Hybrid Workp	place and Remote Working Guidelines
and Procedures, the terms of which are set forth in Exhibit A and	I 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 cau	ise, or extended beyond this period if
agreed to by Employee and their supervisor. If extended, this Ag	greement 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
- 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

(i) injuries to third parties and/or members of the Employee's family at the hybrid workplace location and elsewhere on Employee's premises and/or (ii) any injury or harm to persons, or damage to property, caused directly or indirectly by Employee's willful misconduct or negligence.

**Zoning.** In establishing a home office, Employee is responsible to understand and comply with property use restrictions in local zoning regulations or rental agreements, as may be applicable.

**Home Office Equipment Inventory.** Employee and Employee's supervisor shall complete the Home Office Equipment Inventory below to identify which items of equipment are being supplied by AURA/Center and which items of equipment are being supplied by the Employee.

## **Home Office Equipment Inventory**

Equipment	Provid	ded By: AURA/Center
Equipment	Employee	AURA/Center

<b>5. Work Location &amp; Hours</b> 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:
<ul><li>☐ Occasionally upon approval of supervisor – no regular hybrid workplace schedule</li><li>☐ On a regular hybrid workplace schedule</li></ul>
Employee is scheduled to hybrid work on the following days:
$\square$ Monday $\square$ Tuesday $\square$ Wednesday $\square$ Thursday $\square$ Friday $\square$ Saturday $\square$ 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
<b>Specific Job Tasks</b> 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.

<b>EMPLOYEE:</b> 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	
<b>SUPERVISOR:</b> By signing this statement, the supervhybrid workplace as described in the AURA Hybrid Procedures and this Agreement.	visor agrees to work with the Employee to implement Workplace and Remote Working Guidelines and	
Supervisor Signature		
<b>Center Approval:</b> Centers have discretion to require supervisor. These approvals may extend to function directors.	· · · · · · · · · · · · · · · · · · ·	
Approved by:		
Printed name:	Date 	
Name of Center:	<u></u>	

Association of Universities for Research in Astronomy, Inc.

An HR Representative will provide acknowledgment of review and completion via email notification to complete the document.

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