

## Appendix C

# DLSU Interim Telecommuting Work Agreement

The De La Salle 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 the current health situation). One such option is implementing physical distancing by encouraging employees to work remotely, where management has determined that working remotely is appropriate and viable. This Interim Telecommuting Work Agreement should be used in all instances where management has determined that work may temporarily be performed from home or an alternate location as a means of physical distancing as mandated by the government due to COVID-19.

This Agreement must be signed by the employee, supervisor/ officer and the head of the unit or department. When management determines some form of remote work arrangement is appropriate going forward, a new Telecommuting Agreement must be prepared and signed. Note that having successfully engaged in temporary telecommuting pursuant to this Agreement, or a prior agreement does not require management to agree to any future remote work.

## I. General Work Arrangement

1. This Agreement is between (“the department”) and (“Employee”) to establish the terms and conditions for temporarily performing work at an alternate work site with the following frequency (e.g.daily each week, on the same day every week, or on some routine basis).

2. This Agreement begins on (date). You understand that this Agreement to permit you to work remotely is a temporary measure only, and will be reviewed continuously during the period in which De La Salle University, referred to as DLSU or the University hereinafter, encourages physical distancing as a measure intended to minimize the spread of the current health situation. Accordingly, DLSU may alter this schedule or end this Interim Telecommuting Work Agreement at any time at its discretion.

3. This Agreement will remain in effect unless altered or terminated at any time as described in paragraph 2 above.

4. The following conditions apply:

- a. Employee’s remote work schedule is \_\_\_\_\_  
(Specify days and hours. If it varies, please include those details).
- b. Employee’s regular remote work site location is \_\_\_\_\_.
- c. Employee’s regular remote work phone number is \_\_\_\_\_.

5. While working remotely, Employee will:

- a. remain accessible during the remote work schedule;
- b. check in with the supervisor to discuss status and open issues;

## Appendix C

- c. be available for video/teleconferences, scheduled on an as-needed basis;
- d. be available to physically attend scheduled work meetings as requested or required by the Department;
- e. request immediate superior's approval in advance of any changes in remote working schedule/ hours;
- f. take rest and meal breaks while working remotely in full compliance with all applicable policies or collective bargaining agreements; and
- g. request supervisor approval to use vacation, sick, or other leave in the same manner as when working at Employee's regular work location.

6. With reasonable notice and at a mutually agreed upon time, the University may make on-site visits to the Employee's remote work location to ensure that the designated work space is safe and free from hazards, provides adequate protection and security of University property, and to maintain, repair, inspect, or retrieve University property.

7. Employee agrees to return University-owned equipment, records, and materials within seven (7) days of termination of this agreement. Within seven (7) days of written notice, Employee must return University-owned equipment for inspection, repair, replacement, or repossession.

## II. General Work Setup

Telecommuting employees during COVID-19 are considered Employees Working Remotely or Employees Paid by Result, that it does not affect his/her status as a permanent employee. Eligibility is based on the Telecommuting Guidelines of DLSU.

Terms and conditions of the Work from Home (WFH) or telecommuting work arrangement are stipulated in the Telecommuting Agreement or the Interim Telecommuting Work Agreement for COVID-19.

The Faculty will be guided by the provisions of the Faculty Manual as modified to meet the current requirements of the University, as it delivers emergency remote learning.

For Non-teaching Employees: In accordance with the Telecommuting Law of the Philippines, Section 5 of the "Telecommuting Act of 2019" and the DOLE D.O. 202 series of 2019 "Implementing Rules and Regulations of the Telecommuting Act", the University shall ensure that the Telecommuting Employees (TE) are given the same treatment as that of employees working at the employer's workplace. All telecommuting employees shall:

1. Receive a rate of pay, including overtime and night differential, and other similar monetary benefits not lower than those provided in applicable laws and collective bargaining agreements.
  - a. In a Telecommuting Work Arrangement, remote work-hours of Telecommuting Employees can only be generally supervised as it is results-based, and could not be heavily supervised by the University. Thus, work-hours can not be irrefutably determined unless

## Appendix C

with the use of a tested and approved timekeeping device similar to what is available to those working in the employer's workplace. Their productive work-hours shall not exceed the employee's regular work days and hours of work.

Dept. Heads shall assign work fairly and equally to their staff keeping in mind that these will be performed during and within the employee's official work schedule. Employees must follow this regular assigned work schedule, unless otherwise discussed with and approved by the employee's immediate head. All arrangements for childcare, elder care, parents, or others must be arranged early so as not to interfere with the employee's regular work schedule.

- b. Overtime is defined as work rendered beyond a regular workday that spans 7.5 hours for five days on Monday to Friday plus 4 hours on a Saturday for CAP, and 8 hours a day for five days for other non-teaching employees according to the CBA and employee manual.
  - This policy provides that work rendered from an alternative workplace such as the home or an alternative workplace, during COVID-19 quarantine and hereafter under the "new normal", does not entitle one to additional pay or overtime premium, excess time for offsetting and related allowances, unless it is actual work rendered in excess of the regular work hours per day (that can only be determined with an approved timekeeping measuring device for employees).
- c. Night shift is defined as official work performed between 10:00 pm to 6:00 am. Choosing to work in the night-time between 10:00pm to 6:00 am instead of the daytime for a Telecommuting Employee does not entitle one to night shift differential. Only substantiated and approved work rendered on a night shift is entitled to night shift differential.
- d. Official work schedule of the employee remains unchanged. A regular workday that spans
  - 7.5 productive hours for five days on Monday to Friday plus 4 hours on a Saturday for CAP
  - 8 productive hours a day for five days for other employees according to the CBA and employee manual.

Telecommuting employees are still required to follow their official work schedules as when they report to work on campus (same reporting work-hours and meal breaks). This will provide ease in coordinating meeting schedules, times and frequency of contact in both directions.

Employees working in both the employer's workplace and at an alternative workplace such as Work From Home are both considered as work rendered on a Regular Work Day unless it is a rest day, regular holiday or special non-working days.

## Appendix C

If an employee Refused to Work, either from home/ alternate workspace or in the campus following community quarantine guidelines, despite efforts to provide them with the necessary equipment and giving them tasks, duties, projects and work assignments, treatment is Leave Without Pay.

2. Have the right to rest periods, regular holidays and special non-working days.
3. Have the same or equivalent workload and performance standards as those of comparable workers at the employer's workplace.
4. Have the same access to training and career development opportunities as those of comparable workers at the employer's premises only if these are available or possible given the quarantine conditions, and be subject to the same appraisal policies covering these workers.
5. Receive appropriate training and technical support on the technical equipment at their disposal, and the characteristics and conditions of telecommuting.
6. Have the same collective rights as the workers at the employer's workplace, and shall not be barred from communicating with workers' representatives.
7. The focus in telecommuting arrangements must be on results. The supervisor should communicate in advance what assignments or tasks are appropriate to be performed at the telecommuting site, and what assessment techniques will be used to measure success in meeting performance standards.
8. The Telecommuting Work Agreement should be in writing and should be signed and dated by the employee, the supervisor, and the unit or department head. A copy should be given to the employee; the original should be sent to CCHRS to be filed the employee's 201.

The University shall also ensure that measures are taken to prevent the telecommuting employee from being isolated from the rest of the working community to meet virtually with colleagues on a regular basis; and allowing access to company information when these are related to the employee's function, and when this is possible under the prevailing conditions.

Employee's duties, obligations, responsibilities, and conditions of employment with the University remain unchanged except those obligations and responsibilities specifically addressed in the Telecommuting Program and the Telecommuting Work Agreement.

### III. Use and Cost of Equipment and IT requirements

1. The university shall provide the employee and faculty identified as critical personnel based on priority levels during the ECQ/ Post-ECQ period, with the necessary equipment, access to files,

## Appendix C

internet connectivity support for networking and telecommunication needs, such as internet data from an internet service provider.

- a. Faculty - the University provides but subject to availability, the laptop/desktop computer, webcam, mic/ speaker, other equipment if faculty does not have suitable equipment, software, pocket wifi and internet data load to improve connectivity.
  - b. Non-Teaching Staff - the University provides but subject to availability, the laptop/desktop computer that they are using regularly, webcam, mic/ speaker, other equipment if an employee does not have suitable equipment, software, pocket wi-fi and internet data load to improve connectivity.
2. The university will also offer soft loans for faculty and employees who wish to acquire laptops for WFH use.
  3. Telecommuting employees will also have access to shared Lasallian workspaces in La Salle campuses near their residence which is subject to agreement by other La Salle schools.
  4. Employees who volunteer and are approved for a WFH arrangement are responsible for providing space, telephone, printing, internet data capabilities at the telecommute location, and shall not be reimbursed by the employer for these or related expenses. Internet access must be via DSL, Cable Modem, broadband or an equivalent bandwidth network.
  5. Employee commits to protect University-owned data, 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.
  6. Employee commits to report to the Employee's supervisor any incidents of loss, damage, or unauthorized access at the earliest reasonable opportunity.
  7. Employee understands that all equipment, records, and materials provided by the University shall remain the property of the University.

## IV. Managing Performance

Job responsibilities, standards of performance, and performance appraisals remain the same as when working at the regular University work site. The immediate superior reserves the right to assign work as necessary at any work site.

## **Appendix C**

Employee commits to observe the days and hours he/ she is expected to be working and reachable at the telecommuting site; fully utilize the methods of contact such as dedicated phone line, voice calls, messaging, email, videoconference, etc.; and establish regular times and frequency of contact.

For transparency, supporting documents to substantiate actual work rendered indicating outcomes and time spent on the delivery of the output and results required by the University may be deemed necessary. It shall be prepared by the employee, verified or certified by the immediate superior and approved by the Unit Head. Supporting documents would include Task Calendars and Month-End Reports that will be prepared by the employee, reviewed & verified by the immediate superior and approved or certified by the Unit Head.

The De La Salle University's rules and policies, including those set forth in De La Salle University Faculty and Employee Manuals shall be applied while in the Temporary Telecommuting Work Arrangement. These policies include, but are not limited to, policies regarding attendance, confidentiality, and policies prohibiting harassment. Employees are reminded that Work From Home Policy is not to be used in place of sick leave, and other leaves.

## **V. General Welfare of Telecommuting Employees**

The De La Salle University and its management shall ensure the physical health, mental health and safety of telecommuting employees by regularly monitoring if the employee is able to adjust to work from or the temporary remote work arrangement. Necessary interventions shall be provided to ensure mental health such as a counselor or a psychologist to determine and review his/her suitability to WFH or telecommuting.

## **VI. Telecommuting Workspace**

The Telecommuting Employee is responsible for designating a remote workspace, which is typically a space in the employee's home whether it is a dorm or any type of residence (a small spare or bedroom, etc.). No work should be performed outside of this designated workspace. The designated workspace must be kept in a safe condition, free from hazards to both the employee and the equipment. Should the employee sustain any injuries in their designated workspace and in conjunction with his or her regular work duties, the employee is responsible for notifying his or her immediate head of such injuries as soon as is practicable. De La Salle University will not be responsible for any injuries to the employee or any third parties outside of the designated workspace or during the employee's non-working time.

If, while working from a designated remote workspace, the employee experiences technical issues with his or her computer or internet access that prevents the employee from working remotely, the employee must notify his or her immediate head immediately. Interruptions to work caused by internet outages may require the employee to work from their regular office space or an alternative worksite for the remainder of the day, or until the outage is fixed.

## Appendix C

Telecommuting Employees may be required to physically report to their usual work site as required by the needs of the department.

Employees working from an alternative workspace such as the home understand that their computers and the internet may be monitored by De La Salle University from time to time during their work schedule.

### 1. Guidelines for Telecommuting Workspace

- a. Have a clearly defined work space that is kept clean and orderly.
- b. Designated work area is secure to manage confidentiality of work being performed.
- c. Work area is adequately illuminated with lighting directed toward the side or behind the line of vision, not in front or above it. The area is well ventilated.
- d. Employee commits to communicate and respond regularly, promptly and accurately to all voice calls, text messages, and emails (acknowledging/ replying/ sending)
- e. Remote Meetings
  - i. Employee commits to uphold and adhere to relevant university policies on data privacy and confidentiality.
  - ii. Employees working from the designated remote workspace commit to promptly attend all essential meetings by phone and/or via video conference thru Zoom, Google Meets, MS Teams, any required platform.
  - iii. Observe online work ethics
    - Keep meetings on time
    - Allow bio-breaks, 10-15 minute activity breaks or desk stretches every 90-120 minutes
    - Observe best practices for video conferencing to manage participation, time, security and confidentiality, such as:
      - Headsets must be worn while working from home unless you can guarantee security of the room you are holding the meeting in. This helps manage confidentiality of all information discussed.
      - Recorded sessions must always be declared at the start of the meeting. Recording is only for purposes of minutes taking during official meetings.
      - Dress Code: dress appropriately (no sleeveless or sando tops) for work-related meetings. Even if WFH, employees shall show respect for the purpose of these meetings.
      - Time Management during video meetings: best to post agenda and sequence of speakers on Chat to manage time and expectations. Also post links to any files shared for presentation.
      - Active Moderator: will be allowed to mute and unmute participants during the meeting.
      - Meeting minutes must be sent one day ahead and links are also shared on Chat for reference as needed.

### f. IT Equipment Required as Recommended by ITS

## Appendix C

- i. Computer (either desktop or laptop)
  - ii. Internet connectivity
  - iii. Computer program specifications
- g. Priority lists of approved WFH arrangements to receive a required equipment shall follow the prioritization scheme, according to the critical activities of the university during COVID-19
- h. Technology recommended by ITS
- i. Virtual Meeting App - navigation of features and scheduling of meetings (such as Zoom, Google Meets, MS Teams)
  - ii. Online platforms and WFH software to efficiently and safely send messages or communication (surveys, alternative messaging apps if applicable)
  - iii. Phone and Computer Applications that can be used for productivity and task management
    - Email features in Gmail
    - Calendar
    - Microsoft Office and PDF files (saving as PDF, opening of PDF files)
    - Microsoft Yammer - private social media platform for DLSU employees

## VII. Confidentiality and Security

Employees working remotely are reminded that even if they are working from a designated remote workspace, they are bound by the Data Privacy Act and/ or any confidentiality and/ or security agreements they signed in connection with their employment with the De La Salle University, and any confidentiality and/or security policies contained in the DLSU Faculty and Employee Manuals. Thus, consistent with the University's expectations of information security for employees working in the office, telecommuting employees commit to ensure the protection of institution and stakeholders information accessible from the alternative workspace such as the home office (WFH). Steps include regular password maintenance, locked file cabinets and desks to store sensitive information, and any other measures appropriate for the job and the environment of the designated remote workspace.

**I hereby affirm by my signature that I have read this Interim Telecommuting Work Agreement and understand and agree to all of its provisions.**

\_\_\_\_\_ Employee Print Name & Signature/ Date

\_\_\_\_\_ Immediate Superior's Print Name & Signature/ Date

\_\_\_\_\_ Unit Head's Print Name & Signature/ Date



## **Appendix C**

The employee should be given a copy of the document, and another copy should be maintained by the department. This signed Agreement must be sent to CCHRS for placement in the Employee's personnel (201) file. The employee and the supervisor should each keep a copy of this Agreement for future reference.