Telecommuting Guidelines

UW-Eau Claire recognizes the value and benefit of telecommuting. In the furtherance of this recognition, UW-Eau Claire works for the development and implementation of telecommuting in appropriate work environments.

Telecommuting is a flexible, voluntary work option that allows employees to work a portion of a normal work week/pay period at an alternative work site on a regular basis as agreed upon in writing between the individual and UW – Eau Claire for a specified period of time.

UW-Eau Claire believes extending the work place is a viable alternative work arrangement in certain instances. This voluntary telecommuting program is intended to be an innovative work option that benefits the University as well as the employee. Telecommuting is a cooperative arrangement between the employee and the employer. It is not a basic right of all employees. A telecommuting arrangement is based on the needs of the University and on the employee’s past and present levels of performance.

Telecommuting does not apply to employees who:
- work at home on a short-term basis
- work at home as either a temporary or permanent reasonable ADA accommodation.

This policy does not apply to faculty, instructional academic staff, graduate assistants, or LTEs. It is applicable to administrative and professional academic staff and classified staff.

Telecommuting is allowed within the U.S. only.

Telecommuting is a management tool allowing for flexibility in work options. It does not change the basic terms and conditions (including compensation and benefits) of employment. This voluntary telecommuting policy does not limit the right and ability of the University to require employees to work at alternate work sites.

**Employee Selection Criteria and Conditions**

A formal written request must be initiated by the employee. The unit director/department chair will review the telecommuting request and will consider the unique circumstances of each request in light of the factors listed below:

1) Needs of the University and department or unit
2) Employee’s work duties and the ability to set clear and quantifiable objectives in order to measure work performed
3) Availability and costs of needed equipment
4) Adequate and appropriate work space at the employee’s home or other off-site location
5) Employee’s current and past job performance
6) Employee’s work skills; such as time management, organizational skills, self motivation, and the ability to work and solve problems independently
7) Effect on the rest of the work group, unit, department or University.
8) Nature of employee’s duties (ability to perform work off site)
9) Other items deemed necessary and appropriate by the director or chair.
Telecommuting is approved on a case-by-case basis consistent with the mission of the University and the respective unit/department. Each telecommuting arrangement will be cost-justified and will be reviewed periodically (as stated in the agreement) for continued mutual benefit. Please refer to the telecommuting compatibility worksheet to help determine eligibility.

Telecommuting is not a substitute for dependent care (i.e. childcare, eldercare, etc).

The role of the managing supervisor is critical to the success of the telecommuting arrangement.

The value of participation and contact with co-workers, clients, and supervisors is understood; thus, the policy requires telecommuting employees have designated periods of work time on-campus.

**Work Performance**

A telecommuting employee is responsible for maintaining availability, levels of production at the expected standard, and quality of work at the expected standard while telecommuting. Inadequate availability, reduced work production and/or work quality may be cause for modifications or termination of an employee’s participation in telecommuting. In such instances, the employee will be required to return to the work place, and the telecommuting agreement will be terminated.

**Communication**

The employee understands that effective communication is essential for this work arrangement to be successful. The employee will be available by phone, email, or fax during scheduled telecommuting work hours. Teleconferencing is a reliable means of communication and may substitute for actual attendance at some meetings.

**Worksite**

The address, telephone number, and description of the worksite at the telecommuting location shall be outlined in the telecommuting agreement. The director /chair or designee may make on site visits to the telecommuter’s location anytime during scheduled work time.

The employee agrees to furnish and maintain the worksite in a safe manner consistent with the requirements of the University and state and federal safety regulations. The worksite shall be subject to safety compliance inspection by University personnel and/or other authorized individuals during scheduled work time or by appointment.

The employee should be available to report to the campus work location, if directed, in a reasonable amount of time should an emergency arise.

**Work Schedule**

The work schedule of the telecommuting employee will be determined by the supervisor and will be documented in the telecommuting agreement. Telecommuting employees must have designated periods of work time on-campus.

The working of overtime, accrual of compensatory time, accrual and charging of leave time will be subject to the same rules and regulations as are in place at the designated university work location.

On a non-telecommuting day, including periods of severe weather or emergency closing, the telecommuting employee may not choose to work at the telecommuting site and receive pay for work at the site unless supervisor approval is received in advance or prior to any work performed at the home work place.
Scope of the Telecommuting Agreement
The employee understands that all obligations, responsibilities, and terms and conditions of employment with the University of Wisconsin-Eau Claire remain unchanged, except those specifically addressed in the Telecommuting Agreement. Any breach of the Agreement by the employee may result in modification or withdrawal of telecommuting privileges under the Agreement, termination of the Agreement, and/or disciplinary action, up to and including termination of employment.

Approval
No telecommuting agreement can be implemented until approved as follows

Approval Process:
- Employee completes request and presents it to Director/Chair
- Director/Chair (Only positive recommendations move forward)
- Associate Vice Chancellor/Dean
- Director of Human Resources recommends to next level.
- Vice Chancellor or Provost/Vice Chancellor or Chancellor (dependent upon division)

The agreement must be signed by the individuals stated above. Copies will be provided to all appropriate parties (named above) as well as Risk Management Officer. A copy will be kept in the employee’s official personnel file.

Termination of Agreement
Normally an employee will be given at least four weeks notice before a telecommuting agreement is terminated. However, a director/chair may suspend an agreement at any time.

Equipment and Information Security
1) University-provided equipment at home is not an entitlement of telecommuting employees. Depending on the job, equipment needs for telecommuters will vary and are determined by the supervisor.

2) Telecommuting employees using university-provided computer hardware and software to perform their jobs must abide by the University’s policies covering information security, software licensing, internet access, and data privacy.

3) Maintenance on university-owned equipment will be performed by a university authorized technician. The employee will be responsible for bringing the equipment to the employer-designated repair location. Necessary maintenance and repairs on university-owned equipment will be performed at the University’s expense.

4) Maintenance and repair of employee-owned equipment is the responsibility of the employee. The University is not liable for such equipment even if the employee is engaged in university work at the time of malfunction.

5) Employees must return all university-owned equipment to the University when requested by their supervisor, when the agreement ends, or when employment is terminated.
Expenses

1) Long distance telephone calls and/or fax transmissions for conducting university business may be reimbursed upon verification of the expense.
2) Basic office supplies shall be obtained through the normal departmental procurement procedures.
3) Any other expense reimbursement related to telecommuting requires prior approvals by the supervisor.
4) Any costs related to remodeling and/or furnishing the work space shall be non-reimbursable and the responsibility of the employee.
5) Any costs incurred traveling to and from the remote work location and UW – Eau Claire will be the sole responsibility of the employee.
6) Normal household expenses such as heating and electricity shall be non-reimbursable.

Confidential Information
Telecommuting may require the employee to take confidential information to the alternate worksite. The employee will take reasonable precautions to prevent such disclosure.

Insurance

Workers’ Compensation
The employee will be eligible for workers’ compensation benefits for any injury or illness that arises out of the employee’s work, occurs at the worksite, and occurs during the working hours specified in the agreement. A job related accident/illness during the remote work hours must be reported to the supervisor or other authorized university representatives within 24 hours. When the telecommuting work site is out of state and if the out of state location is the primary work site, a separate policy regarding worker’s compensation is required. Any expense in obtaining this policy will be the unit/department’s responsibility.

University Property
The University will insure all university property identified in the Agreement.

Indemnification
The employee agrees to defend, indemnify, and hold harmless the University, from and against any and all claims, demands or liability (including any related losses, costs, expenses and attorney’s fees) resulting from, or arising out of injury to or death of third persons including, but not limited to, the employee’s family members caused directly or indirectly by the employee’s willful misconduct, negligence, or omissions relating to his/her duties and obligations under these guidelines, except where such claims, demands, or liability arise from the University’s negligence.

Tax Liability
The tax implications of telecommuting are the responsibility of the employee. The employee is encouraged to seek professional advice in this area.
TELECOMMUTING REQUEST

The success of telecommuting is dependent on it being a mutually beneficial arrangement for the University, the unit/department, and the employee. This form is to be completed by the employee who is requesting a telecommuting arrangement. The form is designed to facilitate a positive discussion between the supervisor and the employee. It is important that all questions are answered and the director/chair and employee review the answers together to determine feasibility. Telecommuting is not considered a right of employment. In the event that the director/chair and employee cannot reach agreement regarding the feasibility of telecommuting, the request is denied.

NAME: _______________________________  SIGNATURE: _______________________________

POSITION: ______________________________  UNIT/DEPARTMENT: _______________________

SUPERVISOR: ___________________________  DIRECTOR/CHAIR: _______________________

DATE SUBMITTED TO SUPERVISOR: _______________________

REASON FOR REQUEST TO TELECOMMUTE: ____________________________________________

Describe your current work schedule and include your length of time in the position.

FUNCTION STATEMENTS:
This section is instrumental in determining the feasibility of telecommuting and the means to evaluate the tasks done at the telecommuting site. Describe the major functions and the most relevant tasks of your position. Include such tasks as: research, writing, word processing, data management, design/graphics, planning/organizing, evaluation or electronic communication. Check the location where the tasks could be completed. Off site refers to the possibility that the task can be done at a telecommuting site.

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<tr>
<th>Essential (Primary) Functions</th>
<th>Specific Tasks</th>
<th>% of Time</th>
<th>Off Site</th>
<th>On Site</th>
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<tr>
<th>Marginal (Secondary) Functions</th>
<th>Specific Tasks</th>
<th>% of Time</th>
<th>Off Site</th>
<th>On Site</th>
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Characteristics Compatible with a Telecommuting Arrangement

Certain employee and position characteristics are necessary to insure that the telecommuting arrangement succeeds. This section assists the employee and supervisor to make a thoughtful choice resulting in a positive work experience for the employee and the department.

After reviewing each item listed below, circle the number that best correlates to your work style. The range follows: 1 = never; 3 = 50% of the time; and 5 = always.

- a. Works independently with minimal direct supervision. 1 2 3 4 5
- b. Works easily without frequent feedback from others. 1 2 3 4 5
- c. Meets timelines consistently. 1 2 3 4 5
- d. Is able to plan and schedule work independently. 1 2 3 4 5
- e. Takes initiative in requesting advice or clarification from others. 1 2 3 4 5
- f. Displays independent problem solving abilities. 1 2 3 4 5
- g. Has basic computer literacy skills including elementary trouble shooting skills. 1 2 3 4 5
- h. Is reliable concerning current work hours. 1 2 3 4 5
- i. Is comfortable working for periods of time without contact with people. 1 2 3 4 5
- j. Can communicate effectively using other than face-to-face interaction. 1 2 3 4 5

After reviewing each item listed below, circle the letter that best correlates to your job position. The range follows: H = high; M = medium; L = low.

- a. Amount of face-to-face communications required. H M L
- b. Amount of in-office reference material required. H M L
- c. Amount of physical access to special resources required. H M L
- d. Need for physical security of data. H M L
- e. Frequency of unexpected changes in work schedule, tasks or request. H M L
- f. Amount of time spent working at a terminal or PC. H M L
- g. Availability of quantitative measures for assessing performance (number of reports, forms, cases completed, etc.). H M L
- h. Clarity of objectives for a given work effort. H M L
- i. Autonomy. H M L
- j. Ability to “group” required face-to-face communications into predetermined time periods. H M L
- k. Ability to control and schedule work flow. H M L
- l. Ability to “group” in-office reference/resource requirements into predetermined time periods. H M L
- m. Degree of clear, well-defined work objectives. H M L
TELECOMMUTING WORKSHEET

This section assesses the compatibility of your request with the needs and expectations of your specific position. Please answer the following questions completely.

List the proposed tasks that you will do at the telecommuting site. Identify the evaluative outcomes you would propose for yourself. Consider how your supervisor could assess your performance in meeting or exceeding expectations. Be as quantitative as possible. (Refer back to Function Statements.)

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<tr>
<th>Proposed Tasks</th>
<th>% of Time</th>
<th>Evaluative Criteria</th>
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Identify the address of the proposed telecommuting site.

List the proposed schedule of work hours.
Describe the telecommuting work site, including arrangements to maintain the confidentiality and security of the records, reports and data.

Describe your availability for staff meetings, discussions with co-workers and supervisor, and other group times.

Identify any distractions or obligations that might make working at the telecommuting site difficult and your plans for handling these.

If you are supervising others, describe how you will maintain those responsibilities and ensure connectedness with those you supervise. Address subordinates’ abilities to work independently.

Address how service may be affected.

How will you insure that the telecommuting arrangement does not inadvertently have a negative impact on your colleagues or their workload?
Identify the equipment you have available at the telecommuting site.

- computer/terminal
- printer
- high-speed internet connection
- additional telephone line
- software
- desk and chair
- filing cabinet
- photocopier
- fax
- internet access service
- long distance service
- other (please specify): ____________________________

List any other equipment needed to support this arrangement.

After completing the above, submit the document to your supervisor and schedule an appointment to discuss your telecommuting request.
UNIVERSITY OF WISCONSIN - EAU CLAIRE
TELECOMMUTING AGREEMENT

Scope and Duration of Agreement

Telecommuting is available to employees deemed eligible by the University of Wisconsin-Eau Claire. There exists no right to telecommute. Telecommuting Agreements are granted at the discretion of UW-Eau Claire. This Agreement will allow the employee to divide work time between a telecommuting workplace and the office workplace.

This Agreement is established between the University of Wisconsin-Eau Claire, Unit/Department of __________________________ and (employee)

Subject to final approval, this Agreement shall become effective __________________ and shall remain in effect until __________________ (not to exceed 12 months), or as modified or rescinded by the Unit Director/Department Chair, employee, or university administration. In the event that either the University or the employee needs to withdraw from the Agreement, a four-week notice shall be given unless a workplace emergency necessitates immediate suspension. Normally, if the University needs to withdraw from the Agreement, it will give the employee a four-week notice. However, the University retains the right to suspend the Agreement at any time.

Every three months or upon the request of the director/chair or university Administration, the Agreement will be reviewed by the director/chair and employee.

Employee Name: _________________________________ ___ Classified ___Unclassified

Department: _________________________________

Home Phone: ____________________________ Home Fax: ____________________________

Work Phone: ____________________________

Remote Work Address: ________________________________

Remote Workplace is: ____ employee residence ___ other location

Remote Workplace schedule (days and hours of work) ________________________________

Include attachment if necessary

Period of time covered by this agreement: ________________________________

(cannot exceed a 12-month period)
This Agreement is subject to the following conditions being met on a continuing basis:

- The employee agrees to adhere to the provisions set forth in the attached Telecommuting Guidelines.
- The telecommuting work arrangement does not interfere with normal interactions with supervisor, fellow employees, and students.
- The telecommuting work arrangement does not adversely affect the ability of other employees to perform their work.
- The employee ensures his/her accessibility to staff who maintain traditional hours.
- Personal leave (vacation and sick leave) is handled in the same manner as prior to the telecommuting agreement.
- The employee agrees to and follows an established work schedule.

Other conditions of agreement: __________________________________________

________________________________________

My signature below indicates that I have read and accept the terms and conditions defined in the UW-Eau Claire Telecommuting Guidelines.

Employee: __________________________________________ Date: ______________

I agree that this employee may telecommute or work at a designated remote work location as identified in the terms and conditions of this agreement.

Supervisor: __________________________________________ Date: ______________

Director/Chair: ________________________________________ Date: ______________

Dean/Associate/Assistant Vice Chancellor:

Recommendation: ________________________________________ Date: ______________

________________________________________

Signature

Human Resources Director: ________________________________ Date: ______________