



UNIVERSITY of WISCONSIN-GREEN BAY

UNIVERSITY OF WISCONSIN-GREEN BAY TELECOMMUTING POLICY

Effective Date: August 25, 2009

Purpose

UW-Green Bay recognizes the value and benefit of telecommuting in *appropriate* work environments. Telecommuting is a cooperative arrangement between the employee and the employer. It 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-Green Bay for a specified period of time. This voluntary telecommuting program is intended to be an innovative work option that benefits the University as well as the employee. 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. 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. Telecommuting is allowed within the U.S. only.

Employee Eligibility

This policy is applicable to administrative and professional unclassified and classified employees and shall be subject to applicable collective bargaining agreements.

Telecommuting does not apply to ADA (Americans with Disabilities Act) accommodations or other short-term disability related issues.

Criteria and Conditions

A formal written request must be initiated by the employee. The supervisor 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); and
9. Other items deemed necessary and appropriate by the supervisor.



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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 reviewed periodically (as stated in the agreement) for continued mutual benefit. Please refer to the telecommuting compatibility worksheet to help determine eligibility.

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.

Telecommuting Site

The address, telephone number, and description of the telecommuting site shall be outlined in the telecommuting agreement. The supervisor or designee may make visits to the telecommuting site anytime during scheduled work time. Visitors or clients will not be allowed at the telecommuting site.

The employee agrees to furnish and maintain the telecommuting site in a safe manner consistent with the requirements of the University and state and federal safety regulations. Attached to this policy is a safety and ergonomic checklist. The telecommuting site may be subject to safety compliance inspection by University personnel and/or other authorized individuals during scheduled work time or by appointment. The cost of this inspection shall be absorbed by the home department of the employee. The employee should be available to report to the campus work site, 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.



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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 telecommuting site.

Scope of the Telecommuting Agreement

The employee understands that all obligations, responsibilities, and terms and conditions of employment with the University of Wisconsin-Green-Bay 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.

Request and Approval Process

No telecommuting agreement can be implemented until approved as follows:

1. Employee completes the request form and submits the original request to immediate Supervisor with a copy sent to Human Resources. If the employee has not received a response to the request within 30 days, the employee should notify Human Resources.
2. The Supervisor must review and consider the request in consultation with the Division Head and Human Resources, if needed. All requests must comply with Federal and State wage and hour laws and applicable Collective Bargaining Agreements. A copy of the Supervisor and/or Division Head's response to the employee must also be sent to Human Resources. A rationale for denying the request should be included in the response if applicable.
3. Upon approval by the Division Head, he/she forwards the request to the Area Leader. The decision must take into account the operational needs of the department and is subject to final approval by the Area Leader.
4. Upon approval by the Area Leader, he/she forwards the request to Human Resources for filing and distribution.

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

Termination of Agreement and Annual Evaluation of Agreement

Normally an employee will be given at least two weeks notice before a telecommuting agreement is terminated. However, a supervisor may suspend an agreement at any time. The supervisor will evaluate the agreement on an annual basis to ensure that the criteria are being met and if the agreement is in the best interests of the parties. The performance review process



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should include discussion of any telecommuting agreement. If the telecommuting agreement is renewed, a memorandum confirming continuation of the telecommuting agreement must be sent to Human Resources from the supervisor annually or the telecommuting agreement will be deemed expired for purposes of the official work record.

Equipment and Information Security

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.

1. 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.
2. 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.
3. 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.
4. 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-Green-Bay will be the sole responsibility of the employee.
6. Normal household expenses such as heating and electricity shall not be reimbursed.

Confidential Information

Telecommuting may require the employee to take confidential information to the telecommuting site. The employee will take reasonable precautions to prevent disclosure of any confidential information.



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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 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. Upon termination of the telecommuting agreement, all university property must be returned.

Indemnification

The employee agrees to provide the university with a copy of the employee's homeowner's general liability coverage certificate. 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 Form](#)