Policy:

I. Purpose

UW-River Falls recognizes the value and benefit of telecommuting and teleworking in appropriate work environments. Telecommuting is a flexible, voluntary work option that allows employees to work from home on a regular basis as agreed upon in writing between the individual and UWRF for a specified period of time.

UWRF 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 is defined as a work arrangement in which employees do not commute to their assigned place of work, but, instead, work from home.

This policy applies to non-instructional academic staff, limited appointees, university staff, and temporary staff looking to telecommute on a regular basis as part of their normal work schedule. This policy does not apply to:

- Faculty, instructional academic staff, or graduate assistants.
- Non-instructional academic staff, limited appointees, university staff, and temporary employees looking to telecommute for a special project for a limited time. For this policy, a limited time is defined as a period of less than five business days. In these situations, employees must receive approval from their supervisor prior to telecommuting.

Telecommuting is only allowed within the United States.

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.

II. Job responsibilities that may be fit well with telecommuting:

This list is not intended to be all-inclusive but is intended to identify possible responsibilities that may be appropriate for telecommuting:

- Report, policy, or correspondence generation or review
- Data analysis
- Screening applications for search and screen committees
• Presentation or training preparation
• Network or technology support
• Data entry
• Document review
• Electronic correspondence review and response
• Web development
• Planning and organizing
• Writing evaluations
• Information searches

III. Employee Selection Criteria and Conditions
A Telecommuting Request should generally be initiated by the employee. The supervisor and dean/director will review the request and consider the unique circumstances of each request considering the following factors:

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;
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 dean/director.

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 for continued mutual benefit. The initial term of the agreement shall not exceed 6 months. Renewal agreements may be in effect up to 12 months.

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.

IV. 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
V. 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 other electronic methods (i.e. instant messaging, skype, etc.) during scheduled telecommuting work hours. Teleconferencing is a reliable means of communication and may substitute for actual attendance at some meetings.

NOTE: If personal equipment is used (i.e., personal cell phone, home computer) for work-related communication, information on that equipment is subject to open record laws.

VI. Telecommuting Worksite
The address, telephone number, and description of the worksite at the telecommuting location shall be outlined in the Telecommuting Agreement. The supervisor, dean/director 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.

VII. 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.

Overtime, compensatory time accrual, and use of paid 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’s written approval is received in advance, or prior to any work performed at the home workplace.

VIII. Scope of the Telecommuting Agreement
The employee understands that all obligations, responsibilities, and terms and conditions of employment with UWRF 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.

IX. Approval
No Telecommuting Agreement can be implemented until approved as follows:
1) Employee completes Telecommuting Agreement; meets to discuss request with supervisor and dean/director.

2) Supervisor and dean/director review request; only positive recommendations move forward for signature.

3) Dean’s/director’s supervisor (if supervisor is not a Cabinet officer); only positive recommendations move forward to Human Resources.

4) Director of Human Resources recommends to next level/

5) Cabinet Officer.

6) Completed requests are forwarded to Human Resources Director; copy to Chancellor.

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. The original will be kept in the employee’s official personnel file in Human Resources.

X. Termination of Agreement
Approval of this agreement may be withdrawn at any time and for any reason. This agreement will be continually monitored and reviewed by the employee’s supervisor. The initial agreement will be in place for 6 months. After 6 months, the agreement may be renewed up to 12 months with the appropriate signatures. A completed Telecommuting Request is not required and does not need to accompany Telecommuting Agreement renewal requests.

XI. 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.

XII. Expenses
1) Work related telephone calls for conducting university business may be reimbursed upon verification of the expense. Employee is responsible for submitting any/all materials to verify business related phone expenses. Upon verification of incurred expenses as a result of work related telephone calls, reimbursement may be requested. All reimbursements will be at the rate it would cost to make a call or fax transmission from campus. No higher
reimbursement will be allowed.

Reimbursement will not be given if the cost of work related phone expenses falls within the general cost an employee is paying for their personal phone/fax bills (i.e., a person with unlimited minutes and/or long distance calling on their cell or home phone services will not qualify for reimbursement).

Note: Changes in reimbursement rates will be in accordance with rate increases paid by the University.

2) Each reimbursement submission must be a minimum of $10 in order to be processed.

3) Basic office supplies shall be obtained through the normal departmental procurement procedures.

4) Any other expense reimbursement related to telecommuting requires prior approvals by the supervisor.

5) Any costs related to remodeling and/or furnishing the work-space shall be non-reimbursable and the responsibility of the employee.

6) Any costs incurred traveling to and from the remote work location and UWRF will be the sole responsibility of the employee.

7) Normal household expenses such as heating, internet, and electricity shall be non-reimbursable.

XIII. Confidential Information
Telecommuting may require the employee to take confidential information to the alternate worksite. It is expected that the employee will take reasonable precautions to prevent the disclosure of confidential information.

XIII. Insurance
Worker’s Compensation
The employee will be eligible for worker’s 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.

Homeowner’s Insurance
The employee is responsible for providing Human Resources with a Certificate of Insurance that affirms that the homeowner’s or renter’s coverage is adequate for the telecommuting assignment during the policy period. The certificate should state that the employee disclosed to the insurer that coverage has been extended with the knowledge that the insured will be telecommuting.
XIV. **Tax Liability**

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

**Related Documents**

**Authority**
The UW-River Falls Chancellor approves this policy in accordance with the Administrative Policy process. The Assistant Chancellor for Business and Finance is responsible for the substance of, and compliance with all administrative policies. The Director of Human Resources is responsible for the administration and maintenance of this policy. To request an exception to this policy, mail to: administrative-policy@uwrf.edu.

**Sanctions and Appeals Process**
Failure to adhere to the provisions of this policy may result in appropriate disciplinary action as provided under existing procedures applicable to students, faculty, and staff, and/or civil or criminal prosecution.

**Contact**
To direct questions about this policy, mail to: administrative-policy@uwrf.edu.