

Telecommuting

As part of its sustainability initiative, the University of Arkansas supports the concept of telecommuting and encourages the practice in those circumstances where it is consistent with the efficient and effective operation of the campus and does not impair delivery of services to students and the public.

Definitions

Telecommuting entails a work-at-home arrangement or a remote-access arrangement for at least part of the workweek on a regular basis. It often involves the use of telecommunications and computer technologies. Telecommuting is a voluntary work alternative, mutually agreed upon by the employee and supervisor, which may be approved under appropriate circumstances to high performing employees whose job responsibilities are suited to such an arrangement. It is a temporary arrangement which may be terminated by either the employee or the supervisor with reasonable notice and is subject to applicable laws, University policies and to the terms of agreements entered into under the guidelines set forth below. In certain cases, telecommuting may be a requirement of the position, included in the position announcement and communicated to applicants during the selection process and at the time of hire.

Eligibility

In general, this policy pertains to administrative, classified and non-classified staff. Faculty have considerable flexibility in setting their own work schedules, including determining when and where to work off campus.

Initiation of a telecommuting arrangement may be at the request of either the University or the employee. Telecommuting arrangements are made at the discretion of the administrative unit in which the employee is employed. Participation in telecommuting is voluntary on the part of the employee, except in cases where the position requires it and notification has been provided to the employee at the time of hire.

Employees who wish to telecommute should first discuss the option with their immediate supervisors, whose support of their request is necessary before it can be approved.

Generally, requests to telecommute should be contemplated when:

1. The employee has demonstrated sustained high performance, and when the supervisor believes that the employee can maintain the expected quantity and quality of work while telecommuting;
2. Quality of service can be maintained for students, faculty, other members of the University community and the public;
3. The employee's job has clearly identified and measurable performance objectives; and
4. Telecommuting is otherwise consistent with the nature of the employee's job.

Generally, requests to telecommute should not be contemplated when:

- The nature of the job requires the employee's physical presence, including, for example, positions that involve regular interaction with students, faculty, staff, visitors or the general public; that require the use of laboratory and other fixed equipment and facilities; that involve work on campus physical facilities; that require working as part of a team; that involve supervising the work of other employees; or that will result in compromised efficiency if the employee is not present;
- The employee's performance evaluations do not indicate sustained high performance;
- The employee's observed productivity levels are problematic;
- The employee requires close supervision as indicated, for example, by the employee's consistent need for guidance on technical matters;
- The employee has less than six months of service in the administrative unit (except in the case of positions that are advertised as requiring telecommuting);
- The employee's current assignment requires frequent supervision, direction or input from others who are on-site; or
- The employee has received disciplinary action or has a demonstrated attendance problem.

Telecommuting is not intended to permit employees to have time to work at other jobs or to run their own businesses. Employees should not expect to engage in child care, elder care or care for an ill or injured family member while they are telecommuting, nor should they perform non-job-related household work during their telecommuting work hours. Failure to fulfill normal work requirements, both qualitative and quantitative, on account of other employment or other non-job-related activities, may be cause for disciplinary action or termination of employment.

Employees in non-exempt positions may not work overtime (more than 40 hours in a work week) without prior authorization from their supervisors. Alternate work schedules, including compressed work weeks may be developed to allow departments to provide services outside traditional hours of work or to meet employee needs.

Authorization to telecommute is dependent upon the employee having a suitable work location at the off-site premises, and on compliance with the requirements set forth below.

Duration

Telecommuting arrangements are made on a temporary and revocable basis, and may be discontinued by the University at any time and for any reason. In addition, an employee may discontinue participation in telecommuting at any time (except in those circumstances noted earlier where telecommuting is required of the position.)

In making telecommuting arrangements, both the department and the employee must be mindful that the policy is designed to provide a relatively long-term working arrangement, and it should not be used as a constant series of short-term arrangements.

Where telecommuting is a requirement of the position at the time of hire, and the administrative unit wishes to terminate the telecommuting arrangement, the employee should be offered a position on campus if possible.

Guidelines

The following guidelines apply to telecommuting arrangements:

- A specific work schedule, including work days and hours, must be agreed upon in advance;
- Employees must be on site as necessary to attend meetings, training sessions, or similar events or occurrences;
- Employees must maintain a normal workload;
- Employees who are unable to work due to illness must use sick leave, and must report their absence to their supervisor;
- Employees who wish to be relieved of responsibility for work on a particular day or days must use annual (vacation) leave;
- Employees are responsible for the safety and security of all University property and proprietary information;
- Pieces of University property such as computers, printers, fax machines and other equipment loaned to an employee are the employee's responsibility while they are not on University premises. It is the employee's responsibility to make sure that his or her homeowners or renters insurance covers injury arising out of or relating to business use of the home.

Taxes

Income taxes will be withheld based on the location of the employee's administrative unit, not on the location from which the employee telecommutes. Employees may wish to consult their tax advisor with respect to other tax consequences of working from home, such as deductions for a home office.

University Property

Equipment and services may be provided by and paid for by the employee's department at the department's sole discretion. In many cases, employees will be expected to provide their own equipment, such as computers and telephone lines, if they wish to telecommute.

Equipment such as computers, printers, software, and services such as internet and fax lines provided on loan by the University remain the property of the University while on loan, and must be returned or turned off upon termination of the telecommuting arrangement.

If University equipment is provided, each piece of equipment must be listed with its serial number when the employee takes possession and appropriate documentation of the location of the property must be completed.

University-provided computer security, including anti-virus and anti-spyware programs, must be installed and kept updated on any computer used to conduct University business.

Employees must return the equipment in the same condition in which it was originally received, minus normal wear and tear. Employees are personally liable for missing or damaged equipment.

Insurance

The University assumes no liability for injuries occurring in the employee's home workspace, other than injuries to the employee which meet the requirements for workers' compensation coverage pursuant to Arkansas Code Ann. §11-9-101 et seq. Compensability of workers' compensation claims is determined by the Public Claims Division of the Arkansas Department of Insurance.

Employees should note that some homeowner policies do not automatically cover injuries arising out of, or relating to, the business use of the home. For the employee's protection, employees should have their homeowners/tenants liability policy endorsed to cover bodily injury and

Employees who live in rented property should be aware that their lease may not permit business use of the premises.

Telecommuting Agreements

The following *Sample Telecommuting Work Agreement* may be adapted as necessary to fit the specific needs of the department or other unit for which the employee works.

University of Arkansas **Sample** Telecommuting Work Agreement

This agreement specifies the conditions applicable to an arrangement for performing work at an alternate work site on a regular basis. The telecommuting agreement begins on (DATE) and will continue until (DATE). It can be withdrawn with (#) days written notice by either party. The employee, supervisor and dean, director or department head agree that the following apply:

1. The employee's duties, obligations, responsibilities and conditions of employment with the University of Arkansas remain unchanged except those obligations and responsibilities specifically addressed in this agreement. Job responsibilities, standards of performance and performance appraisals remain the same as they would be if the employee were working at the regular University work site.
2. Days and hours when the employee will normally work at the alternate work site are (DAYS AND HOURS). Requests to work overtime, use annual, sick or other leave must be approved by the employee's supervisor. The employee agrees to remain accessible during designated work hours, and understands that the department or other administrative unit retains the right to modify this agreement on a temporary basis as a result of business necessity. During the approved hours of work when the employee will be telecommuting, the employee shall not be the primary caregiver of any children, adults or elders.
3. Duties and assignments to be performed at the alternate work site are (DUTIES). The supervisor reserves the right to assign work as necessary at any work site. Payroll taxes will be calculated on the basis of the location of the employee's regular University work site. Individual tax deductions for the designated workspace in the employee's home shall be the responsibility of the employee.
4. The following agreement is entered into regarding University equipment, computer connections and the employee's alternate work site: (**Specific language may be inserted for each piece of equipment, its provision, maintenance, set-up and, where applicable, insurance arrangements in consultation with the Office of Risk Management.**)
 - a. The employee agrees to use University-owned equipment, records and materials for purposes of University business only and to protect them against accidental access, use, modification, destruction or disclosure. The employee agrees to report to the supervisor instances of loss, damage or unauthorized access at the earliest reasonable opportunity. The employee understands that all equipment, records and materials provided by the University shall remain the property of the University. With reasonable notice, the University may make on-site visits to the employee's home, at a mutually agreed upon time, to ensure that the designated work space is safe and free from hazards and to maintain, repair, inspect or retrieve University-owned equipment, software, data, supplies and furniture.
 - b. Equipment, software, data, supplies and furniture, when provided by the University for use at the employee's home office, remain the property of the University of Arkansas and will be returned to the University within (#) days should this telecommuting agreement be terminated.

- c. The University will provide for repairs to University equipment when/if damage to that equipment is incurred by an employee during the course and scope of the employee's job duties and during the employee's work hours. When the employee uses personal equipment, software, data, supplies and furniture, the employee is responsible for maintenance and repair of these items unless other arrangements have been made in advance and in writing with the supervisor and the dean, director or department head.
- d. The employee is responsible for the safety and security of the above-named items at the employee's home. This includes maintaining data security and record confidentiality in the same manner as when working at the regular University work site. The employee may not duplicate University-owned software and will adhere to the manufacturer(s) licensing agreement(s).
- e. The employee agrees to maintain a safe and secure work environment. The employee agrees to report work-related injuries to the supervisor without delay since the employee's home office shall be considered an extension of the regular University work site. The employee agrees to hold the University harmless for injury to others at the alternate work site.

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

Employee Signature Date

Supervisor Signature Date

Dean, Director or Department Head Signature Date