

TELECOMMUTING GUIDELINES

Telecommuting is a program under which employees work at a place other than their traditional workplace on specified days and at their primary work site on campus the remainder of the time, retaining flexibility to meet the needs of the work unit. The telecommuting location may be the employee's home or another suitable location. Employees may use telephones, computers, and videoconferencing to communicate effectively.

Western Oregon University supports telecommuting to maximize productive work time, decrease the need for office facilities, reduce energy used for transportation, and decrease traffic congestion, hazards, and air pollution. WOU supports telecommuting in situations where it is in the best interest of the University.

Guidelines applies to work outside of the office for one or more days a week on a routine basis. The guidelines do not apply to temporary or occasional work arrangements such as dependent care, inclement weather, recovery from an illness, caring for an ill family member, or instances where an employee is assigned to work at home.

The employee's supervisor and the appropriate Vice President must approve the Telecommuting arrangements. The guidelines create no employee rights in relation to telecommuting.

Telecommuting is only one form of flexible work arrangements; others include flextime and compressed workweeks.

To ensure an effective, productive telecommuting program, WOU establishes the following guidelines:

PURPOSE

The purpose of the guidelines is to provide a process for initiating and maintaining telecommuting positions at Western Oregon University.

PROCEDURES

Eligibility

Employees who have completed trial service and normally work an established workday are eligible to apply to become telecommuters under these guidelines. Their work will be of a nature wherein face-to-face interaction is minimal or may be scheduled to permit telecommuting.

Tasks that benefit from uninterrupted work time are suitable for telecommuting. Such tasks include, but are not limited to writing, editing, reading, analysis, design work, computer programming, work processing, and data entry. Telecommuting may not be suitable for all employees and/or positions. The need for specialized material or equipment must either be minimal or flexible.

Application/Agreement

Employees who desire to work at some place other than the primary workplace on specified days must complete a Telecommuting Application/Agreement (See Appendix A) and submit it to their supervisor for consideration and approval.

Each telecommuting schedule needs to allow adequate time at the primary work site for meetings, access to facilities, supplies, and communication with other employees and customers. Telecommuting must not adversely affect customer service delivery, employee productivity, or progress of an individual or team assignment.

The supervisor will consider an employee request to telecommute in relation to the operational and customer needs of the department. The supervisor will take into consideration the overall impact of the telecommuters' total time out of the primary work site, including flextime, compressed workweek schedules, meetings, consultations, presentations, and conferences. The supervisor will also consider the applicant's demonstrated conscientiousness about work time and productivity, and their work habits, including their ability to be self-motivated and have minimal face-to-face daily supervision.

The supervisor will generally respond within 30 days. All requests are subject to approval by the appropriate Vice President.

Employees who are approved for telecommuting must sign and abide by a telecommuting agreement. The agreement may require modification to fit individual telecommuting-site circumstances. A copy of the Telecommuting Application/Agreement will be retained in the employee's official personnel file.

Unless otherwise stated in the agreement, the supervisor, the Vice President, or the employee may discontinue the arrangement, generally giving at least one week's notice. The parties may negotiate a longer notice to provide for a smooth transition.

General Provisions

- A. **Communication.** During agreed upon work hours, the employee must be reachable via telephone or e-mail. The employee and supervisor will agree on expected response time and the medium for responses.
- B. **Conditions of Employment.** The employee's conditions of employment; such as wages, benefits, and leave accrual will remain unchanged.
- C. **Dependent Care.** Telecommuting is not a substitute for dependent care. Telecommuters must make arrangements for dependent care during the agreed-upon work hours. This arrangement will be included in the Telecommuting Agreement.
- D. **Equipment.** Home work site furniture and the telecommuter will generally provide equipment. Should an employee be provided WOU equipment, the equipment will be used exclusively by the telecommuter and for the purposes of conducting WOU business. If WOU provides equipment, the telecommuter is responsible for safe transportation and set-up of such equipment.
- E. **Equipment Liability.** WOU will repair and maintain, at the primary work site, any equipment loaned by WOU. Surge protectors must be used with any computer made available to the telecommuter.

The employee will be responsible for:

- Any intentional damage to the equipment;
- Damage resulting from gross negligence by the employee or any member or guest of the employee's household;
- Damage resulting from a power surge if no surge protector is used;
- Maintaining the current virus protection for software.

WOU may pursue recovery from the telecommuter for WOU property that is deliberately, or through negligence, damaged, destroyed, or lost while in the telecommuter's care, custody, or control. Damage or theft of the equipment that occurs outside the employee's control will be covered by WOU. Telecommuters should check their homeowner's/renter's insurance policy for incidental office coverage. WOU does not assume liability for loss, damage, or wear of employee-owned equipment.

- F. **Home Work Site.** The telecommuter must establish and maintain a dedicated work space that is quiet, free of distractions, and kept in a clean, professional, and safe condition, with adequate lighting and ventilation. The telecommuter will not hold business visits or meetings with professional colleagues, or customers, or the public at the home work site. Meetings with other WOU staff will not be permitted unless approved in advance by the employee's supervisor.
- G. **Hours of Work.** A consistent schedule of telecommuting work hours and days is desirable to ensure regular and predictable contact with WOU staff and others. The agreed upon work schedule will comply with FLSA regulations. Overtime work for a non-exempt employee must be pre-approved by the supervisor.

The employee will attend job-related meetings, training sessions and conferences, as requested by the supervisor. In addition, the telecommuter may be requested to attend meetings on short notice, or alternately, be requested to be part of a teleconference.

- H. **Incidental Costs.** Unless otherwise stated in the Telecommuting Agreement, all incidental costs, such as residential utility costs, or cleaning services, are the responsibility of the telecommuter.
- I. **Inclement Weather.** If WOU is closed due to an emergency or inclement weather, the supervisor will contact the employee. The telecommuter may continue to work at the telecommuting site. If there is an emergency at the telecommuting site, such as a power outage, the telecommuter will notify the supervisor as soon as possible. The telecommuter may be reassigned to the campus or an alternate work site.
- J. **Injuries.** The employee will be covered by workers' compensation for job-related injuries that occur in the designated workspace, including the telecommuter's home during the defined work period. In the case of injury occurring during the defined work period, the employee will immediately report the injury to the supervisor. Workers' compensation will not apply to non-job-related injuries that might occur in the home. WOU does not assume responsibility for injury to any persons other than the telecommuter at the telecommuting site.
- K. **Inspections.** In case of injury, theft, loss, or tort liability related to telecommuting, the telecommuter must allow agents of WOU to investigate and/or inspect the telecommuting site.

- L. **Intellectual Property.** Products, documents, and records developed while telecommuting are property of WOU.
- M. **Leave.** The telecommuting employee must obtain supervisory approval before taking leave in accordance with WOU policy.
- N. **Network Access.** WOU will make network access available to the work site through the internet.
- O. **Office Supplies.** WOU will provide any necessary office supplies. Out-of-pocket expenses for supplies normally available in the office will not be reimbursed.
- P. **Performance and Evaluation.** The supervisor and employee will formulate objectives, expected results, and evaluation procedures for work completed while the employee is telecommuting. The supervisor will monitor and evaluate performance by relying more heavily on work results rather than direct observation. The supervisor and employee will meet at regular intervals to review the employee's work performance.
- Q. **Personal Business.** Telecommuting employees will not perform personal business or activities during agreed-upon work hours.
- R. **Policies.** WOU policies, rules and practices apply at the telecommuting site, including but not limited to those governing communicating internally and with the public, employee rights and responsibilities, facilities and equipment management, financial management, information resource management, purchasing of property and services, and safety. Failure to follow policy, rules and procedures may result in termination of the telecommuting arrangement and/or disciplinary action.
- S. **Quality of Work.** All work must be performed according to the same standards as would normally be expected at the campus work site.
- T. **Questions.** If you have questions about the telecommuting program, contact the Human Resources Office.
- U. **Record Retention.** Products, documents and records that are used, developed, or revised while telecommuting will be returned to WOU in hard copy or stored on WOU's network. Release or destruction of records should be done only in accordance with statute and University policy and procedure and with the knowledge of the employee's supervisor. Electronic/computer files are considered University records and will be protected as such.
- V. **Security.** Security and confidentiality will be maintained by the telecommuter at the same level as expected at all work sites. Restricted access or confidential material will not be taken out of the primary work site or accessed through a computer unless approved in advance by the supervisor. The telecommuter is responsible to ensure that non-employees do not access WOU office data, either in print or electronic form.
- W. **Taxes.** A home office is not an automatic tax deduction. Telecommuters should consult with a tax consultant to examine the tax implications of a home office. Employees are solely responsible for their personal tax obligations.
- X. **Telephone/Internet Expenses.** The telecommuter and supervisor will use the most efficient and effective way of handling business use of telephone and internet needs as part of the telecommuting

agreement. If reimbursement is approved, the telecommuter will submit appropriate requests for reimbursement.

Y. **Travel.** An employee who is telecommuting is not entitled to reimbursement for travel mileage between the telecommuting work site to the primary work site.

Z. **Work site.** Telecommuting sites will be in Oregon or in the same state as the primary work site.

V. **RESPONSIBILITY**

Human Resources Office is responsible for the administration of these guidelines. The individual units are responsible for the initiation and on-going maintenance of telecommuting agreements within the unit.