



Telecommuting Policy - University of Wisconsin - Madison

UW-Madison recognizes the value of telecommuting for both employee and employer. Telecommuting is a cooperative arrangement* based on the needs of the job, the department or unit, and the university. The following is the telecommuting policy for classified, academic staff and limited employees of the University of Wisconsin – Madison campus.

Definitions

- ◆ **Telecommuting** – Telecommuting is a voluntary* workplace alternative where supervisors agree to allow an employee to regularly perform some or all assigned duties at home or another location. This may involve the use of telecommunications (cellular phones, faxes, calling cards, internet access, pagers, etc.) or computer technologies. A telecommuting agreement document detailing mutually agreed* upon work schedules, accessibility levels, equipment purchases/loans-service purchases and any other pertinent issues must be completed and signed before beginning telecommuting. A telecommuting agreement is not required for occasional situations in which the employee works at home.
- ◆ **Telecommuting Agreement** - a document that describes a specific alternative off-site work arrangement, and any necessary equipment/services needed.

Employee Selection Criteria and Conditions

The Supervisor, Department Chair, and Dean/Director will review the telecommuting request taking into account the factors listed below.

- ◆ Needs of the department or unit
- ◆ Needs of the employee
- ◆ Employee's work duties and the ability to measure or assess work performed
- ◆ Availability and costs of needed equipment
- ◆ Employee's current and past job performance, as documented in performance evaluations, including time management, organizational skills, self motivation, and the ability to work independently
- ◆ Assessment of other employees in the immediate work unit performing similar responsibilities to determine interest.
- ◆ Effect on service
- ◆ Effect on the rest of the work group, unit or department
- ◆ Measurable objectives and results mutually agreed to by the employee and the supervisor
- ◆ Other items deemed necessary and appropriate

Telecommuting is a prerogative of the University, not an entitlement of employees. It is approved on a case-by-case basis consistent with the mission of the University and the respective department or unit

Telecommuting is not a substitute for dependent or day care.

*If the employee accepts the telecommuting arrangement as a condition of employment when hired into the position, the employee will not be able to unilaterally terminate the agreement; it can only be terminated by the employer.

Compensation and Benefits

Telecommuting is a management tool allowing for flexibility in work options. It does not change the basic terms and conditions of employment. Compensation and benefits will be set forth in University policy or union contract, whichever applies. The telecommuter's salary, job responsibilities, and University benefits do not change as a result of telecommuting.

Telecommuting Agreement and Form

A completed Telecommuting/Extended Work Place Agreement and form (attached) are required and must be signed by the Supervisor, Department Chair, Dean/Director's Office and the telecommuter. Copies of these documents should be kept in the employee's personnel file; and be forwarded to Risk Management if University equipment is loaned to the employee. This agreement should be reviewed and updated annually or as the specifics or equipment/services are modified.

Work Schedule and Overtime

The work schedule of the telecommuting employee will be determined by the Supervisor, Department Chair, Dean/Director and will be documented in the telecommuting agreement.

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.

With advance notice, the Supervisor may make on-site visits to the telecommuter's work location.

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 department chair, director, or designee.
- ◆ Telecommuting employees must abide by the University's policies covering information security, software licensing and data privacy.
- ◆ Telecommuting employees must abide by University Purchasing and Accounting policies for all purchases and expenditures incurred for telecommuting equipment or services. The telecommuting agreement will be required as documentation for purchases and expenditures related to telecommuting and must be attached to all transactions.
- ◆ Maintenance on University-owned equipment will be performed only 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.
- ◆ 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.
- ◆ Upon termination of the telecommuting agreement or employment, the employee must return all University-owned equipment to the University.



UW-MADISON TELECOMMUTING AGREEMENT

As a University telecommuter employee, I understand and agree to the following:

- 1) I agree to perform services for the University as a Telecommuter/Extended Workplace employee. I understand that this agreement is voluntary and may be suspended or terminated by the University or me*. If the agreement is terminated, a reasonable amount of time will be given for me to transition back to the worksite. I agree to report to my University work location as required by my supervisor, for department meetings, training, etc.
- 2) I agree that my duties, obligations, responsibilities and conditions of employment with the University remain unchanged. My salary and benefits remain unchanged.
- 3) I agree that my work hours, compensation and other terms and conditions of employment will conform with university personnel rules and policies, departmental policies, and any applicable union contract.
- 4) I agree to restrict use of University-provided equipment, and supplies located in my remote work site, to the same policies that apply to campus-based equipment.
- 5) I agree to designate a remote workspace. The workspace will accommodate any equipment to be used in my work, and I will protect the workspace from any hazards and dangers that could affect the equipment and me.
- 6) I agree to abide by the University's policies covering information, security, software, licensing and data privacy as well as the requirements of applicable state and federal government statutes.
- 7) In the event of equipment malfunction, I agree to notify my supervisor as soon as practical. If the malfunction precludes me from working on my work assignment, I understand that I may be assigned other work and/or work location.
- 8) With advance notice, I agree that authorized University representatives can make on-site visits to my remote work location to determine that the work area is suitable, safe, and free from hazards and to maintain, repair, inspect, or retrieve University-owned equipment, software, data, and/or supplies.
- 9) I understand that the University will not be liable for injuries to members of my family or any other persons at my home work location.
- 10) I understand that my remote workspace is considered an extension of my University workspace and therefore, I am governed by the provisions of workers compensation. **If I have a job-related accident during my remote work hours, I will report it to my supervisor or other authorized University representative as soon as possible, and in no case more than 24 hours after the accident.**

***If the employee accepts the telecommuting arrangement as a condition of employment when hired into the position, the employee will not be able to unilaterally terminate the agreement.**

- 11) I agree that any software, products, documents, reports or data created as a result of my work related activities are owned by the University.
- 12) I agree to return all University-owned equipment, software, products, supplies, documents and data if I leave my employment with the University or am requested to do so by my supervisor. I agree to reimburse the University for any of the foregoing, which is not returned. I further understand that if I leave University employment, any monies owed will be deducted from monies due me.
- 13) I agree to comply with all state laws and University policies, including the Telecommuting/Extended Work Place Policy and the campus electronic communication policies. I understand that failure to comply may result in loss of telecommuting privileges and/or disciplinary measures up to and including dismissal.
- 14) Procurement - I agree to comply with all of Purchasing Services Policies and Procedures. These are listed on the following website: <http://www.bussvc.wisc.edu/purch/purch.html>. The State of Wisconsin and the University currently have several contracts available at the above website, to be used by Telecommuters for the following services/products: e.g. Cellular Telephone Service (Mandatory contract), Paging Service, Computer Technology (computers & printers, etc...), Internet Service, Photocopiers/faxes.
- 15) Accounting - I agree to comply with all Accounting Services policies and procedures. These are listed on the following website: <http://www.bussvc.wisc.edu/acct/acct.html>. This includes the requirement that a detailed receipt or invoice and an approved copy of the Telecommuting Agreement Form must be submitted with each request for payment or reimbursement associated with telecommuting costs. At this time, the State of Wisconsin and the University have receipting and processing requirements to be used by Telecommuters for the following services/products: Cellular Telephone Service (Mandatory contract), Paging Service, Computer Technology (computers & printers, etc...), Internet Service, and Photocopiers/faxes.

Non-Reimbursable Non-Payable Expenses

I understand that expenses not stated on the Telecommuting Agreement Form and that have not received prior approval from my supervisor and the Dean/Director's Office will be my responsibility.

- 1) I understand that costs related to remodeling and/or furnishing the work space shall be non-reimbursable/non-payable by the UW.
- 2) I understand that normal household expenses such as heating and electricity shall be non-reimbursable/non-payable by the UW.
- 3) I understand that the maintenance/repair of all personally owned equipment shall be non-reimbursable/non-payable by the UW.