

UNIVERSITY OF CALIFORNIA, MERCED  
TELECOMMUTING POLICY

RESPONSIBLE OFFICIAL : Vice Chancellor or Designee  
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SUMMARY OF POLICY:

**INTRODUCTION:**

Telecommuting arrangements may promote productivity and employee satisfaction and contribute to the overall functioning of the department. However, they often result from individual requests based on specific circumstances that are not well understood by others. The following guidelines are presented to help departmental managers and supervisors develop employee telecommuting arrangements that are equitable, clearly understood, and to the benefit of the department. Managers and supervisors are expected to follow these principles in approving telecommuting arrangements.

**PURPOSE:**

Telecommuting is intended to create flexible conditions that will help employees accomplish their work more effectively. Successful telecommuting arrangements will serve the needs both of individual employees and of their work units.

**CONDITIONS:**

Telecommuting arrangements are most likely to be successful when there is a clear understanding of and agreement about what is expected and how responsibilities are divided. Accordingly, long-term telecommuting arrangements require a written agreement. In addition, it is the supervisor's responsibility to ensure that other employees in the same unit understand clearly how the arrangement works and why it benefits the University. Telecommuting should always be voluntary, and an employee or the unit head may terminate the arrangement at any time with two weeks' notice

**AUTHORITY:**

Departments may enter into telecommuting arrangements with the approval of the Department Head and the Division Vice Chancellor. Department Heads are encouraged to give serious consideration to all reasonable requests, but shall give the highest priority to the effective functioning of the department and the division.

**INITIATION:**

The employee is expected to initiate the request and telecommuting should always

be voluntary. The employee should prepare a formal written proposal that addresses the workplace issues that are included in the checklist "Developing a Proposal for a Telecommuting Arrangement"

### **AMOUNT OF TELECOMMUTING:**

Telecommuting arrangements typically may cover one or two days of the regular workweek. Employees and their department supervisors/managers should assure that the employee's hours of work do not fall below the normal workweek hours. Time spent traveling to the primary work site to attend meetings or otherwise respond to work requirements during work hours in which the employee is telecommuting are counted as hours of work for nonexempt employees.

### **BALANCING TELECOMMUTING REQUESTS:**

In the event that more employees request telecommuting arrangements than a department can reasonably accommodate, the department head should respond to requests that are consistent with these Guidelines in ways that are fair to all employees and in the best interest of the department. Among the measures that might be adopted are rotating periods of telecommuting between employees or reducing the amount of time spent in telecommuting arrangements in order to accommodate more individuals.

### **RESPONSIBILITIES:**

The department head is responsible for determining whether the employee is a good candidate, whether the nature of the work is suitable for performance from a remote site, and whether the proposed arrangement will impose burdens on other employees or the department or division as a whole.

In determining if an employee is a good candidate, factors to be considered should include, but not be limited to: satisfactory completion of a probationary period, if applicable; having a current satisfactory or above performance evaluation on file; and the employee's track record of their ability to work independently.

The employee and the department head are jointly responsible for:

- Determining how performance will be assigned and measured
- Determining the working hours on telecommuting days
- Preventing the arrangement from burdening the employee's co-workers
- Ensuring that the employee is readily available, and has adequate means of communication, during specific working hours
- Arranging for the employee to come to the primary work site when necessary, regardless of the telecommuting schedule.

The employee is responsible for the following:

- Ensuring that University equipment and records in the employee's off-site workspace are maintained in safe and secure conditions and are used primarily for University business
- Being available to travel when his or her work requires
- "Checking in" with the supervisor or designated person by phone or by e-mail at the beginning and ending of each telecommuting work day and notifying the supervisor (or designee) when leaving the
- remote work site during regular working hours.
- If the employee is non-exempt, for working the hours agreed upon and for obtaining approval from the supervisor in advance of working any overtime
- Alerting the department head if external circumstances are likely to interfere with performance under the telecommuting arrangement.

### **UNIVERSITY RECORDS:**

The employee must ensure that University records in his or her possession are available to the department when requested.

### **EQUIPMENT AND TELECOMMUNICATIONS FACILITIES:**

Except as proscribed by University policy, University equipment and a University e-mail accounts shall be used only for University business conducted in telecommuting arrangements. The employee is expected to provide adequate workspace and furniture. The department should purchase network access when the department head determines that it is necessary for the employee to perform his or her work at the telecommuting site or that it will substantially enhance the employee's productivity. In other cases, the employee will be responsible for purchasing network access from the remote site. University equipment in the employee's off-site workspace is subject to the same inventory control and disposal procedures as that in the primary work site. The employee is responsible for bringing equipment to the primary work site for inspection, maintenance and repair. The department will repair and replace University equipment unless it is lost, damaged, or stolen through the employee's negligence or abuse.

### **HEALTH AND SAFETY LIABILITY:**

The employee is responsible for maintaining a safe and secure work environment and for arranging the off-site workspace in an ergonomically sound manner. Department heads should direct the employee or the Vocational Rehabilitation Counselor for assistance in setting up an ergonomically correct off-site workspace and may provide telecommuting employees with information on a safe and ergonomically sound work environment. Work-related injuries incurred in the off-site workspace, during agreed upon working hours, should be reported promptly to the supervisor. Such reports of injuries will be handled in the same manner as reports of injuries in the normal workplace. Telecommuting employees should not receive visitors, on work-related matters, at the off-site location without the department head's prior approval.

With reasonable notice, the Vice Chancellor or designee may make on-site visits to the employee's home or other remote workplace to determine that the workplace is safe and free from hazards, and to maintain, repair, inspect, or retrieve University-owned equipment and supplies.

### **DEFINITION(S):**

- Telecommuting is an arrangement, by prior agreement of the Department Head and approved by the Division Vice Chancellor, in which an employee regularly performs work at an alternative site, such as home or an office space near home, for a specified portion of the workweek.
- Occasional work off site, for example if an employee is sick but can still work, has intermittent child care needs, must be home for a maintenance appointment, or if there has been a major accident on the freeway, does not constitute telecommuting and does not require a formal arrangement. However employees in these situations must receive prior approval from supervisors.

### **PROCEDURES:**

If the department head or designee and the employee agree to a telecommuting arrangement, they should complete a formal, written agreement. The following, *Model Telecommuting Agreement*, provides a model for reference. The original should be maintained in the employee's personnel file, and the employee should receive a copy

### **GENERAL:**

A telecommuting agreement should be voluntary. No employee should be required to telecommute.

### **BENEFIT TO THE UNIVERSITY:**

The arrangement must be in the best interests of the University and the department as well as the employee. In evaluating benefits to the department, the following factors should be considered:

*Does the nature of the work lend itself to telecommuting?*

The work should involve clearly defined tasks and well understood results. The focus in telecommuting arrangements must be on results. The department head should communicate in advance what assignments or tasks are appropriate to be performed at the telecommuting site, and what assessment techniques will be used to measure success in meeting performance standards. For employees in the MSP classifications, the emphasis on results inherent in these classifications will not change.

Jobs that entail working alone or working with equipment which can be kept at the alternate work site are often suitable for telecommuting. Examples: writer, editor, analyst, word processor, programmer.

Jobs that require physical presence or constant interaction with co-workers to perform effectively are normally not suitable for telecommuting. Examples: receptionist, computer operator, mail processor, administrative assistant, trainer.

Telecommuting by one employee should not negatively affect the workload or productivity of others either by shifting burdens or creating delays and additional steps in the work flow.

*What is the benefit to the Department?*

The department may be able to accommodate a valued employee, or an employee may become more productive as a result of the new work arrangement.

*Is the employee a good candidate for telecommuting?*

Telecommuting is more likely to be successful for exempt employees whose performance is measured by results rather than time spent on the job. Telecommuting during the probationary period is not advisable because of the need to clarify job responsibilities, establish relationships with co-workers and clients, and assess suitability for continued employment. Employees who have performance problems, or who require close supervision, are not good candidates for telecommuting. Some employees are not comfortable with physical isolation from other employees, or do not work well independently, or cannot create a home workspace that is safe (for them and/or university equipment and files) and free from distractions.

Sometimes employees who telecommute feel that they are "out of the loop" and are overlooked when it comes to various kinds of workplace opportunities.

#### **TELECOMMUTING AGREEMENT:**

The telecommuting agreement should be as specific as possible and should include: (See attachment - Model Agreement)

- Days and hours the employee is expected to work in the department
- Hours the employee is expected to be working and reachable at the telecommuting site
- Methods of contact (such as dedicated phone line, voice mail, modem, fax, beeper, etc.)
- Who owns and maintains required equipment and supplies
- Who pays for ongoing expenses, such as phone lines and internet provider costs

- A statement that the employee agrees to maintain a safe working environment, and that the employee agrees to hold the University harmless for injury to others at the telecommuting location
- A statement that the employee agrees to provide a secure location for University-owned equipment and materials and that the University is entitled to reasonable access to such equipment and materials. Incidental personal use of University equipment similar to that allowed in the Department is permitted, but should not interfere with the use of the equipment for University business.
- A statement that management retains the right to modify the agreement on a temporary basis as a result of business necessity (for example, the employee may be required to come to the primary work site on a particular day), or as a result of an employee request supported by the supervisor.
- A statement that the arrangement is voluntary, and may be terminated at any time by either party with two weeks `notice.

The agreement should be in writing and should be signed and dated by the employee, the supervisor, and the department head or designee. A copy should be given to the employee and the original should be sent to Human Resources.

**ATTACHMENTS:**

MODEL TELECOMMUTING AGREEMENT

This Agreement specifies the conditions applicable to an arrangement for performing work at an alternate workplace on a regular basis. The Agreement begins on \_\_\_\_\_ and continues until \_\_\_\_\_. It can be withdrawn with two-weeks (2 weeks) written notice by either party.

1. Days and hours when the employee is normally expected to be in the department are

\_\_\_\_\_.

2. The alternate workplace is located at

\_\_\_\_\_.

3. Days and hours when the employee will normally work at this alternate workplace are

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

4. Additional hours involving overtime (for non-exempt employees only) at any workplace must be approved in advance by the supervisor.

5. Duties and assignments authorized to be performed at this alternate workplace are, and I recognize that the supervisor reserves the right to assign work as necessary at any workplace:

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6. Recognizing that effective communication is essential for this arrangement to be successful, the following methods and times of communicating are agreed upon:

[Specify: who (include back-up and emergency contacts), when, how often, during what time frames, how (phone, fax, beeper, face-to-face, etc.)]

7. The employee agrees to remain accessible during designated work hours, and understands that management retains the right to modify this Agreement on a temporary basis as a result of business necessity.

8. Regarding space and equipment purchase, set-up, and maintenance, the following is agreed upon: [Specify: purchase, set-up, maintenance, provision of supplies, insurance arrangements (consulting Office of Risk Management as necessary), etc., for each piece of equipment, furniture, phones, etc.]

9. The employee agrees to maintain a safe and secure work environment. The employee agrees to allow the University access to assess safety and security, upon reasonable notice.

10. The employee agrees to report any work-related injuries to the supervisor at the earliest opportunity. The employee agrees to hold the University harmless for injury to others at the alternate workplace.

11. The employee agrees to use University-owned equipment, records, and materials for purposes of University business only, and to protect them against unauthorized or accidental access, use, modification, destruction, loss, theft, or disclosure. Incidental personal use is not to be permitted to interfere with the use of the equipment for University business. The employee agrees to report to the supervisor instances of loss, damage, or unauthorized access at the earliest opportunity.

12. The employee understands that all equipment, records, and materials provided by the University shall remain the property of the University.

13. The employee understands that her/his personal vehicle will not be used for University business unless specifically authorized by the supervisor.

14. The employee agrees to return University equipment, records, and materials within \_\_\_\_\_ days of termination of this Agreement. All University equipment will be returned to the University by the employee for inspection, repair, replacement, or repossession with \_\_\_\_\_ days written notice.

15. The employee understands that he/she is responsible for tax consequences, if any, of this arrangement, and for conformance to any local zoning regulations.

16. The employee understands that all obligations, responsibilities, terms and conditions of employment with the University remain unchanged, except those obligations and responsibilities specifically addressed in this Agreement.

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

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Employee Signature Date

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Supervisor Signature Date

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Department Head (or designee) Signature Date

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Human Resources Signature Date