

## **TELEWORK**

Chancellor's Office Policy  
Effective 01-01-99

### **Introduction**

Telework, also known as telecommuting, is a program under which employees work at a place other than their traditional workplace on specified days and at their primary worksite the remainder of the time, retaining flexibility to meet the needs of the work unit. The telework location may be the employee's home or another suitable location. Employees may use telephones and, in many instances computers, to communicate effectively.

The Chancellor's office supports telework to maximize productive work time, decrease the need for parking and office facilities, reduce energy used for transportation, and decrease traffic congestion, hazards, and air pollution. The Chancellor's office supports telework in situations where it is in the best interest of the Oregon University System.

This policy applies to work outside of the office for one or more days a week on a routine basis. The policy does 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 Chancellor must approve Telework arrangements. This policy creates no employee rights in relation to telework.

Telework is only one form of flexible work arrangements. Others include flextime, compressed workweeks, and job-sharing.

To ensure an effective, productive telework program, OUS establishes the following policy:

### **Eligibility**

Unclassified employees who have completed trial service and normally work an established workday are eligible to apply to become teleworkers under this policy. Their work shall be of a nature wherein face-to-face interaction is minimal or may be scheduled to permit teleworking. Classified employees, who are covered under the appointing authority of Oregon State University, are eligible for telework under the terms and conditions of the OSU telework policy.

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

## **Application**

Employees who desire to work at some place other than the primary workplace on specified days shall complete a Telework Application (See Appendix A) and submit it to their supervisor.

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

The supervisor shall consider an employee request to telework in relation to the operational and customer needs of the department. The supervisor will take into consideration the overall impact of the teleworker's total time out of the primary worksite, 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 shall generally respond within 30 days. All requests are subject to approval by the appropriate Vice Chancellor.

## **Agreement**

Employees who are approved for telework shall sign and abide by a telework agreement (See Appendix B). The agreement may require modification to fit individual telework-site circumstances. A copy of the Agreement shall be retained in the employee's personnel file.

Unless otherwise stated in the agreement, the supervisor, the Vice Chancellor, 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.** While teleworking, the employee shall be reachable by telephone, fax, pager, or e-mail during agreed-upon work hours. The employee and supervisor shall agree on expected turnaround time and the medium for responses.
- B. Conditions of Employment.** The teleworker's conditions of employment shall remain the same as for non-teleworking employees; wages, benefits and leave accrual will remain unchanged.
- C. Equipment.** Home worksite furniture and equipment shall generally be provided by the teleworker. In the event that equipment and software is provided by OUS at the telework-site, such equipment and software shall be used exclusively by the teleworker and for the purposes of conducting OUS business. Software shall not be duplicated. The parties shall consult with the support manager regarding the availability of equipment to loan. If OUS

provides equipment, the teleworker is responsible for safe transportation and set-up of such equipment.

- D. Equipment liability.** The Oregon University System will repair and maintain, at the primary worksite, any equipment loaned by OUS. Surge protectors must be used with any OUS computer made available to the teleworker.

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.

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

- E. Dependent Care.** Telework is not a substitute for childcare or other dependent care. Teleworkers shall make or maintain childcare arrangements to permit concentration on work assignments.

- F. Home Work Site.** The teleworker must establish and maintain a dedicated workspace that is quiet, clean, and safe, with adequate lighting and ventilation. The teleworker will not hold business visits or meetings with professional colleagues, customers, or the public at the home worksite. Meetings with other OUS staff will not be permitted unless approved in advance by the employee's supervisor.

- G. Hours of Work.** The teleworker will have regularly scheduled work hours agreed upon with the supervisor, including specific core hours and telephone accessibility. The agreed upon work schedule shall comply with FLSA regulations. Overtime work for a non-exempt employee must be pre-approved by the supervisor.

The teleworker will attend job-related meetings, training sessions and conferences, as requested by supervisors. In addition, the teleworker may be requested to attend "short-notice" meetings. The supervisor will use telephone conference calling whenever possible as an alternative to requesting attendance at "short-notice" meetings.

- H. Incidental Costs.** Unless otherwise stated in the Telework Agreement, all incidental costs, such as residential utility costs or cleaning services, are the responsibility of the teleworker.

- I. Inclement Weather.** If the primary worksite is closed due to an emergency or inclement weather, the supervisor will contact the employee. The teleworker may continue to work at the telework-site. If there is an emergency at the telework-site, such as a power outage, the

teleworker will notify the supervisor as soon as possible. The teleworker may be reassigned to the primary worksite or an alternate worksite

- J. Inspections.** In case of injury, theft, loss, or tort liability related to telework, the teleworker must allow agents of OUS to investigate and/or inspect the telework site.
- K. Injuries.** The employee will be covered by workers' compensation for job related injuries that occur in the designated workspace, including the teleworker's home, during the defined work period. In the case of injury occurring during the defined work period, the employee shall immediately report the injury to the supervisor. Workers' compensation will not apply to non-job related injuries that might occur in the home. OUS does not assume responsibility for injury to any persons other than the teleworker at the telework-site.
- L. Intellectual Property.** Products, documents, and records developed while teleworking are property of OUS.
- M. Leave.** The telework employee must obtain supervisory approval before taking leave in accordance with OUS policy.
- N. Network Access.** OUS is committed to supporting telework by increasing network access to remote locations. However, network access is not guaranteed.
- O. Office Supplies.** OUS shall provide any necessary office supplies. Out-of-pocket expenses for supplies normally available in the office will not be reimbursed.
- P. Performance & Evaluations.** The supervisor and teleworker will formulate objectives, expected results, and evaluation procedures for work completed while the employee is teleworking. The supervisor will monitor and evaluate performance by relying more heavily on work results rather than direct observation. The supervisor and telework employee will meet at regular intervals to review the employee's work performance.
- Q. Personal Business.** Telework employees shall not perform personal business during hours agreed upon as work hours.
- R. Policies.** OUS policies, rules and practices shall apply at the telework site, including 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 telework arrangement and/or disciplinary action.
- S. Quality of Work.** All work shall be performed according to the same high standards as would normally be expected at the primary worksite.
- T. Questions.** If you have questions about the telework program, or you would like to access training material, contact the OUS Human Resources Department, at (541) 346-5698.

- U. Record Retention.** Products, documents and records that are used, developed, or revised while teleworking shall be copied or restored to OUS's computerized record system. Whenever possible, all telework related information shall be stored in a directory designated for telework and this information shall be backed up on a disk or on the LAN server.
- V. Security.** Security and confidentiality shall be maintained by the teleworker at the same level as expected at all worksites. Restricted access or confidential material shall not be taken out of the primary worksite or accessed through a computer unless approved in advance by the supervisor. The teleworker is responsible to ensure that non-employees do not access Chancellor's office data, either in print or electronic form.
- W. Taxes.** A home office is not an automatic tax deduction. Teleworkers should consult with a tax expert to examine the tax implications of a home office.
- X. Telephone/Internet Expenses.** The teleworker and supervisor will use the most efficient and effective way of handling long distance calls, whether that is the use of a state calling card or reimbursement of long distance business calls. If reimbursement is approved, the teleworker will submit an expense request along with a log of long distance business calls and an itemized copy of the telephone bill. Such expenses may include increased charges for Internet access and/or facsimile transmissions.
- Y. Travel.** The teleworker will not be paid for time or mileage involved in travel between the telework-site and the primary worksite.
- Z. Worksite.** Telework-sites shall be in Oregon or in the same state as the primary worksite.

## TELEWORK APPLICATION

### Employee Information

Name \_\_\_\_\_ Primary office phone \_\_\_\_\_

Department/Division \_\_\_\_\_

Supervisor \_\_\_\_\_ Phone \_\_\_\_\_

Proposed telework location:  Home  Satellite office  Other

Telework address \_\_\_\_\_

Telephone \_\_\_\_\_ Telework office e-mail \_\_\_\_\_

In addition to the your supervisor and other management personnel, the following personnel would be authorized to have your telework phone number \_\_\_\_\_

Do you have a room or an area at the remote location with privacy that you can dedicate to your use during telework?  Yes  No

### Telework statistics

Proposed start date \_\_\_\_\_ Hours of travel time saved per week \_\_\_\_\_

\_\_\_\_\_ x \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_

Number of round trips per week    miles per round trip    miles per gallon    gallons saved/week

### Telework schedule

Which days do you propose to telework?

Monday  Tuesday  Wednesday  Thursday  Friday

Variable/seasonal (specify) \_\_\_\_\_

Alternate days:

Monday  Tuesday  Wednesday  Thursday  Friday

Daily schedule: Total hours per day \_\_\_\_\_

Start \_\_\_\_\_ a.m./p.m. Finish \_\_\_\_\_ a.m./p.m.

Core hours you can be reached: \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m.

Objectives and/or expected results to be completed on telework days:

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

How will this arrangement benefit OUS? \_\_\_\_\_

\_\_\_\_\_

**Dependent care**

Do you have dependents requiring care during telework hours?  Yes  No  
If yes, would you have dependent care to relieve you from primary care responsibilities during telework hours?  Yes  No

**Accessibility information**

How can you be contacted when you telework?  Phone  E-mail  
 Voice mail/answering machine  Other \_\_\_\_\_

**Equipment/services to be used at the telework-site**

What equipment and software do you propose to provide (check all that apply)?  
 Phone  Voice Mail  Second phone line  Office furniture  Pager  
 Fax machine  Internet service provider  
 Computer type and model \_\_\_\_\_  
 Printer type and model \_\_\_\_\_  
 Model type and model \_\_\_\_\_  
Operating system \_\_\_\_\_  
Software \_\_\_\_\_  
Surge protection type \_\_\_\_\_  
Other equipment not mentioned above \_\_\_\_\_  
Remote access requested?  Yes  No What equipment do you need from OUS? \_\_\_\_\_  
\_\_\_\_\_

**Applicant acceptance of telework policy**

I have read the telework policy and understand the requirements and obligations that I am expected to accept and meet as a teleworker.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Information services review**

Are the system resources at the telework-site (computer equipment, software) consistent with OUS standards.  Yes  No

Do system resources meet requirements for remote access?  Yes  No

Are the system resources adequate for efficient work?  Yes  No

Does OUS have resources to provide equipment requested by the employee?  Yes  No

Comments \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Supervisor review**

Application approved       Application denied

Reason for denial \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Vice Chancellor review**

Application approved       Application denied

Reason for denial \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**TELEWORK AGREEMENT**

**FOR:** \_\_\_\_\_ **TELEWORK WILL BEGIN:** \_\_\_\_\_  
(Name of Employee) (Date)

**TASKS**

The following are typical assignments that the employee will work on at the home/remote work location: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Evaluation Criteria: \_\_\_\_\_  
\_\_\_\_\_

**TELEWORK LOCATION**

Home  Satellite office  Other

Telework address \_\_\_\_\_

Telephone \_\_\_\_\_

**SCHEDULE**

Telework day(s):

Monday  Tuesday  Wednesday  Thursday  Friday

Alternate day(s): \_\_\_\_\_

Start \_\_\_\_\_ a.m./p.m. Lunch \_\_\_\_\_ a.m./p.m. Finish \_\_\_\_\_ a.m./p.m.

Core hours you can be reached at the telework location: \_\_\_\_ a.m./p.m. to \_\_\_\_ a.m./p.m.

How many days a month do you expect to telework? \_\_\_\_\_ Days

**COMMUNICATION EQUIPMENT**

Employee agrees to have the following communication equipment at the telework location:

Answering machine \_\_\_ Voice Mail \_\_\_\_\_ Call forwarding \_\_\_\_\_ Fax \_\_\_\_\_

Business telephone calls made from the home will be paid for as follows:

OUS Credit Card # \_\_\_\_\_ or Employee reimbursement

Data calls made from home with a personal computer will be reimbursed as follows:

\_\_\_\_\_

The decision whether to install a telephone line to the home for a personal computer will be made between the supervisor and the employee. If such a line is installed, the expenses will be handled as follows: \_\_\_\_\_

\_\_\_\_\_

**OTHER EQUIPMENT**

The following equipment will be used by the employee in the home/remote work location:

Item: \_\_\_\_\_ Owner: \_\_\_\_\_

Item: \_\_\_\_\_ Owner: \_\_\_\_\_

Item: \_\_\_\_\_ Owner: \_\_\_\_\_

Item: \_\_\_\_\_ Owner: \_\_\_\_\_

Item: \_\_\_\_\_ Owner: \_\_\_\_\_

Item: \_\_\_\_\_ Owner: \_\_\_\_\_

**AGREEMENT**

I have read and understand the Telework Policy and agree to the duties, obligations, responsibilities and conditions for teleworkers described in the policy. I further understand that effective communication and satisfactory completion of stated objectives are keys to successful telework.

I agree that, among other things, I am responsible for establishing teleworking hours, observing wage and hour provisions as they apply, furnishing and maintaining my remote worksite in a safe manner, employing appropriate security measures, and complying with all other policies of the Chancellor's office. I agree to provide access to my worksite by any agent of the Chancellor's office to conduct post-accident or other investigations.

I agree not to use any OUS equipment for private purposes disallowed by OUS policies, nor allow family members or friends access to that equipment. I understand OUS may pursue recovery for any OUS property that is deliberately or negligently damaged or destroyed while in my care, custody and control. I shall promptly return all OUS equipment and data documents when requested by my supervisor. I agree to follow all software licensing provisions agreed to by OUS.

I agree to notify my supervisor promptly when I am unable to perform work assignments due to equipment failure, illness, or other circumstances. I agree that no business meetings will be held in my home on telework days, without specific approval of my supervisor. I agree that travel between the home/remote work location and the primary worksite shall not be reimbursed. I agree that telework is not a substitute for child or dependent care and that other arrangements are necessary for regular dependent care.

I understand that telework options require management approval. I may stop teleworking with written notice to my supervisor, and agree to accept a worksite and equipment assigned upon my return to a regular worksite. I understand that my supervisor or the Vice Chancellor may, at any time, and for any reason, change any or all of the conditions under which I telework, or may withdraw permission to telework.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

**OUS APPROVAL**

Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

Vice Chancellor Signature \_\_\_\_\_ Date \_\_\_\_\_