

IUP Telecommuting Procedure for Non-represented and Staff Employees

A. **Definition(s):**

1. **Telecommuting** is an authorized work arrangement that involves an employee primarily working at a location that is not the regularly assigned place of employment.
2. A **regularly assigned place of employment** is the location on the Indiana University of Pennsylvania campus, or satellite location, where an employee usually and customarily reports for work or where work is performed.

B. **Procedure Statement:**

Telecommuting includes alternative work arrangements available to employees whose job duties are appropriate for such assignment. The decision to authorize these options is within management's discretion based on the nature of the work being performed and other business considerations. The participation does not alter an employee's work relationship with the University, nor does it relieve an employee from the obligation to observe all applicable University rules, policies, and procedures. All existing terms and conditions of employment, including but not limited to the position description, salary, benefits, leave and work hours remain the same as if the employee worked only at the regularly assigned place of employment. Decisions regarding policy development or changes remain at the discretion of the President and Cabinet. All requests or assignments for telecommuting require the approval of the President and appropriate Vice President (Exhibit A – Telecommuting Agreement).

Alternative work arrangements are appropriate only when both the abilities of the employee and the nature of the work to be performed meet the minimum criteria set below. The purpose of the telecommuting policy is not meant to meet employee personal needs or to circumvent the need for employees to use leave as normally required. Timeframes can be as long as one year in length or intermittent depending on office function and operational needs.

The University reserves the right to terminate any approved telecommuting agreement with 15 days' notice at its sole discretion. The University also reserves the right to terminate any agreement without a notice for any violations of University policy, a violation of the conditions of the agreement, or when there is a relevant change in University policy or law.

When a scheduled workday is declared to be an official paid office closing that impacts the regular place of employment, e.g. inclement weather closure, telecommuting employees will be expected to and will work from the remote site or will be required to submit leave time for that day.

1. Criteria

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- a. Supervisor Considerations - Telecommuting is appropriate for employees who:
 - Have the abilities to successfully organize, manage time and work independently.
 - Have at least a satisfactory work performance rating.
 - Have a thorough knowledge and understanding of their job functions.
 - Have no prior discipline within a two-year period, with particular consideration for leave abuse, performance issues or violations of standards of conduct.

- b. Position Requirements - Positions that may be considered for telecommuting arrangements are those that:
 - Have job functions that can be performed at a remote site without diminishing quality or productivity of a unit or employee performance and does not increase cost to the employer.
 - Telecommuting approval is for the employees existing position. Any changes in positions will require a review of the agreement at the sole discretion of the employer, with no guarantee of approval.
 - Do not require an employee's presence at the regularly assigned place of employment on a daily or routine basis.
 - Have an emphasis on the electronic production and/or exchange of information by means of technology.
 - Involve measurable or quantifiable work product.
 - Have minimal or flexible need for specialized materials or equipment available only at the regularly assigned place of employment.
 - Do not result in a shift of job duties from the telecommuting employee to employees working at the regularly assigned place of employment.

- c. Positions that are not suited to telecommuting are those that:
 - Require regular face-to-face contact with a supervisor, other employees, students, and members of the University community, or the public.
 - Require routine access to information or materials that are available only at the regularly assigned place of employment.
 - Involves the direct handling of secure materials that renders telecommuting inappropriate.
 - (There may be circumstances, rotations, times of the year, etc., that avail these positions to telecommuting)

2. Remote Work Site Requirements

- Employees must self-certify that the remote work site is clear of conditions that pose a hazard to the employee's safety or otherwise present a danger to assigned equipment or data and that the site is conducive to the performance of assigned duties and must maintain this through the duration of telecommuting assignment.

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- Employees must have internet access appropriate to work requirements.
- Events and activities that are not work-related will not disrupt or interfere with work at the remote work site.
- The employee must make advance arrangements for dependent care to ensure a productive work environment. Telecommuting is not meant to substitute for dependent care or other personal obligations. The employee shall continue to make these arrangements to the same extent as if the employee was working at the regularly assigned place of employment.
- A supervisor may visit the proposed remote work site to evaluate the appropriateness of the site prior to approving the agreement and may require that a photo of the workspace be attached to the agreement. A mutually agreed time will be scheduled with the supervisor for this visit.
- Once the agreement (Ex. A) is approved, the University retains the right to make prearranged on-site inspections of the remote work site during scheduled work hours. A minimum of three (3) workdays advance notice will be required prior to the visit.
- Supervisors and employees must ensure that all sensitive and confidential information and equipment is protected and secured when accessing information from the remote location.

3. Regularly Assigned Place of Employment

- Employees participating in telecommuting shall report to the regularly assigned place of employment as agreed upon with the supervisor and as indicated in the agreement. Additionally, when operational needs require, an employee must report to the regularly assigned place of employment upon the supervisor's request.
- In person meetings are prohibited from being conducted at the remote work site.

4. Technology/Equipment

- Generally, only a University issued computer, outfitted with University issued software and security, should be used to connect to the University network.
- Only University approved software shall be used for connecting with the University's network from the remote work site. Employees who are participating in telecommuting shall follow all University information security policies, copyright laws and manufacturers' licensing agreements.
- It is understood that any equipment issued to the employee, including any related software, is the sole and exclusive property of the University, and is subject to the same business and proper use of technology as if it were located on-site. Employees must utilize such

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equipment as directed, including any directives regarding accessing confidential data. Only the employee may use this equipment.

- Telecommuting employees must store all university work related electronic content (documents, image files, etc.) on a University OneDrive or a team drive. No content should be stored on a personal device.
- Any equipment that is used by an employee (personal or University resources) in the completion of their work is subject to discovery and Right-to-Know requests. The use of personal equipment and software is subject to all University policies and security protocols.
- If this agreement is terminated, the employee must return any University owned property, supplies, equipment and work products.
- The employee is required to notify his/her supervisor immediately of any equipment, software, or internet connection malfunction or failure, or of any theft or loss of equipment issued by the University.
- If a telecommuting employee is unable to work remotely due to a technology failure, the employee must be able to report to the regularly assigned place of employment to complete their work for the duration of the failure as directed by their supervisor or submit appropriate leave at the discretion of the supervisor.
- The employee is responsible for the security of all official data, both electronic and physical, in accordance with established guidelines.
- Employees and supervisors must ensure that all protective software and other firewall technology is installed and used on all equipment at the remote location.

5. Work Schedule, Leave and Reporting

- A telecommuting agreement does not necessarily alter the employee's work schedule. The specific work schedule of a participating employee shall be designated by the supervisor based on the business needs of the position. Human Resources and Payroll must be informed of approved work hours. All work hours must total 37.5 hours per week and follow applicable state and federal labor laws.
- Employees are required to utilize ESS to enter all leave requests as would be required at the regularly assigned place of employment.
- All leave policies, including reporting off, must be followed.

6. Liability

- The alternate work site is an extension of the University; therefore, the telecommuting employee is covered by worker's compensation insurance during the course and scope of employment, during the approved work schedule, and in the designated work location. The University assumes no liability for injuries that occur outside of the designated remote work area or outside the employee's normal work schedule. The employee is

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responsible for immediately informing his or her supervisor and the Human Resources Office of any work-related injury or illness.

- To ensure safe working conditions exist, the University reserves the right to make on-site inspections of the alternate work site and will provide three (3) workdays notice to the employee of such visit, when possible.
- The University will not be liable for damages to employee-owned equipment being used in telecommuting or that may result from telecommuting. The University will not be responsible for operating costs, remodel expenses, home maintenance, or any other incidental costs (e.g. utilities, telephone, insurance) associated with the use of the employee's residence for telecommuting, unless specifically provided in advance and in writing by the Vice President as outlined in the agreement. The employee is responsible for all insurance, maintenance and utilities associated with the remote work site.
- Personal tax implications related to the alternate work site shall be the employee's responsibility.
- The employee will not be reimbursed for any travel miles to/from or receive any compensation for time spent commuting to/from the regularly assigned place of employment and the remote location.

7. Work Assignments and Supervision

- When telecommuting or working at an alternate work site, the employee's work status, job duties, and responsibilities remain essentially unchanged. As applicable, the University may require additional duties of the employee, including periodic written reports to his/her supervisor regarding work progress and deliverables. Employees shall be available for communication and contact during their scheduled work hours.
- The employee must be accessible and available at all times during their normal work hours while telecommuting, except during periods of approved leave or designated breaks. The employee will be directed on modes of communication to be used during the telecommuting arrangement (i.e., telephone, VPN network access, email, etc.). The employee may be required to grant calendar access to his/her supervisor.
- Employees are responsible for ensuring that non-employees do not have access to University files, records, or data in print or electronic format.
- Restricted-access materials shall not be taken out of the office or accessed remotely via computer unless approved in advance by the supervisor.
- Failure to abide by the telecommuting policy may result in discipline and/or revocation of approval for telecommuting.

C. **Implementation:**

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1. Agreement - A *Telecommuting Agreement* (Exhibit A) must be completed and signed by the employee and the employee's supervisor and must have the approval of the employee's Dean, Director, Vice President, and President prior to initiating a telecommuting arrangement. A copy must be filed with Human Resources.
2. Equipment and Supplies – As part of the Telecommuting Agreement, the employee will describe and present to the supervisor, using the Telecommuting Equipment Checklist, (Exhibit B), a request for office equipment, hardware, software, communication needs and office supplies needed to participate in telecommuting from a remote work site. The supervisor will review the request for approval for issuance, purchase, or reimbursement. The University will not reimburse the employee for any costs not pre-approved by the Vice President. Purchases or reimbursement shall be provided in accordance with applicable University policies. The University will not reimburse employees for out-of-pocket expenses for materials and supplies that are reasonably available at the regularly assigned place of employment.
3. University Technology must review and approve all requests for technology after approval of the agreement. Equipment to be issued will be documented on the agreement (Exhibit B).
4. The employee should designate a workspace and maintain it so that it is conducive to working and free of hazards. The employee agrees that the supervisor or designee reserves the right to visit the alternate work site to ensure compliance and safety. The employee shall complete the Telecommuting Remote Work Conditions Checklist (Exhibit C) and provide it to the supervisor and a copy to Human Resources.
5. The employee will provide telephone, fax, and internet service (as applicable) at his/her own expense.

D. Effective date:

Adopted: _____ **by:** _____

Amended Date:

Indiana University of PA Staff Telecommuting Agreement

Section 1 - To Be Filled Out By Employee:

Employee Name: _____ Department: _____
Job Title: _____ Supervisor Name: _____
Date: _____

1. Does the work require regular face-to-face contact with a supervisor, other employees, students and/or members of the University community or the public? Yes No
2. Does the work require routine access to information or materials that are available only at the regularly assigned place of employment? Yes No
3. Can job functions be performed at a remote site without diminishing quality or productivity of a unit? Yes No
4. Is the employee's presence required at the regularly assigned place of employment on a routine basis? Yes No
5. Does the position have an emphasis on the electronic production and/or exchange of information by means of technology? Yes No
6. Does the work involve measurable or quantifiable work product? Yes No
7. Are there specialized materials or equipment available only at the regularly assigned work site? Yes No
8. Does the work require direct handling of secure information that requires on site presence? Yes No
9. Detail your request for office equipment, hardware, software, communication needs and office supplies needed to participate in telecommuting from a remote work site.

Section 2 - To Be Filled Out By Supervisor

1. Do you agree with the answers to the questions above? Yes No
2. Does the employee have the ability to successfully organize, manage time and work independently? Yes No
3. Does the employee have at least a satisfactory work performance rating? Yes No
4. Does the employee have a thorough knowledge and understanding of their job functions? Yes No
5. Has the employee had prior discipline within a two year period? Yes No
6. Will approval of this agreement shift job duties to another employee or change the duties of this position? Yes No
7. Is approval of this agreement in the best interest of the University? Yes No
8. Anticipated Start Date: _____

Section 3 - The following constitutes an agreement on the terms and conditions of the staff telecommuting arrangement, as required in the Staff Telecommuting Policy, between the University and employee.

By signing this form, I acknowledge that:

I have read and understand the provisions of Indiana University of Pennsylvania's Staff Telecommuting Policy and agree to abide by the requirements set forth therein; and

I specifically acknowledge that the University may terminate the telecommuting agreement at any time and that telecommuting is not an employee right or guaranteed employee benefit.

Employee Signature: _____

Date: _____

APPROVALS:

Supervisor: _____

Date: _____

Director/Dean: _____

Date: _____

Vice President: _____

Date: _____

President: _____

Date: _____

If approved, University Technology: _____

Date: _____

**Telecommuting Employee / Supervisor Equipment Checklist
(to be completed after telecommuting agreement is approved)**

Employee Name: _____
 Job Title: _____
 Department: _____
 Supervisor: _____

This checklist is designed to ensure that the employee and supervisor understand the telecommuting policies and procedures.

1. The employee and supervisor have established a work schedule for hours/days at a telecommuting site.
List schedule: _____
2. The following equipment has been issued to the employee and has been documented by the university:

Type of Equipment	Make	Model	Serial Number	Issue Date
Computer				
Monitor				
Keyboard				
Mouse				
Other				
Other				
Other				
Other				

3. Policies and procedures for care of equipment issued by the University/System Office have been explained and are clearly understood.
4. Policies and procedures covering confidential information and data security have been discussed and are clearly understood.
5. Requirements for an adequate and safe office space and/or area have been discussed, and the employee certifies those requirements are met.
6. Performance expectations have been defined and are clearly understood.
7. The employee understands that the University may terminate the telecommuting agreement at any time. The employee further understands that management may terminate the telecommuting arrangement immediately if the employee's performance declines or the arrangement fails to support organizational needs.
8. The employee also understands that all equipment issued to him/her by the University is the property of the University and must be returned immediately upon request.

Employee Signature: _____

Date: _____

Supervisor Signature: _____

Date: _____

Telecommuting Worksite Condition Checklist

Employee Name: _____
Job Title: _____
Department: _____
Supervisor: _____

This list is designed to assess the overall safety and appropriateness of the telecommuting designated workspace. Your worksite should conform to the conditions below prior to beginning a telecommuting arrangement.

Identify location of telecommuting worksite:
(please provide the address and a description of the designated work area)

Ensure that the designated work area meets the following criteria:

1. The work space is suitable for the performance of official business.
2. The work space has sufficient telephone and internet access to enable timely completion of all assigned job duties and tasks.
3. The space is free of hazardous materials.
4. The space is free of indoor air quality problems.
5. There is adequate ventilation for the desired occupancy.
6. The space is free of noise hazards.
7. All stairs with four or more steps are equipped with handrails.
8. Electrical equipment is free of recognized hazards that would cause physical harm (e.g.: frayed wires, bare conductors, loose wires, flexible wires running through walls, exposed wires fixed to the ceiling).
9. The building's electrical system meets all required code requirements.
10. Aisles, doorways, and corners are free of obstruction to permit visibility and movement.
11. File cabinets and storage areas are arranged so drawers and doors do not open into walkways.
12. Chairs do not have any loose casters (wheels). The rungs and legs of chairs are sturdy.
13. Phone lines, electrical cords, and extension wires are secured.
14. Floor surfaces are clean, dry, level, and free of worn or frayed seams.

I certify that the designated work area meets the criteria set forth above.

Employee Signature: _____ Date: _____

Acknowledge:

Supervisor Signature: _____ Date: _____

Recommended by: _____

Date: 8/10/2021

Debra Fitzsimons, Vice President for Administration and Finance

Approved by: President's Cabinet

Date: 7/21/2021

Approved by:



IUP President

Date: 8/13/2021

Recommended by: Dr. Debra Fitzsimons Digitally signed by Dr. Debra Fitzsimons
Date: 2021.08.11 08:57:33 -04'00' Date: 8/10/2021
Debra Fitzsimons, Vice President for Administration and Finance

Approved by: President's Cabinet Date: 7/21/2021

Approved by: _____ Date:
IUP President