

Policy 1332 Telecommuting

Date of Current Revision: March 2008

Primary Responsible Office: Human Resources

1. PURPOSE

The purpose of this policy is to comply with the Commonwealth of Virginia Department of Human Resources Management Policy 1.61, which permits agencies to designate employees to work at alternate work locations for all or part of their workweek in order to promote general work efficiencies. This policy also complies with the requirement of Policy 1.61 that agencies establish a telecommuting policy.

2. AUTHORITY

The authority for this policy is the university's Board of Visitors, its President, the Commonwealth of Virginia Department of Human Resources Management Policy 1.61, and VITA ITRM Standard Sec 511-00.

3. DEFINITIONS

Central Workplace:

An employer's place of work where employees normally are located.

Telecommuting:

A work arrangement in which supervisors direct or permit employees to regularly or consistently perform their usual job duties away from their central workplace, in accordance with work agreements.

Work Agreement:

The written agreement between the employer and employee that details the terms and conditions of an employee's work away from his or her central workplace. Work agreements are required for telecommuting.

4. APPLICABILITY

This policy applies to all university positions and employees.

5. POLICY

5.1 Normally, work is performed on university premises.

5.2 There may be occasions when alternate work arrangements meet the needs of the university. Telecommuting may be an appropriate alternative work arrangement when determined by the supervisor and division head as such,

5.3 Upon the recommendation of the supervisor, the division head makes the sole decision to begin, suspend, or discontinue a telecommuting arrangement.

5.4 Positions that may be best suited for telecommuting are positions where:

- Activities can be effectively performed outside the office.
- Contact with other employees and constituents are predictable and can be scheduled.
- Adequate security of data can be assured for the work handled at an alternate work site.
- The technology needed to perform the job off-site is currently available.
- Cyclical work does not present a problem.

- Constituent contact can be readjusted to allow for telephone communications or such contact can be conducted when the employee is in the office.
- The use of photocopies, fax machines or other specialized equipment can be scheduled for days the employee is in the office.

5.5 Approvals for telecommuting should be made on a case-by-case basis. The approval of a position to telecommute does not mean that any employee who later may fill that same position would be authorized to work at alternate work sites. The position should be re-evaluated to determine if telecommuting continues to best meet the department's needs. For assistance in determining whether or not a position should be considered for telecommuting, a "Tele-eligible Considerations Check List" is attached.

6. PROCEDURES

6.1 Working Conditions Under Telecommuting

There are a variety of issues that must be discussed between the department and employee before allowing telecommuting. The following is a list of topics that must be considered and included in a telecommuting agreement, a sample of which is attached to this policy. Supervisors are encouraged to contact Human Resources Workforce Management for guidance when considering a telecommuting arrangement.

6.11 Compliance with Policies

Employees must agree to comply with university rules, policies, practices and instructions and understand that violation of such may result in the termination of the telecommuting arrangement and/or disciplinary action, up to and including termination of employment.

6.12. Security of Records

Supervisors must discuss with employees what records may or may not be taken from the office and any procedures for removing and returning them. Employees are responsible for the security of all documents, data and records in their possession.

6.13. Hours of Work

The amount of time the employee is expected to work per pay period will not change due to participation in the telecommuting program. Hours of work must remain the same unless specified in the telecommuting agreement. The procedures for approval of overtime and the approval and use of leave must also be included.

Employees are responsible for reporting all hours worked each week. Failure to report time, like failure to obtain approval for overtime, can result in the termination of the telecommuting arrangement or other disciplinary action. Supervisors should periodically remind employees about their record-keeping duties, and must promptly discuss with the employee any discrepancies that arise between the work product and the hours reported.

6.14 Authorized Closing

Inclement weather must also be discussed. Employees working at home during a university closing would be expected to continue working unless that was not possible due to power outages or other conditions that prevent them from working. Employees telecommuting during an authorized closing would not receive compensatory time off.

6.2 Role and Compensation

Employees' classification, compensation and benefits will not change upon their acceptance of telecommuting.

6.3 Primary Care

Telecommuting is not designed as a substitute for child or adult care. If children or adults in need of care are in the home during the employee's at-home working hours, another individual must be present to provide the primary care.

6.4. Termination of the Telecommuting Agreement

Management reserves the right to end the telecommuting arrangement at any time. Employees may be required to return to the work place immediately upon committing a [Standards of Conduct](#) offense, if deemed as having performance problems, or if management feels it is in the best interest of the university and/or the employee to end the arrangement, either permanently or temporarily.

6.5. Expenses of the Home

The university is not responsible for operating costs (such as electric bills), home maintenance, or other costs incurred by employees in the use of their homes as alternate work locations.

6.6. Equipment

The supervisor and employee must agree on what equipment will be used for telecommuting, i.e., computer/telephone lines, FAX machine, etc.

- Will the employee use his or her own computer, or will the department provide one? Employees who have Remote Privileged Access or access to any core systems are required to use a JMU configured computer
- Will the employee be reimbursed for telephone expenses?
- Will additional telephone lines need to be installed in the employee's alternate work location?

Employees must agree to use equipment provided by the department and supplies for business purposes only, and to notify the department head immediately of equipment malfunction in order to effect repair or replacement. Employees are responsible for properly securing all equipment used in accordance with IT and VITA standards. All university equipment located at an employee's premises is fully insured. Any damage or theft of the equipment should immediately be reported to the supervisor.

6.7. Liability

The university assumes no responsibility for injuries occurring in the employee's at-home work space outside the agreed upon work hours or for liability damages to employees' real or personal property resulting from participation in the telecommuting program. General liability insurance protecting the actions of university employees is provided 365 days per year subject to the provisions of the insurance policy in effect at the time.

Workers' compensation coverage is limited to designated work areas in employees' homes or alternate work locations. Employees agree to practice the same safety habits they would use in the university and to maintain safe conditions in their alternate work locations. Employees must follow the normal reporting procedures for reporting work-related illness or injury.

6.8 Inspection of the Work Location

Prior to beginning the telecommuting program, an inspection of the work site may be conducted to ensure the location is suitable for performing the duties of the position and to inspect for safety. If an employee identifies safety hazards, an on-site inspection by the supervisor may be needed.

6.9 The department must develop a telecommuter work agreement that incorporates employees' conditions of employment. There is a sample work agreement included as an appendix to this policy. Human Resources can be contacted for assistance in developing a plan and agreement for any telecommuting arrangement.

7. RESPONSIBILITIES

Division heads are responsible for the approval of any telecommuting agreement.

Supervisors are responsible for the accurate execution of this policy.

Human Resources will determine which positions are appropriate for telecommuting and enter the information into the Personnel Management Information System when they:

- Establish a position (PSP 130);
- Re-establish a position (PSP 131); or
- Change the designation of the position (PSP 160, Field Change).

8. SANCTIONS

Sanctions will be commensurate with the severity and/or frequency of the offense and may include termination of employment.

9. EXCLUSIONS

The policy does not apply to affiliates.

10. INTERPRETATION

While the authority to interpret this policy is granted to the President, it is generally delegated to the Director of Human Resources.

Previous version: March, 2004

Approved by the President: March 2008

Index Terms

Telecommuting

James Madison University
Sample Work Agreement for Telecommuting

The following constitutes an agreement on the terms and conditions of telecommuting between the:

Department _____ Date _____

Employee _____ Date _____

General Agreement

1. The employee agrees to adhere to applicable guidelines and policies.
2. The department concurs with employee participation and agrees to adhere to applicable guidelines and policies.
3. The department agrees to give employee a two-week notice upon completion of the work assignment.
4. (Check One)
 Employee volunteered to telecommute.
 Employee agreed to telecommute as a condition of initial employment.
5. A copy of the *Telecommuting Policy 1332* has been given to the employee.
 Yes No

Work Location/Schedule

1. The employee's central workplace is _____

2. The employee's alternate work location is _____

3. Describe in detail the designated work area at the alternate work location (attach additional sheets, if necessary).

4. At the central workplace, the employee's work hours will normally be from _____
to _____ on the following days: _____

5. At the alternate work location, employee's work hours will normally be from _____
to _____ on the following days: _____

6. Leave approval and changes in work hours will be arranged by:
-
7. The employee's time and attendance will be calculated as if performing official duties at the central workplace.
 8. The supervisor will maintain a copy of telecommuter's work schedule; the time and attendance will be recorded the same as if performing official duties at the central workplace.
 9. Employees working at home during a university closing would be expected to continue working unless that was not possible due to power outages or other conditions that prevent them from working. Employees telecommuting during an authorized closing would not receive compensatory time-off.

Work Standards/Performance

1. The employee will meet with the supervisor to receive assignments and to review completed work as requested, necessary, or appropriate.
2. The employee will complete all assigned work according to work procedures mutually agreed upon by the employee and the supervisor, and according to guidelines and expectations stated in the employee's performance plan.
3. The supervisor will evaluate employee's job performance according to the employee's performance plan.
4. The employee agrees to limit performance of official assigned duties to the central workplace or department-approved alternate work location within agreed upon hours. Failure to comply with this provision may result in nullifying the telecommuting arrangement and/or other appropriate disciplinary action.
5. The employee agrees to have other individuals provide primary care for those children or adults in the home in need of it.

Compensation/Benefits

1. All salary rates, leave accrual rates, and travel entitlements will remain in place as if the employee performed all work at the central workplace.
2. Employees who work overtime by request of their supervisor with advance approval will be compensated in accordance with applicable law and state policy.
3. The employee understands that supervisor will not accept the results of unapproved overtime work. By signing this form, the employee agrees that failing to obtain proper approval for overtime work may result in their removal from telecommuting and/or other appropriate action may occur.
4. The employee must obtain supervisory approval before taking leave in accordance with established office procedures. By signing this form, employee agrees to follow established procedures for requesting and obtaining approval of leave.

Equipment/Expenses

1. Employees who use department equipment at home agree to protect such equipment in accordance with University guidelines.
2. Department-owned equipment will be serviced and maintained by the University.
3. If employees provide their own equipment, they are responsible for the service and maintenance. Employees who have access to core systems or use remote access are required to secure the systems and protect unauthorized access.
4. Neither the University nor the department will be liable for damages to an employee's personal or real property during the course of performance of official duties or while using department equipment in the employee's residence.
5. Neither the University nor the department will be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities) associated with the use of the employee's residence.
6. With at least 24 hours advance notice, the employee agrees to allow inspections of the home work location at periodic intervals during their normal working hours to ensure proper maintenance of University-owned property.

Safety

1. The employee agrees to permit University inspection of the alternate work location to ensure conformity with safety standards and other specifications in these guidelines. The employee will be given at least one business day advance notice of the inspection, which will occur during normal work hours.
2. The employee is covered by the appropriate provisions of the *Commonwealth's Workers' Compensation Program* if injured while performing official duties during established work hours at the work location.
3. The employee agrees to bring to the immediate attention of the supervisor any accident or injury occurring at the alternate work location.
4. The supervisor will investigate all accident and injury reports immediately following notification.

Confidentiality/Security

The employee will follow department-approved data security procedures at the alternate worksite to protect department or University records from unauthorized disclosure or damage, and will comply with the privacy requirements set forth in state law and the *Department of Human Resource Management Policies and Procedures Manual*.

Termination of Agreement

1. The employee may end participation in telecommuting at any time, unless telecommuting was a condition of employment.

2. The department may end the employee's participation in telecommuting at any time. Employees may be withdrawn from telecommuting for reasons to include, but not limited to, declining performance and organizational benefit. Such removal must be accomplished in accordance with established policies and procedures.

Department owned or leased equipment has been issued to the employee and has been documented by the department.

Yes No

I have read the complete *Agreement for Telecommuting* and I concur with the terms.

Employee Date

Employer/Department Head Date