4.26 Telework Policy

Purpose:
The University of Northern Iowa (hereafter referred to as university) provides telework arrangements to employees when it is mutually beneficial to both the university and the employee. The policy defines telework, indicates the requirements for formal Telework Agreements and indicates the responsibilities of both teleworkers and the university.

For rules related to work during a weather emergency, see University Policy 4.07.

Policy Statement:

Telework is defined as any work arrangement that allows employees to work outside of their primary worksite at an alternate location, on a regular basis, at least one day a week, pursuant to an approved Telework Agreement.

Approval of telework arrangements will be made on a case-by-case basis. The nature of the work performed as well as the employee’s past work performance must be assessed by the supervisor to determine telework feasibility before entering into a Telework Agreement. Telework is not an entitlement nor is it an organization university-wide benefit. A telework arrangement does not change the terms and conditions of employment with the university.

Occasional, non-regularly occurring out-of-office work arrangements may be allowed on a case-by-case basis if approved by an employee's director or department head. A formal Telework Agreement is not required for these occasional telework arrangements and a director or department head's approval on one occasion does not imply that future requests of a similar nature will be approved.

Telework arrangements may not be considered for non-faculty until the incumbent has completed at least six months of service in the position intended to be covered by the Telework Agreement. In some cases, the university may establish new or open positions in which telework is an expected condition of employment. For those designated telework positions, the job announcement will describe the telework requirement and include a statement that the ability to work effectively and efficiently from an alternate worksite is a qualification of the position.

Telework is not a substitute for child or other dependent care. Teleworkers shall make or maintain childcare, adult care, or similar personal arrangements to permit concentration on work assignments during agreed upon work hours. Decreases in productivity or behaviors that detract value from the university may result in the immediate loss of teleworking status and/or may result in disciplinary action.

Exception to the Policy for On-Campus Faculty

University faculty members generally carry out their teaching, research, scholarly or creative work and service obligations on campus and in campus facilities. However, given the nature of faculty work, it is an accepted practice for faculty members to conduct their work activities on varied schedules and in alternate locations as appropriate. In circumstances involving faculty members with offices on the university campus, formal Telework Agreements are not required.

If it is determined that a faculty member's normal assignment warrants regular work at an alternate off-campus location, a formal Telework Agreement shall be entered into at the time of offer or assignment to the off-campus location.

Exception to the Policy for Emergencies

The university may implement a temporary allowance for more flexible and widespread telework arrangements during an adverse working condition emergency, such as fire, power failure or public state of emergency. As such, it may be necessary to temporarily lift certain requirements of this policy, such as
a formal Telework Agreement, during all or a portion of the emergency, as deemed appropriate by the Human Resource Services Director or designee (hereafter referred to as HRS Director). Supervisors are still required to consider telework arrangements on a case-by-case basis to determine if teleworking is a feasible option; these telework arrangements continue to depend upon the abilities and characteristics of the employee and the needs of the department or office.

**Telework Requests for Medical Reasons**

Employees requesting a telework arrangement due to a medical condition should be directed to Human Resource Services to discuss potential workplace accommodations in accordance with the Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA).

**Process:**
The Telework Policy is administered by the Human Resource Services Director or designee (hereafter referred to as HRS Director), or in the case of faculty members whose normal work assignment warrants regular work at an alternate off-campus location, by the Provost & Executive Vice President and Provost or designee (hereafter referred to as Provost). The Telework Agreement is coordinated through the employing department of the teleworking employee. Employees and supervisors with an interest in exploring a telework arrangement should consult the telework resources.

All Telework Agreements must be approved by the director/department head, dean (if applicable), and division head following consultation with Information Technology to ensure data security and other information technology items are addressed. The Telework Agreement must then be sent to the HRS Director for final verification and placement in the employee's personnel file.

Approval of the Telework Agreement must be complete before the employee begins teleworking.

The signed original copy of the Telework Agreement will be retained by Human Resource Services in the employee’s personnel file and copies should also be retained by the employee and the employee’s home department.

Voluntary Telework Agreements may be discontinued, without cause, at any time, at the request of either the teleworker or the university. When practicable, either the university or teleworker should provide a two week notice of termination of the Telework Agreement. However, when telework is an expected condition of employment, the Telework Agreement may only be discontinued at the option of the university.

Termination of university employment results in immediate cancellation of any Telework Agreement with the employee.

**GENERAL CONDITIONS OF TELEWORK AGREEMENTS**

**A. 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 unless there is a change in employment status or scheduled hours that impacts benefit eligibility. In addition all university policies, rules and procedures 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.

**B. Hours of Work.** The Telework Agreement shall specify the regularly scheduled work hours agreed upon by the teleworker and their supervisor. The amount of time the teleworking employee is expected to work shall remain the same as for on-campus work, unless specified otherwise in the Telework Agreement. A teleworking employee must be available during scheduled work hours by phone, e-mail or other specified methods of communication with their supervisor, co-workers, other university employees and others outside the university with whom job-related communication is necessary.
As required by the Telework Agreement or upon at least 24 hours’ notice by the employee's supervisor, the teleworker will attend job-related meetings, training sessions and conferences. In addition, the teleworker may be requested to attend meetings called with notice of less than 24 hours. The supervisor will use electronic means of communication whenever possible as an alternative to requesting attendance at such "short-notice" meetings, but there may be times when the employee's physical presence is deemed essential. In such cases the supervisor must provide sufficient notice to allow the employee a reasonable time to travel to campus to participate in the meeting.

C. **Fair Labor Standards Act.** Teleworking employees who are not exempt from the overtime requirements of the Fair Labor Standards Act (FLSA) will be required to record all hours worked in a manner designated by the university. Teleworking employees will be held to the same standard of compliance as campus-based employees. The agreed upon work schedule shall comply with FLSA regulations. For non-exempt employees, hours in excess of the regular work schedule must be pre-approved by the supervisor. Failure to comply with this requirement can result in the immediate termination of the Telework Agreement.

D. **Emergency Disruptions and Inclement Weather.** If the primary worksite is closed due to an emergency or inclement weather, the supervisor will contact the teleworking employee and provide instructions about the continuation of 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 in such cases or be required to take leave.

E. **Alternate Work Site.** The teleworker must establish and maintain a dedicated workspace that is quiet, clean, and safe, with adequate lighting and ventilation and must confirm in writing, at least every six months that the work location is free of recognized hazards. The teleworker will not hold business visits or meetings with professional colleagues, customers, or the public at the alternate worksite. Meetings with other university staff will not be permitted at the alternate work location unless approved in advance by the employee's supervisor. The university reserves the right to visit the alternate work site as long as 24 hour notice is provided. The teleworking employee agrees to adhere to any zoning regulations applicable to the designated alternate work site. The university is not responsible for any zoning violations resulting from establishment of the alternate work site.

F. **Inspections.** In case of injury, theft, loss, or tort liability related to telework at the alternate work site, the teleworker must allow agents of the university to investigate and/or inspect the telework site.

G. **Equipment.** Furniture and equipment, including computer workstations, shall generally be provided by the teleworker. In the event that equipment and software is provided by the university at the telework site, such equipment and software shall be used exclusively by the teleworker and only for the purposes of conducting university business. Software shall not be duplicated. In most situations, the university will provide a computer workstation on campus that the teleworker may access by remote desktop software. If the university provides equipment, the teleworker is responsible for safe transportation and set-up of such equipment unless the equipment is being specifically ordered for the teleworker and is being directly delivered to the off-campus work site. In addition, before removing any equipment from the university campus or receiving any equipment through direct delivery, the teleworker must complete the **Fixed Assets Off-Campus Use Form.**

H. **Equipment Liability.** The university will repair and maintain any equipment owned by the university. The teleworker is responsible for safely transporting such equipment to campus for repair or maintenance unless movement of the equipment is likely to result in damage. Surge protectors or other protective devices must be used with any university computer made available to the teleworker, and all current virus protections and security measures recommended by divisional technology support or central Information Technology Services must be installed and operating.
The university may pursue recovery from the teleworker for university property that is deliberately, or through negligence, damaged, destroyed, lost or stolen while in the teleworker's care, custody or control. The university does not assume liability for loss, damage, or wear of employee-owned equipment.

I. Data Security & Confidentiality. Security and confidentiality shall be maintained by the teleworker at the same level as expected at all worksites. Confidential and sensitive data should not be saved on the local computer. 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 university data, including in print or electronic form.

J. Intellectual Property. Products, documents, patents, copyrights, inventions, and records developed while teleworking are property of the university and are subject to the university's intellectual property policy (Policy 10.03). The teleworker must have a method to safeguard the security of all institutional data, including, but not limited to, intellectual property, proprietary information, confidential personnel information, Family Educational Rights & Privacy Act (FERPA) protected student records, Health Insurance Portability & Accountability Act (HIPAA) protected health information, and attorney-client communications.

K. Record Retention. Products, documents and records that are used, developed, or revised while teleworking shall be copied or restored to the university's computerized record system. Maintenance of university records must be consistent with the university record retention rules and policy.

L. Telework Expenses

- **Office Supplies.** The university shall provide any necessary office supplies. Out-of-pocket expenses for supplies normally available in the office will not be reimbursed unless pre-approved by the supervisor. All supplies should be secured in the telework site and must not be used by the teleworker or others for personal purposes.

- **Phone Service and Network Access.** Provision of phone service through cellular communication devices and reimbursement for remote internet access plans is governed by university policy.

- **Travel and Incidental Costs.** The teleworker will not be paid for time or mileage involved in travel between the telework-site and the primary worksite. Unless otherwise stated in the Telework Agreement, all incidental costs, such as residential utility costs, homeowner's insurance or cleaning services, are the responsibilities of the teleworker.

- **Taxes.** Teleworkers should consult with a tax expert to determine the tax implications of a home office. The university will not provide guidance nor claim responsibility for any Federal or State tax liability.