



IUPUI

SCHOOL OF SCIENCE

Policy on Telecommuting for Staff

- This policy is in effect and was approved by the Dean on August 8, 2018, and updated on January 15, 2019.
- This policy replaces the prior IUPUI School of Science (SoS) “*Policy on Working at Home – Staff*” that was approved on 12/21/11.
- This policy is the IUPUI School of Science implementation of the IU Policy on “*Telecommuting Guidelines for on Campus Positions in Non-Emergency Situations*” and all aspects of that IU policy apply to School of Science employees. It is important that supervisors and employees review that policy.
 - http://hr.iu.edu/relations/telecommute-non_emergency.html
- Any existing telecommuting arrangements in the School of Science must be reviewed and documented to be in accord with this policy by October 1, 2018. After that date, all existing arrangements that have not be reviewed and renewed are terminated.

Purpose

To document the appropriate process for establishing working from home as a part of an employee’s regular schedule.

Working at home is not to be a regular activity for SoS staff unless formally part of the job description or the specific hiring arrangement. On rare, specific occasions for valid reasons (such as health concerns, weather, etc.), staff may work at home for a defined period of time if they have obtained prior approval to do so from their supervisor (see “Ad-hoc” description below). If working at home is to be a regular occurrence then prior approval must be obtained from the supervisor, the Dean’s office, and the appropriate paperwork described here must be completed. Per IU policy, telecommuting is not meant as an alternative for satisfying the employee's dependent care responsibilities (http://hr.iu.edu/relations/telecommute-non_emergency.html).

Telecommuting is the concept of working from home as part of your regular schedule.

Telecommuting is a privilege that may be extended by the SoS provided there is mutual benefit to such an arrangement. The SoS or the employee may terminate a telecommuting arrangement at any time without cause - at which point the employee will be expected to resume working at the appropriate campus office location.

Eligibility, Application and Approval:

For exceptional and compelling reasons, staff employees with at least one year of service in SoS may submit a request for a telecommuting arrangement to their supervisor. The employee is responsible for making the initial request to his or her supervisor in writing (via e-mail or memo). If the supervisor supports the request, he or she should then forward the proposed telecommuting plan and a recommendation to the Dean of Science for approval. Telecommuting is a privilege extended to SoS employees and is subject to a case-by-case review that will include factors of past

performance and the suitability of telecommuting given the position requirements involved. If a supervisor declines to forward the plan, he or she should explain the reason for the denial and how/or if the employee may become eligible in the future.

Telecommuting plan:

All telecommuting plans shall include the following (see the form below):

- Proposed schedule of days that the employee will be telecommuting and when they will be in the office.
- Proposed availability during telecommuting and provisions for the employee to attend face-to-face meetings on normally scheduled days when necessary.
- Proposed documentation of work such as a daily or weekly work log or summary that will be completed by the employee during the telecommuting period and submitted to the supervisor on a defined, regular basis for review (documentation style to be agreed by employee and supervisor) and filed with SoS Human Resources monthly. SoS Human Resources will retain work documentation for a period of three years.
- Proposed plan for employee to check in with supervisor daily.
- Proposed plan for supervisor to engage with the employee in answering questions, monitoring productivity and conducting the ordinary interactions needed to manage the workload and evaluate whether the arrangement continues to be mutually beneficial.
- Proposed technical plan for the materials and contact means the employee has in order to facilitate working remotely (e.g. laptop, cell phone number that can be used if supervisor or other employees need to contact, etc.). Video/phone contact to ensure seamless communication with SoS external contacts should be a part of the technical plan.
- Outline any additional equipment needs and costs.

Plans may be approved for up to a six month period at which time the supervisor will meet with the employee to review and discuss any changes needed to the telecommuting plan. Requests to renew (including any revisions or updates to the plan) should be initiated by the employee in writing and then be approved by the supervisor and the Dean. Copies of approved plans and renewals of existing plans shall be filed with the SoS Human Resource Administrator.

Ad-hoc Telecommuting:

These procedures are intended to clarify conditions under which telecommuting is approved as part of a regular work schedule. On rare occasions, employees may need to work remotely on an ad-hoc basis. Ad-hoc telecommuting sessions must be approved in advance by the employee's supervisor and documented in writing (e.g. e-mail). Supervisors shall periodically review employee requests to ensure that the working environment is equitable to all employees. Ad-hoc arrangements should include the provision for a simple daily list of the activities undertaken by the employee during that day to be submitted to the supervisor (the format of this to be agreed between employee and supervisor).

Important Note:

The employee's compensation, benefits, work status and work responsibilities will not change due to participation in the telecommuting program (or ad hoc occasions). The amount of time the employee is expected to work per day or pay period will not change as a result of participation in the telecommuting program.

Telecommuting Agreement Form

Employee Name: _____

Department: _____

Position Title: _____

Has employee worked in SoS for ≥ 1 year? Employment Start Date: _____

Provide rationale for telecommuting request:

Proposed Telecommuting Work Days and Times _____

Telecommuting Site/Contact Information:

Address: _____

Phone number: _____

Telecommuting Work Plan:

(describe the plan in detail including the elements listed below)

- Proposed schedule of days that the employee will be telecommuting and when they will be in the campus office.
- Proposed availability during telecommuting and provisions for the employee to attend face-to-face meetings on normally scheduled days when necessary.
- Proposed documentation of work such as a daily or weekly work log or summary that will be completed by the employee during the telecommuting period and submitted to the supervisor on a defined, regular basis for review (documentation style to be agreed by employee and supervisor) and filed with SoS Human Resources monthly. SoS Human Resources will retain work documentation for a period of three years.
- Proposed plan for employee to check in with supervisor daily.
- Proposed plan and schedule for supervisor to engage with the employee in answering questions, monitoring productivity and conducting the ordinary interactions needed to manage the workload and evaluate whether the arrangement continues to be mutually beneficial.
- Proposed technical plan for the employee to facilitate working remotely (e.g. computer systems for e-mail and work, phone number that can be used if supervisor or other employees

need to contact; video/phone contact to ensure seamless communication with SoS external contacts, etc.

- Outline any additional equipment needs and costs. Plan for expenses such as supplies, upkeep/repair of equipment, etc.
- How will time off be addressed? This includes the process for requesting and documenting time off.
- How workstations are to be used, i.e. shared workstations and/or office accommodations when working on campus?
- How the employee's performance is to be evaluated?
- How are hours of work recorded to ensure compliance with the record keeping and overtime requirements of the Fair Labor Standards Act?

Terms of Agreement (Apply also to any ad-hoc occasions)

1. An employee telecommuting is still obligated to comply with all university rules, policies and procedures. Violation of such rules, policies and procedures may result in immediate cessation of the agreement and possible discipline.
2. The expectations for staff to complete assigned tasks and meet deadlines will be no different than when staff are located onsite.
3. Employees working remotely are responsible for establishing a daily work schedule that is agreeable to the manager and must clearly mark their calendars with exceptions to the agreed upon work schedule.
4. Employee should be easily reached during the agreed upon standard hours.
5. This agreement may be terminated if the employee fails to meet requirements of the agreement, the supervisor fails to meet the requirements of the agreement, the supervisor or Dean determines the arrangements are not meeting the needs of the department, school, and/or the University, or if the employee and supervisor decide that the arrangement is no longer in their best interests.
6. The employee is expected to meet the expectations of the job and the requirements of this agreement. If the supervisor determines that the employee is not meeting job expectations, then the employee will be required to return to the traditional onsite work arrangement and disciplinary action may be initiated according to University policy.
7. A safe work environment must be utilized to ensure the safety of the employee and any university equipment that may be used.
8. Workers' Compensation eligibility and requirements. A designated work space shall be maintained by the employee at the alternative work location.
9. Observing any municipal zoning ordinances regulating the performance of work at home for employment purposes. Any and all tax and insurance implications of working remotely are entirely the responsibility of the employee.
10. "Nothing contained in this agreement conveys upon the employee a contract of employment".

Equipment and Access (Apply also to any ad-hoc occasions).

1. No University data of any kind should be stored on personally owned computers. Tele commuters will either be working on University owned and configured computers or using the campus VPN and remote desktop to connect to and work on their office computer.
2. The employee will provide adequate safe and secure networking.

3. All access to IU resources or network access involving the access or manipulation of IU data will only be allowed after a secure connection is made to the IU network via VPN (pulse secure) by the authorized employee only.
4. Employees will be expected to be accessible via their IU phone number either by forwarding their work number with Skype for business or a local install of appropriate hardware and software.
5. Employee agrees to provide security and protection against computer viruses or other malware by providing computer protection and performing appropriate operating system and application updates.
6. Employees will be expected to return university owned equipment to the School of Science IT group for appropriate updates, repairs or configuration changes as needed.
7. University equipment or access to university resources is limited to the employee and not to be shared with family members or any others with access to the workspace. Equipment will be password protected and passwords not shared.
8. Employee will adhere to all School of Science and University Information Technology policies.

Employee Assurances (Apply also to any ad-hoc occasions).

Employee agrees:

1. To give office staff access to the phone number and address of the alternate work site.
2. To refrain from using employee vehicles for university business unless specifically authorized by supervisor.
3. To request permission from supervisor and contact School of Science IT staff prior to moving any IU equipment to other locations in the U.S. or abroad.
4. To return all IU equipment within one week of the end of this agreement.
5. To be responsible for ensuring compliance with the plan described above to prevent others from having access to IU data of any kind.
6. To immediately report any accidents, injuries, workplace violence/harassment at the alternate worksite to supervisor.
7. To abide by governmental codes, rules, regulations, and zoning ordinances, as well as, tax implications associated with home offices.
8. To assume liability for equipment and property damage and injuries to self, third persons and/or family members at the alternative worksite as provided for under HR policy for on-the-job injuries.
9. To indemnify and hold harmless the University and its staff members, agents, officers, trustees, successors and assignees (in their official and individual capacities) from and against any and all claims, demands, judgments or liabilities (including any related losses, costs, expenses and attorney fees), resulting from, arising out of, or in connection with any injury to person (including death) or damage to property, caused directly or indirectly by the services provided hereunder by the staff member or by the staff member's willful misconduct or negligent acts or omissions in the performance of the staff member's duties and obligations under this arrangement except where such claims, demands or liability arise solely from the gross negligence or willful misconduct of the University.

Agreement

I _____(name)_____, agree to the above terms of the telecommuting agreement and the action that will be taken if I should violate these terms. I have also read the IU Policy on “Telecommuting Guidelines for on Campus Positions in Non-Emergency Situations” and I understand that all aspects of that IU policy also apply to School of Science employees.

Employee Signature

Date

This agreement is for up to 6 months. The date for renewal or cancellation is _____.

Accepted

Before signing the telecommuting agreement, the supervisor should ensure the employee understands all of the obligations as stated in the agreement.

Supervisor Name

Supervisor Signature

Date

Approved

Dean of Science Name

Dean of Science Signature

Date

Copies of the signed agreement are to be distributed to the employee, the supervisor, the SoS Dean, and the SoS Human Resources office.