



Telecommuting Policy

The **Telecommuting Policy** provides guidelines on the telecommuting program. It defines the parameters of the telecommuting arrangement. The policies must fit the existing university culture.

Telecommuting is the concept of working from home or another location on a full- or part-time basis. Telecommuting is not a formal, universal employee benefit. Rather, it is an alternative method of meeting the needs of the university. The university has the right to refuse to make telecommuting available to an employee and to terminate a telecommuting arrangement at any time. Employees are not required to telework. Employees have the right to refuse to telework if the option is made available. Both the Provost and the Vice President for Administration and Finance must approve in advance any telecommuting arrangements. Generally, full-time instructional loads may not be accomplished at distance. Telecommuting assignments will generally be of a temporary or special nature.

Positions best suited for telecommuting are positions where:

1. Activities can be effectively performed outside the office.
2. Contact with other employees and customers is predictable and can be scheduled.
3. Adequate security of data can be assured for the work handled at an alternate work site.
4. The technology needed to perform the job off-site is currently available.
5. Cyclical work does not present a problem.
6. Customer contact can be readjusted to allow for telephone communications or such contact can be conducted when the employee is in the office.
7. The use of photocopies, fax machines, or other specialized equipment can be scheduled for days the employee is in the office.

Approvals for telecommuting are 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 university's policies for telecommuting are as follows:

Compensation and Work Hours

The employee's compensation, benefits, work status and work responsibilities will not change due to participation in the telecommuting program.

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.

Authorized Closures for Inclement Weather:

Inclement weather should be discussed. Employees working at home during a university closure 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 closure would not receive special leave when the university closes unless it can be documented that they also experienced a power outage or other condition.

Pandemic Closures:

Some employees may be allowed to work at home during a university closure for pandemic conditions that may result in quarantines. Certain employees may be authorized to work at home or at an off site location, provided appropriate procedures are established to certify the accuracy of hours reported worked.

Eligibility

Successful teleworkers have the support of their supervisors. Employees will be selected based on the suitability of their jobs, an evaluation of the likelihood of their being successful teleworkers, and an evaluation of their supervisor's ability to manage remote workers. Each department will make its own selections. Graduate Assistants and student workers are not eligible.

All telecommuters must sign a **Telecommuting Agreement** and a **Telecommuting Assignment Plan**.

Equipment/Tools

The university may provide specific tools/equipment for the employee to perform his/her current duties. This may include computer hardware, computer software, phone lines, email, voice-mail, connectivity to host applications, and other applicable equipment as deemed necessary. The home department will log and checkout the appropriate equipment to the employee. It is the employee's responsibility to return the equipment back to the university.

The use of equipment, software, data supplies and furniture when provided by the university for use at the remote work location is limited to authorized persons and for purposes relating to university business. The university will provide for repairs to university equipment. When the employee uses her/his own equipment, the employee is responsible for maintenance and repair of equipment.

Workspace

The employee shall designate a workspace within the remote work location for placement and installation of equipment to be used while telecommuting. The employee shall maintain this workspace in a safe condition, free from hazards and other dangers to the employee and equipment. The university must approve the site chosen as the employee's remote workspace. Employee is expected submit three photos of the home workspace to management prior to implementation.

Any university materials taken home should be kept in the designated work area at home and not be made accessible to others.

The university has the right to make on-site visits (with 48 hours advance notice) to the remote work location for purposes of determining that the site is safe and free from hazards, and to maintain, repair, inspect, or retrieve university-owned equipment, software, data or supplies.

Office Supplies

Office supplies will be provided by the university as needed. Out-of-pocket expenses for other supplies will not be reimbursed unless by prior approval of the employee's supervisor.

Worker's Compensation

During work hours and while performing work functions in the designated work area of the home, telecommuters are covered by worker's compensation.

Liability

The employee's home workspace will be considered an extension of the university's workspace. Therefore, the university will continue to be liable for job-related accidents that occur in the employee's home workspace during the employee's working hours.

The university will be liable for injuries or illnesses that occur during the employee's agreed-upon work hours. The employee's at-home work hours will conform to a schedule agreed upon by the employee and his or her supervisor. If such a schedule has not been agreed upon, the employee's work hours will be assumed to be the same as before the employee began telecommuting.

The university assumes no liability for injuries occurring in the employee's home workspace outside the agreed-upon work hours.

The university is not liable for loss, destruction, or injury that may occur in or to the employee's home. This includes family members, visitors, or others that may become injured within or around the employee's home.

Dependent Care

Telecommuting is not a substitute for dependent care. Telecommuters will not be available during university core hours to provide dependent care.

Income Tax

It will be the employee's responsibility to determine any income tax implications of maintaining a home office area. The university will not provide tax guidance nor will the university assume any additional tax liabilities. Employees are encouraged to consult with a qualified tax professional to discuss income tax implications.

Communication

Employees must be available by phone and email during core hours. All client interactions will be conducted at the university. Participants will still be available for staff meetings, and other meetings deemed necessary by management.

Evaluation

The employee shall agree to participate in all studies, inquiries, reports and analyses relating to this program. The employee remains obligated to comply with all university rules, practices and instructions.

SOUTHEASTERN LOUISIANA UNIVERSITY STATE EMPLOYEE TELECOMMUTING AGREEMENT

This is an agreement between Southeastern Louisiana University (employer) and _____(employee) and shall cover the period from _____ through _____. This agreement establishes the terms and conditions of telecommuting.

Scope of the Agreement: The employee volunteers to participate in the telecommuting program and to follow the applicable guidelines and policies. The employer agrees with the employee's participation. Employee agrees to perform services for the Employer as a telecommuter. Employee agrees that telecommuting is voluntary and may be terminated at any time, by either the Employee or the Employer, with or without cause.

Term of Agreement: This agreement shall become effective as of the date written above and shall remain in full force and effect, as long as Employee telecommutes, unless the agreement is terminated.

Termination of Agreement: - Employee's participation as a telecommuter is entirely voluntary. Telecommuting is available only to eligible employees at the Employer's sole discretion. As such, no employee is entitled to, or guaranteed the opportunity to, telecommute. Either party may terminate Employee's participation in the program, with or without cause, upon written notice to the other party. Employer will not be held responsible for costs, damages, or losses resulting from cessation of participation in the telecommuting program. This agreement is not a contract of employment and may not be construed as such.

Work Hours, Overtime: Work hours and location are specified as part of this agreement. Work hours are not expected to change during the program. In the event that overtime is anticipated, this must be discussed and approved in advance with the manager, just as any overtime scheduling would normally have to be approved. The employee's time and attendance will be recorded as if performing official duties at the office. The employee understands that the supervisor will not accept work products resulting from unapproved overtime. The employee agrees that failing to obtain proper approval for overtime work may result in removal from the telecommuting program or other appropriate action. The employee must be available by phone and email during core hours. Participants will still be available for staff meetings and other meetings deemed necessary by management.

Leave: Employees must obtain supervisory approval before taking leave in accordance with established office procedures. The employee agrees to follow established procedures for requesting and obtaining approval of leave.

Authorized Closures for Inclement Weather:

Inclement weather should be discussed. Employees working at home during a university closure 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 closure would not receive special leave when the university closes unless it can be documented that they also experienced a power outage or other condition.

Pay Job Responsibilities and Benefits: Pay, Job responsibilities, and benefits will not change because of involvement in the program, except as they might have had Employee stayed in the office full-time, e.g., regular performance reviews will occur as

scheduled, and Employee will be entitled to any university wide benefits changes that may be implemented. Employee agrees to comply with all existing job requirements now in effect in the office. All travel entitlement will be based on the employee's official duty station, which will be the SLU main campus.

Equipment: The supervisor and the employee must agree upon the equipment to be used in telecommuting. The State is not required to provide equipment for the home office; however, with the approval of the supervisor, the telecommuter may be provided State-owned equipment necessary to perform work assignments. The Employer may provide the necessary computer, modem, software, and other equipment needed for telecommuting. Such equipment shall be checked out to the employee in accordance with the Accountability for Movable Property Policy. All of these items remain the property of the university and must be returned upon request. It is the employee's responsibility to return the equipment back to the university. The computer, modem, software, and any other equipment or supplies provided by the Employer are provided for use on university assignments. Other household members or anyone else should not use the equipment or software. University owned software may not be duplicated except as formally authorized. Employer will be responsible for insurance and maintenance of all university provided equipment.

Employee may use personal equipment for telecommuting purposes. In such cases, employee will be responsible for maintenance and insurance for the equipment.

State Owned Equipment (including telecommunication services):

Cost: The employer will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g. utilities), associated with the use of the employee's residence. The employee does not give up any reimbursement for authorized expenses incurred while conducting official business for the employer.

Liability: The employer will not be liable for damages to the employee's property resulting from participation in the telecommuting program. In signing this document, the employee agrees to hold the State harmless against any and all claims, excluding workers' compensation claims.

Dependent Care: Telecommuting is not a substitute for dependent care. Telecommuters will not be available during university core hours to provide dependent care.

Income Tax: It will be the employee's responsibility to determine any income tax implications of maintaining a home office area. The university will not provide tax guidance nor will the university assume any additional tax liabilities. Employees are encouraged to consult with a qualified tax professional to discuss income tax implications.

Office Supplies: Office supplies will be provided by the Employer as needed. Employee's out-of-pocket expenses for other supplies will not be reimbursed unless by prior approval of Employee's budget unit head.

Workers' Compensation: Employer will be responsible for any work-related injuries under Worker's Compensation laws, but this liability is limited to injuries resulting from work and only if the injury occurs in the designated work area. Any claims will be handled according to the normal procedure for Worker's Compensation claims.

Workspace: Employee agrees to designate a workspace within the Employee's remote work location for placement and installation of equipment to be used while telecommuting. Employee agrees to maintain this workspace in a safe condition, free from hazards and other dangers to Employee or equipment. Employer must approve the site chosen as the Employee's remote workspace. Employee is expected to submit three photographs of the home workspace to management prior to implementation. Any university materials taken home should be kept in the designated work area at home and not be made accessible to others. In signing this agreement, the employee verifies that the home office provides workspace that is free of safety and fire hazards. Employee agrees Employer can make on-site visits (with 48 hours' notice) to the remote work location for the purpose of inspecting the site to determine it is safe and free from hazard and to maintain, repair, or retrieve university owned equipment, software, data, or supplies. In the event legal action is required to regain possession of university owned equipment, software, or supplies, Employee agrees to pay all costs incurred by Employer, including attorney fees, should Employer prevail. The employee agrees to work at the office or telecommuting location, and not from another unapproved site. Failure to comply with this provision may result in termination of the agreement, and/or other appropriate disciplinary action.

Work Assignments: The employee will meet with the supervisor to receive assignments and to review completed work. The employee will complete all assigned work according to procedures mutually agreed upon with the supervisor.

Evaluation: The evaluation of the employee's job performance will be based on established standards. Performance must remain satisfactory to remain a telecommuter. Employees will not be allowed to telecommute while on a performance improvement plan (PIP).

Records: The employee will apply safeguards, which are approved by the employing state agency to protect records from unauthorized disclosure or damage. All records, papers and correspondence must be safeguarded for their return to the office.

Participation in Evaluation: The employee and supervisor agree to promptly complete and submit telecommuting evaluation materials and to attend periodic group meetings for the telecommuting program.

Work Hours and Location: The following are the working hours and locations, which are agreed to as a part of the Telecommuting Agreement:

Official Work Location: _____

Telecommuting Location: _____

General Work Hours:

	(Hours)	*(Location) O=Official Office T=Telecommuting
Monday:	_____	_____
Tuesday:	_____	_____
Wednesday:	_____	_____
Thursday:	_____	_____
Friday:	_____	_____
Saturday:	_____	_____
Sunday:	_____	_____
Daily Lunch:	_____	

Telecommuters Work Assignment Plan: (Attach a Telecommuters Work Assignment Plan which includes a description of duties; how work output will be reviewed and monitored; and how supervision will be provided.)

We agree to abide by the terms and conditions of this agreement.

Employee: _____	Date: _____
Supervisor: _____	Date: _____
V. P. for Admin. & Finance: _____	Date: _____
Provost: _____	Date: _____

Southeastern Louisiana University Telecommuter's Assignment Plan

This **Telecommuter's Assignment Plan** is completed to define the specifics of telecommuting such as frequency, type of work to be completed, the number of times the employee should communicate with the office, etc. The Assignment is completed by the telecommuter and the telecommuter's supervisor and/or budget unit head.

Telecommuting, or working from another location such as home or an office close to home, is an assignment that the university may choose to make available to some employees when a mutually beneficial situation exists.

Telecommuting is not an employee benefit, but rather an alternative method of meeting the needs of the university. Employees do not have a "right" to telecommute. The arrangement can be terminated by either the employee or the university at any time.

Conditions for telecommuting agreed upon by the telecommuter and his/her supervisor:

1. The employee agrees to work at the following location:

2. The employee will telecommute _____ days per week.
3. The employee's work hours will be from _____ a.m. to _____ p.m. The employee agrees to be available by phone and email during these core hours.
4. The following is a list of the tasks/assignments to be worked on by the employee at the remote location, with expected delivery dates:

Task	Delivery Date
_____	_____
_____	_____
_____	_____
_____	_____

5. The following is a list of scheduled meetings for supervisor/employee discussions to review progress on the assigned tasks:

6. The employee agrees to participate in all studies, inquiries, reports and analysis related to this program.

I have reviewed the telecommuter's assignment with _____ prior
to his/her participation in the university's telecommuting program.

Date	Supervisor Name	Signature
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The above material has been discussed with me.

Date	Employee Name	Signature
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