

MURC Telecommuting Procedures and Agreement

MURC-HR Policy 003
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Approvals to Telecommute

Recurring or Regular-Basis Telecommuting is approved via a written telecommuting agreement. Such an agreement contains but is not limited to the following information:

- (a) The agreed upon purpose of telecommuting
- (b) The duration, timeframe, and frequency of telecommuting
- (c) The information with regard to supervision, oversight, safety, accountability, compliance, progress reporting, and/or on-site time.

It is understood that the person(s) approved to telecommute and those who have approved the requests have reviewed the agreement and understand and agree

- (a) That tasks can be accomplished in a telecommuting mode
- (b) That the outcome of the task can be evaluated quantitatively or qualitatively for completion at acceptable standards of quality
- (c) That any requirements for the employee to be present on-site while the task is being performed have been clarified

Types of Telecommuting

Recurring or Regular-Basis Telecommuting: Approvals to telecommute on a recurring or regular basis must be approved by the employee's immediate supervisor and MURC's Executive Director. A copy of the approved telecommuting agreement must be provided to the Director, MURC Human Resources, in advance of the beginning of the telecommuting.

Ad-Hoc, Occasional Telecommuting: Telecommuting on an ad-hoc or occasional basis may be approved by the employee's immediate supervisor without the need to complete a Telecommuting Request Form.

Ad-hoc telecommuting is a work arrangement and is not a substitute for leave when an employee is unable to work. An employee who is able to perform the work expected that day and remain available during scheduled working hours may request ad-hoc telecommuting, subject to supervisor approval. Appropriate leave must be recorded for any portion of the workday not worked. Employees with recurring or longer-term medical needs should contact MURC Human Resources to discuss applicable leave or accommodation options.

Other considerations:

- The employee should obtain approval in advance when practical
- The supervisor will be made aware of the employee's location and schedule
- The employee must remain reachable and keep their calendar or status information current as appropriate
- The same performance, service, timekeeping, confidentiality, and security expectations apply as when working on-site

Revocation of Approval to Telecommute

Approvals to telecommute shall expire at the date listed in the telecommuting agreement. MURC reserves the right to decline approval of any telecommuting proposal at any time or to revoke any

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existing telecommuting agreement at any time for any reason or for no reason. The obligation to report to the assigned office for non-telecommuting work shall exist at the first normally assigned work period or shift commencing after the expiration of the telecommuting agreement or after notification of revocation of the telecommuting agreement.

Alternate Work Place

Telecommuting agreements must state the physical location at which telecommuting work will be performed. In consideration of approving a telecommuting agreement it is understood by MURC Administration that the employee will identify or provide a designated workspace that will be maintained in a clean, professional, and safe condition. Any change in physical location for telecommuting other than that reflected in an approved telecommuting agreement must be communicated by the employee and accepted by MURC in advance of the change.

Liability and Benefits

MURC shall provide worker's compensation coverage and liability insurance protection to any employee performing work under an approved telecommuting agreement. MURC assumes no liability or responsibility for any activity, incident, event, damage, or injury which is not associated with or does not result from the performance of officially assigned job duties and/or for which MURC has no ability to control. MURC also assumes no responsibility at any time for damages or losses of any kind to personally-owned property or the property of parties other than MURC and the telecommuting employee. Any tax implications related to telecommuting and the use of alternate work locations are the responsibility of the employee.

Expenses

Expenses for modification of alternate work locations, for provisions of any equipment necessary to perform the telecommuting work, must be understood and agreed to specifically by MURC and by the telecommuting employee, and must be incorporated into the telecommuting agreement. No expenses other than salary and benefits may be provided to a telecommuting employee except those which may be set forth and included in an approved telecommuting agreement.

Equipment

Departments may provide MURC-owned equipment to the telecommuting employee, or personally-owned equipment may be used. If personally-owned equipment is used, it is essential that the equipment and software used be compatible with systems used by MURC. If a personally-owned computer is used, MURC/Marshall University-owned software should not be installed on the computer unless permitted and installed by MU Computing Services. Each department shall keep records of equipment assigned to telecommuters and the equipment shall be itemized on the telecommuting agreement. When/if telecommuting ends, all MURC-owned equipment must be returned to the responsible department or to its original location.

Records

Employees approved to telecommute will apply safeguards to protect from any unauthorized disclosure, loss or damage of any MURC records or information that may be in their possession in connection with their telecommuting. Work done at the telecommuting location is considered official MURC business, and all work products such as files, tables, reports, databases, programs, etc. created during telecommuting are the property of MURC and are considered official records. All records, papers, correspondence, or computer media must be safeguarded. MURC reserves the right to recover any of its property from personally-owned computers, and provision of such records as required is condition of approvals to telecommute. Telecommuters agree not to remove from personally-owned computers any

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such files until obligations to provide them to MURC have been satisfied or until MURC has released the telecommuter from such obligations.

Ethical and Work-Life Issues

Those who are telecommuting represent MURC during the conduct of their telecommuting. Therefore, employee behavior during telecommuting must reflect honorably upon MURC, and no activities may be undertaken during telecommuting that would reflect negatively on MURC or that would create a violation of MURC policies and procedures.

Professionalism in terms of job responsibilities, work output, work quality and quantity, and relationships with supervisors, peers, and clients is unchanged as a result of telecommuting. In addition, there must not be an undue hardship placed on the telecommuter's peers in order to maintain quality and quantity of work. While there is no prohibition on the presence in the alternate work location of children or other family members who may require time and attention from the telecommuting employee, nothing in telecommuting agreements shall be construed to offer release time to the telecommuting employee to provide time or care to family members unless the work schedule has been especially configured to provide such time. This must be requested and reviewed in advance.

Employee

Date

Supervisor

Date