Telecommuting Guidelines

The University of Oklahoma allows departments to establish telecommuting guidelines when special circumstances arise and it is the best interest of the University to do so.

Telecommuting is defined as work and transportation alternatives that substitute home-to-work commuting with the option of working at home or at satellite work locations for all or part of the employee’s assignment for no more than 90 days unless a business need exists that requires a different timeframe. This policy applies to exempt employees only. Exceptions for non-exempt employees to telecommute may include campus closure where critical work may be performed at the telecommuting site. Requests will be considered on a case-by-case basis. Telecommuting may not be granted without formal notice and approval by the employee’s supervisor and in some instances VP approval.

In the event of a pandemic, the University may institute “social distancing” telecommuting policies. In other words, employees who are not identified as essential may be directed to stay away from work. Those employees should be directed to work from home when possible. In these emergency circumstances, a Telecommuting Agreement form does not need to be completed.

Procedures and Requirements:

A. Telecommuting Agreement
   1. A Telecommuting Agreement is not a contractual agreement. The university is an at-will employer.
   2. A Telecommuting Agreement must be signed by the employee, his or her supervisor. Signed agreements will be kept in the departmental HR area in the employee’s personnel file.
   3. The employee, supervisor, department head and/or director may terminate the telecommuting agreement at any time with or without notice. Every attempt will be made to give reasonable notice.
   4. A review process shall be established between the employee and supervisor to evaluate the telecommuting arrangements and to assure that work standards continue to be met, including computer monitoring where a computer is used to perform required work. It is recommended that evaluation meetings be held at least every three months during the first year of the agreement, if a business need requires a timeframe greater than 90 days. Quality and quantity of work performed off-site must be equal to work performed at the employee’s normal work assignment during the same number of hours. Supervisors will be required to show that comparable work is being performed.
   5. The Telecommuting Agreement shall be reviewed and renewed every 90 days.
   6. Not all requests to telecommute can be approved given that certain position job duties and departmental operating requirements are not suited for telecommuting arrangements.
B. Eligibility
   1. Generally, requests to telecommute will be considered when:
      a. There is a substantive need for an employee to telecommute for a limited period of time.
      b. The employee has demonstrated sustained high performance, and when the supervisor believes that the employee can maintain the expected quantity and quality of work while telecommuting.
      c. Quality of service can be maintained for students, faculty, and other members of the DEPT and University community.
      d. Telecommuting is appropriate considering the nature of the employee’s job.
   2. Generally, requests to telecommute will not be considered when:
      a. The nature of the job requires the employee’s physical presence (e.g., telecommuting may not be appropriate where the employee must supervise the work of other employees), or efficiency is compromised when the employee is not present.
      b. The employee’s performance evaluations do not indicate sustained high performance.
      c. The employee’s observed productivity levels are problematic.
      d. The employee requires close supervision as indicated, for example, by the employee’s consistent need for guidance on technical matters.
      e. The employee has less than six months of service in their position.
      f. The employee has received disciplinary action or has a demonstrated attendance problem.

C. Work Assignments and Supervision
   1. The telecommuter and his or her supervisor shall mutually agree upon modes of communication (i.e., telephone, fax, network access, or e-mail).
   2. During established work hours, family care demands shall not compete with work except in the case of emergency, and family care needs shall not in themselves be sufficient reason for establishing a telecommuting agreement. Telecommuting shall not be a substitute for day care. Other personal business shall not be conducted during schedule work hours.
   3. The employee may be required to attend department meetings. Travel expenses incurred by the telecommuter for campus meetings are his or her responsibility.
   4. Employees are expected to follow the leave policy and schedule personal time off for illness, vacation, or other personal business.

D. Work Performance
   1. Employee is responsible for maintaining availability, levels of production at the expected standard, and quality of work at the expected standard while telecommuting. Inadequate availability, reduced work production and/or work quality may be cause for modifications or termination of Employee’s participation in telecommuting. In such instances, the Employee may be required to return to work in the office work place.
2. On a non-telecommuting day, including periods of severe weather or emergency closing, the telecommuting Employee may not choose to work at the telecommuting site and receive pay for work at the site unless supervisor approval is received in advance or prior to any work performed at the home work place.

E. Work Space and Equipment
1. A designated work space shall be maintained by the telecommuter that is conducive to working and free of hazards.
2. Office supplies will be provided by DEPT; however, out-of-pocket expenses for supplies normally available in the office will not be reimbursed. DEPT shall not provide office furniture.
3. Equipment such as computers, printers, software, and services such as fax lines provided on loan by DEPT remain the property of the University while on loan, and must be returned upon termination of the telecommuting arrangement; they can only be used for department or University business.
4. If University equipment is provided, each piece of equipment must be listed with its serial number on the Telecommuting Agreement when the employee takes possession.
5. Employees must return the equipment in the same condition in which it was originally received, minus normal wear and tear. Employees are personally liable for missing or damaged equipment.
6. The University does not assume liability for loss, damage, or wear of employee-owned equipment.

F. Conditions of Employment and Evaluation
1. All employment responsibilities and conditions (e.g., compensation, benefits, paid leave, rights, and privileges and disciplinary procedures) apply at the telecommuting site.
2. The criteria for evaluation of the telecommuter’s performance shall be the same as for on-site employees.

G. Work Site Safety, Occupational Injuries and Illnesses
1. Because the employee’s home work space is an extension of the University, the telecommuting employee is covered by workers’ compensation insurance during the course and scope of employment during the approved work schedule, and in the designated work location. The telecommuter is responsible for immediately informing his or her supervisor of any work-related injury or illness.
2. To ensure safe working conditions exist, the DEPT retains the right to make on-site visitation of the home work space.

H. Security
1. Restricted-access materials shall not be taken out of the office or accessed through the computer unless approved in advance by the supervisor and the head of DEPT IT.
2. Telecommuters are responsible for making sure that non-employees do not access University data, either in print or electronic form.
Indemnification
The employee agrees to defend, indemnify, and hold harmless the University, from and against any and all claims, demands or liability (including any related losses costs, expenses and attorney’s fees) resulting from, or arising out of injury to or death of third persons including, but not limited to, the employee’s family members caused directly or indirectly by the employee’s willful misconduct, negligence, or omissions relating to his/her duties and obligations under this Agreement, except where such claims, demands, or liability arise from the University’s negligence.

Instructions: Contact your supervisor to request to telecommute; if approved complete with your supervisor.

Telecommuter name: ___________________________ Date: ______________________

Dates:
Date telecommuting will begin: _____________________________________________

Date telecommuting agreement is scheduled to end: _______________________

Performance requirements and expectations:
List expectations or indicators for performance during the term of this agreement (schedule, quality of work, productivity, for example):
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Contact information:
___ Norman employees must use OU Exchange
___ HSC employees must use HSC Outlook Web Mail
___ Employee phone number during telecommuter hours: _______________________
___ Voice mail/answering machine phone number: ______________________________
___ Other: __________________________________________________________________
**Telecommuting Work Schedule:**

<table>
<thead>
<tr>
<th>Day of Week</th>
<th>Beginning/Ending Times</th>
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<tbody>
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</table>

**Schedule of required meetings:**

<table>
<thead>
<tr>
<th>Day of Week</th>
<th>Time of Meeting</th>
<th>Location of Meeting</th>
<th>Title/Purpose of Meeting</th>
<th>Frequency of Meeting</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

**Methods of contact:**

<table>
<thead>
<tr>
<th>CONTACT</th>
<th>IN PERSON</th>
<th>TELEPHONE</th>
<th>E-MAIL</th>
<th>OTHER</th>
<th>COMMENTS (Include frequency)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clients</td>
<td></td>
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<tr>
<td>Co-Workers</td>
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<td>Manager/ Supervisor</td>
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<td>Others</td>
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</tbody>
</table>

**Schedule of availability for contact:**

- Day: __________ From time: __________ To time: __________
- Day: __________ From time: __________ To time: __________
- Day: __________ From time: __________ To time: __________
- Day: __________ From time: __________ To time: __________
- Day: __________ From time: __________ To time: __________

How will incoming calls directed to employee be handled on telecommuting days?

________________________________________________________________________
Employee will check voicemails at least _____ times per day.

Long distance phone charges will be handled as:
   ___ By reimbursement upon receipt of telephone bill
   ___ No long distance telephone calls are authorized

**Computer information:**
Access to the department’s local area network by means of standard remote access software is approved.
   ___ Yes
   ___ No

Employee is authorized to use the following University of Oklahoma (department name here) equipment at the telecommuting site:

Equipment: ______________________________ Dept #: ______________________
Equipment: ______________________________
Equipment: ______________________________
Equipment: ______________________________
Equipment: ______________________________
Equipment: ______________________________
Equipment: ______________________________

**Please Note:** University of Oklahoma equipment shall be returned to the department immediately upon dissolution of this agreement or upon the termination of employment.

**Telecommuter job duties and responsibilities:**
Describe the specific work assignments to be performed at the telecommuting site.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
NOTE: In case of injury, theft, loss or liability, employee is to notify the supervisor immediately. Agents of the University of Oklahoma are to be permitted to investigate and/or inspect the work site.

Reimbursement information:
The University of Oklahoma will not pay or reimburse for time involved in travel between the University of Oklahoma work site and the telecommuting site or any purchase, service charge or cost related to telecommuting that is not specified in the agreement or for which prior supervisory approval is not obtained.

Termination:
Unless specified in other arrangements agreed upon by employee and supervisor, the University of Oklahoma or supervisor may terminate this agreement at any time.

Agreement:
These conditions are agreed upon between _______________(telecommuter) and _______________(authorized representative) of _______________(department) at the University of Oklahoma.

I have read and understand this agreement and agree to abide by and operate in accordance with the terms and conditions described in this agreement. I agree that the sole purpose of this agreement is to regulate the schedule of work and that it constitutes neither an employment contract nor an amendment to any existing contract.

Employee Signature: ________________________________ Date: _______________

Supervisor Signature: ________________________________ Date: _______________

Dean/Director/Department Head Signature: ________________________________

Date: _____________________