

Illinois International Telecommuting Agreement

The University of Illinois considers telecommuting to be a viable alternative work arrangement in cases where individual, job and supervisor characteristics are suited to such an arrangement. Telecommuting allows an employee to work at home, or other approved remote location, for all or a part of their regular workweek. Telecommuting is a work alternative that may be appropriate for **some employees and some jobs. It is not an entitlement; it is not a University-wide benefit; and it does not change the terms and conditions of employment with the University of Illinois.**

Informal, short-term work from home arrangements may also be made for employees to the extent practical for the employee and the organization. Such informal arrangements are not the focus of these guidelines and are covered in the Flextime Work Schedules policy

The Decision to Telecommute

1. The decision to offer a telecommuting arrangement is dependent upon the judgment and discretion of the managing supervisor. Either an employee or a managing supervisor can suggest telecommuting as a possible work arrangement. Before entering into any telecommuting arrangement, the employee and supervisor will evaluate the suitability of such an arrangement paying particular attention to the following areas:
 - Employee Suitability - the employee and supervisor will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters. Successful telecommuting traits include the ability to work independently, organization and time management skills, self motivation, and a results orientation.
 - Job Responsibilities - the employee and supervisor will discuss job responsibilities and general tasks to be accomplished to determine if the job is appropriate for a telecommuting arrangement.
 - Equipment needs, work space design considerations, and scheduling issues
2. Individuals requesting formal telecommuting arrangements, or being considered for such arrangements, must have been employed with an Illinois International Unit for a minimum of 12 months of continuous, regular employment and must not have performance or attendance issues.. In special circumstances, the twelve month waiting period can be waived by the hiring supervisor in consultation with the Executive Director or Human Resource Director.
3. If the employee and supervisor agree to a telecommuting arrangement, a telecommuting agreement will be prepared and signed by all parties and the arrangement will begin.

Terms and Conditions of Telecommuting Arrangements

4. All telecommuting arrangements will be made for a set period of time as determined by the managing supervisor, subject to renewal at the end of the agreed upon time period, not to exceed 12 months.

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5. The employee and supervisor will agree on the number of days of telecommuting allowed each week, the work schedule the employee will customarily maintain, and the manner and frequency of communication. The employee agrees to be accessible by Lync/Skype for Business, phone and University email during the agreed upon work schedule.
6. Communications between the telecommuter and supervisor will be more formal during the early stages of the telecommuting arrangement. After ascertaining that the arrangement is meeting intended objectives, the supervisor and telecommuter will communicate at a level consistent with employees working at the office or in a manner and frequency that is appropriate for the job and the individuals involved.
7. Employees entering into telecommuting arrangements must be available for and participate in meetings in accordance with the normal demands of the job. The supervisor will ensure that on-site staff include the telecommuter in meetings as appropriate, using teleconference or other electronic means. If necessitated for business purposes, telecommuting employees may be asked to report to the University workplace to attend meetings.
8. Telecommuting employees remain obligated to comply with all University rules, policies, practices and procedures. Violation of such rules, practices and procedures may result in immediate termination of the arrangement and possible disciplinary action.
9. Accrual of leave benefits and requests for sick leave and vacation usage will follow the same policies and procedures as those used at the on-site work location.
10. The availability of telecommuting is a flexible work arrangement for employees of the Illinois International Programs that can be discontinued at any time at the discretion of the employer. Every effort will be made to provide 10 working days notice of such a change to accommodate commuting and other problems that may arise from such a change. However, the employer reserves the right to terminate the arrangement without notice if circumstances require such action. An employee can also be temporarily assigned full-time to his/her on-site office location, if necessitated by business purposes.
11. Employees entering into a telecommuting agreement may be required to use shared workstations and/or office accommodations when working on-site.

Performance Evaluation

12. .Expected outputs will be documented quarterly to ensure that they are mutually understood by the employee and his or her supervisor. Evaluation methods will include frequent interaction by phone and/or e-mail between the employee and the supervisor, regular face-to-face meetings to assess work progress, discuss problem areas, and completion of the quarterly Telecommuting Assessment Form. (See Attachment)

Equipment and Supplies

13. The managing supervisor will determine, with information supplied by the employee and others involved, the appropriate equipment and communication services needs (including hardware, software, modems, phone and data lines, facsimile equipment, photocopiers, etc.) for each telecommuting arrangement on a case-by-case basis. Equipment supplied by the organization will be maintained by the organization. Equipment supplied by the employee will be maintained by the employee. The University accepts no responsibility for damage or repairs to employee-owned equipment.

Equipment supplied by the organization is to be used for business purposes only. The employee and employing department will complete a University Inventory Loan Agreement Form for University equipment to be used in the telecommuting arrangement. A copy of the appropriate form signed by both the employee and supervisor shall be retained in the department. The telecommuter agrees to take due care to protect the items from damage or theft. Upon termination of employment or of the telecommuting arrangement, all University property will be returned to the University.

14. The University will supply the employee with appropriate office supplies (pens, paper, etc.) for successful completion of job responsibilities.

Work Environment

15. Telecommuting is **not** designed as an alternative for satisfying an employee's dependent care responsibilities. Prospective telecommuters are expected to discuss expectations of telecommuting with family members prior to entering into an agreement, and to establish dependent care arrangements that will not interfere with work completion.
16. In the event the telecommuting arrangement involves use of the employee's home, the employee will establish an appropriate work environment within their home for work purposes. The University will not be responsible for costs associated with initial setup of the employee's home office such as remodeling or lighting, or the cost of utilities. Employees can request assistance in setting up a workstation designed for safe, comfortable work. The University reserves the right to inspect the employee's home work site for conformance with minimal work place requirements including possible work hazards and to suggest modifications.
17. Injuries sustained by the employee while at their home-based work location and in conjunction with their regular work duties are normally covered by the University's workers' compensation policy. Telecommuting employees are responsible for notifying the supervisor of such injuries in accordance with organization's worker's compensation procedures. The employee is liable for any injuries sustained by visitors to their work site. **(See Worker's Compensation language to follow.)**
18. Consistent with the organization's expectations of information asset security for employees working at the office full-time, telecommuting employees will be expected to ensure the protection of University information accessible from their home office. Steps include, but are not limited to, use of locked file cabinets, disk boxes and desks, regular password maintenance, and any other steps appropriate for the job and the environment.

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19. Individual tax implications related to the home-based work space shall be the responsibility of the telecommuting employee.

Restrictions

20. Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to record all hours worked in a manner designated by the organization. Hours worked in excess of those specified per day and per workweek, in accordance with state and federal requirements will require the advance approval of the supervisor. (Per attached policy.) Failure to comply with this requirement can result in the cessation of the telecommuting agreement.
21. These telecommuting guidelines should not be applied to University employees represented by collective bargaining units without prior discussion with IIP Human Resources and union representatives. In the event that a telecommuting arrangement is being considered for a union represented employee IIP Human Resources must be consulted for advice on appropriate action.

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I have read and understand the attached Telecommuting Guidelines, and agree to the duties, obligations, responsibilities, and conditions for telecommuters described in that document.

I agree that, among other things, I am responsible for establishing specific telecommuting work hours consistent with the quantity of normal work hours, furnishing and maintaining my work space in a safe manner, respecting established telecommuting protocols, and employing appropriate measures to protect University assets and information.

I understand that the University may at any time change any or all of the conditions under which I telecommute, or terminate the telecommuting arrangement.

The specific nature of this telecommuting arrangement is detailed below.

Date: _____

Name of Unit: _____

Name of Executive Director:

Name of Supervisor: _____

Name of Employee: _____

Time Period for Arrangement: **Start Date** _____

End or Renewal Date: _____ **(not to exceed 12 months)**

Description of Remote Work Location:

Employee residence (address and phone):

Description of work space at remote location:

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Telecommuting Schedule:

Telecommuting will occur on a weekly basis as follows:

Regular telecommuting work hours:

Equipment and Assets:

University assets to be used at remote work location (description and ID numbers): _____

University information systems to be accessed from remote work location:

Non-university equipment to be used at remote work location:

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Work Description:

Description of work to be performed via telecommuting arrangement:

Communications and Feedback:

Description of communication protocols established for the arrangement:

Performance evaluation criteria:

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Restrictions:

FLSA restrictions that apply to the arrangement:

Note: Non-exempt University employees are subject to hourly time reporting and overtime requirements. Any telecommuting arrangement involving non-exempt staff must conform with these restrictions.

Other:

I agree to the terms of this agreement: Employee _____

Supervisor _____

Tech Support _____

Human Resources _____

Executive Director _____

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WORKERS' COMPENSATION

The University will provide benefits in accordance with the Illinois Workers' Compensation Act and the Illinois Occupational Disease Act.

Supervisors shall have the responsibility to inform all employees, including those who may participate in telecommuting arrangements, of their rights and responsibilities under coverage of the Illinois Workers' Compensation Act and the Illinois Occupational Disease Act. Such information shall include providing employees with specific instructions about what to do in case of an on the job accident or injury. The employee shall be informed of the requirement for prompt notification of accident or injury to the supervisor and of designated medical facilities where treatment is provided.

The injury on the job of a telecommuting employee is treated the same as an on the job injury to any other employee while in the course and scope of employment. If the employee is working at home or another approved off-site location, the term "course and scope of employment" is limited to the hours and location described in the telecommuting agreement. The employees' home work location is an extension of his/her office or primary work site. Injuries occurring in the off-site location during agreed upon work hours are covered under workers' compensation, just as an injury would be if it occurred at the on-site work location.

In the event of an injury, the telecommuting employee must:

1. Immediately contact his/her supervisor to report the incident.
2. The supervisor should notify Illinois International Business Operations about injury.
3. The employee should complete the University of Illinois Employee's Injury Report Form (link under item 'c' below) and return it to the Illinois International Business Operations Office.
4. The employee should promptly seek medical care and follow the campus-specific guidelines provided under the Workers' Compensation links below:
 - a) General Workers' Comp information: <http://www.legal.uillinois.edu/wc/index.html>
 - b) Workers' Comp FAQs: <http://www.legal.uillinois.edu/wc/wcfaq.html>
 - c) Injury reporting forms: <http://www.legal.uillinois.edu/wc/reports.html>
 - d) Injury brochures: <http://www.legal.uillinois.edu/wc/brochures.html>
 - e) Workers' Compensation policy links: <http://www.legal.uillinois.edu/wc/policies.html>

Questions about work-related injuries should be directed to the Illinois International Business Operations Office, 217-244-9964, 507 E. Green Street, Suite 401, M/C 417, Champaign, Illinois, 61820.

SAFETY

The participant will designate a certain part of the home as the area where work is to be performed. Based on descriptions of the work area, and possible on-site inspections, a determination should be made by the supervisor that the site is adequate, both in terms of utility and safety for performance of assigned work and installation and use of equipment. The participant, in initial discussions with the supervisor, should be made aware that:

1. Management may deny an employee the opportunity to participate or may rescind a telecommuting arrangement based on safety problems or lack of compliance with safety requirements in the home.

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2. During the specified time periods of work, with appropriate notice, the University may make on-site visits to the off-site workplace to determine if the work site is safe and free from hazards, and to maintain, inspect or retrieve University owned equipment, software, and supplies.

LIABILITY

The University will not be liable for damages to an employee's personal or real property during the course of performing his/her assigned duties and responsibilities in a telecommuting arrangement.

The telecommuting employee remains liable for injuries to third persons and/or members of the employee's family arising from the employee's premises.