



Amended Approved by: Chancellor

Date: 8/31/2021

Michael Alexander

Michael Alexander, Chancellor

As Amended

## Telecommuting Policy

### HR-14-15-6

The University of Wisconsin-Green Bay Telecommuting Policy has been created in accordance with [SYS 1228: Telecommuting](#). As part of an evolving workforce management strategy, and reflective of both the labor marketplace and an interest in maximizing operational efficiency, UW-Green Bay seeks to expand opportunities for flexible working arrangements for our employees. Telecommuting provides greater flexibility to employees in balancing work and personal obligations, allows for creative space allocation on the campuses, and may improve employee satisfaction and retention rates. Therefore, UW-Green Bay is committed to supporting telecommuting arrangements as much as possible when it is beneficial for both the employee and the institution.

This Telecommuting Policy outlines how [SYS 1228: Telecommuting](#) will be interpreted at UW-Green Bay to establish telecommuting arrangements with eligible employees.

### Eligibility:

An employee is eligible to request to telecommute so long as:

1. The employee's job duties (as documented in their position description) can be fulfilled from a remote location.
2. The work unit and institution have the ability to monitor or measure the work product produced by the employee during the period of telecommuting.
3. The employee has all tools required for their job available to them at the remote location, as determined by the employee's supervisor.
4. The employee can certify that their remote workspace meets minimum safety requirements.



## UW-Green Bay Definitions:

**Telecommuting:** An employment arrangement in which an employee performs their job functions from an approved alternate worksite other than the employee's primary campus location (main office) or another UW-Green Bay campus location, one or more days per month on a standard and recurring basis.

**Intermittent Telecommuting:** An unplanned period of telecommuting arising out of transient and specific circumstances (e.g. illness, weather emergency, temporary school closure, etc.) lasting no longer than ten business days.

**Continuous Telecommuting:** An arrangement for continuous part-time or full-time telecommuting lasting at least two weeks in length and subject to at least an annual review.

## Telecommuting Agreements:

1. **Intermittent Telecommuting** is permitted for an eligible employee without a formal written agreement upon the mutual consent of the employee and their supervisor.
2. **Continuous Telecommuting** arrangements must utilize the [Telecommuting Agreement](#) and the agreement must be approved by the supervisor.

Telecommuting agreements are approved on a case-by-case basis at the discretion of the employee's supervisor consistent with the student-focused mission of the university and the needs of the respective unit/department. Supervisors are expected to consider equity among like-positions, employee preference, and organizational need when entering into discussions around telecommuting. If the worksite is outside of the state of Wisconsin, approval by the Chancellor or Chancellor's Designee is required due to payroll tax and worker's compensation considerations. As noted in campus [grievance policies](#), the denial of a telecommuting request is not a disciplinary action and is therefore a non-grievable subject. Area Leaders will be provided periodic reports of the telecommuting agreements approved for their areas.

If an exempt (salaried) employee is requesting a general approval to telecommute as needed without a formalized on-campus schedule, they should complete the entire telecommuting agreement aside from the "typical schedule on-site" and "typical schedule off-site" sections under *Telecommuting Schedule*. This will allow for more flexible arrangements to be worked out between the employee and their supervisor based upon the needs of the employee and the department. Non-exempt (hourly) employees must have a schedule confirmed with their supervisor as part of the telecommuting agreement.



Faculty and instructional academic staff (IAS) inherently have significant flexibility in work arrangements due to their primary job responsibilities of teaching, scholarship, and/or service. Therefore, a telecommuting agreement is only necessary for faculty and IAS if it is reasonably expected that the employee's sole worksite is elsewhere (i.e. the hired FA/IAS member is located outside of the state of Wisconsin). When a telecommuting agreement is required for Faculty and IAS, they should complete the entire telecommuting agreement aside from the "typical schedule on-site" and "typical schedule off-site" sections under *Telecommuting Schedule*. Regardless of whether an agreement is required, Faculty and IAS are responsible for ensuring the Telecommuting Expectations below are met when working at an alternative site.

## Telecommuting Expectations

### Work Performance

A telecommuting 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 reduced work quality may be cause for modifications or termination of an employee's participation in telecommuting. In such instances, the employee will be required to return to the work place and the telecommuting agreement will be terminated.

### Communication

The employee understands that effective communication is essential for the telecommuting arrangement to be successful. The employee will be available by phone, email, and virtual meeting platforms (i.e. Teams, Zoom, etc.) during scheduled telecommuting work hours. The value of participation and contact with co-workers, students, and supervisors is understood, thus most arrangements will require telecommuting employees to have designated periods of work time on-campus.

### Time and Leave Administration

Employees who are not FLSA-exempt must report actual hours worked and may not work overtime, or additional hours that generate night or weekend differentials, without receiving supervisor approval in advance of the overtime work being performed. Night and weekend differentials are not available when a telecommuting employee chooses to shift their work hours into a night or weekend period for the employee's benefit or convenience.

Employees will utilize available personal or annual leave time to accommodate personal business or appointments following normal approval process in advance of the requested time off.

**OFFICE OF HUMAN RESOURCES AND WORKFORCE DIVERSITY**  
**GREEN BAY | MARINETTE | MANITOWOC | SHEBOYGAN**



## Records Management

All work-related documents should be stored on local institution network drives or in cloud storage utilized by the local institution to ensure data is backed up. Work documents should not be stored on local or personal workstation hard drives. Employees must obey all UW System and local institution policies related to remote access to UW System IT assets, information security, and data protection. Employees using UW System IT resources to work remotely are fully obligated to comply with [Regent Policy Document 25-3. Acceptable Use of Information Technology Resources](#). If paper files will be stored at the remote workplace, the telecommuting agreement must describe how these files will be secured against unauthorized access and maintained.

Telecommuting may require the employee to take confidential information to the telecommuting site. The employee will take reasonable precautions to prevent disclosure of any confidential information as outlined on the [Employee Confidentiality Agreement](#).

## University-Provided Equipment

Employees are provided one work station set-up. Additional University-provided equipment at home is not an entitlement of telecommuting employees. Depending on the job, movement of equipment off campus for the purpose of telecommuting will vary and is determined by the supervisor following the below guidance. Any exceptions to these must be approved by the Division of Information Technology (IT).

1. The following equipment has been approved by IT to be moved off-campus as needed: Laptops, tablets, smartphones, monitors, keyboards, mice, webcam, speakers, and docking stations.
2. The following equipment is not approved by IT to be moved off-campus: Desktops, VOIP phones, printers, scanners, copiers, and credit card processors.
3. Telecommuting employees must abide by the university's policies covering acceptable use, information security, software licensing, internet access, and data privacy.
4. Maintenance on university-owned equipment will be performed by a university authorized technician. The employee will be responsible for bringing the equipment to the employer-designated location for maintenance as needed.
5. Any damage to University-owned equipment should be reported to the IT Help Desk as soon as possible. Outside of typical wear and tear, the cost to repair damaged equipment may be the responsibility of the employee.



6. Maintenance, repair, and troubleshooting of employee-owned equipment is the responsibility of the employee. The university is not liable for such equipment even if the employee is engaged in university work at the time of malfunction.
7. Personally-owned devices and software must be maintained by the employee, including but not limited to; up to date anti-virus software, security patches, firewall, internet connection, etc.
8. Employees must return all university-owned equipment to the university when requested by their supervisor, when the agreement ends, or when employment is terminated.
9. Upon approval of a telecommuting agreement, the supervisor is responsible for reporting all University-owned assets moving to the telecommuting site to IT via the established procedure. And, as outlined on the [Separation Checklist](#), the supervisor is accountable for ensuring that all equipment is returned upon employee separation.

## Expenses

1. The following expenses are covered by the University for telecommuting employees:
  - a. Standard office supplies (at the level that would normally be provided to an employee), which shall be obtained through the standard departmental procurement procedures.
2. The following expenses are not paid or reimbursed by the University for telecommuting employees:
  - a. Personal phone bills. Employees are provided with the use of Jabber, Teams, and/or other telephone communication resources to avoid use of the employee's personal device for work purposes.
  - b. Costs associated with non-University issued telecommuting site electronics (i.e. printer, printer cartridges, printer paper, scanners, etc.).
  - c. Costs related to remodeling and/or furnishing the work space
  - d. Normal household expenses such as heating and electricity
  - e. The establishment and maintenance of a home internet connection with sufficient bandwidth to effectively perform the duties of their position, including video conferencing and meetings.

## Travel

An employee's residence is considered their principal place of business if the employee is operating under a full-time telecommuting agreement. If an employee is operating under a part-time telecommuting agreement, the employee's UW System workplace is considered their principal place of business. UW-Green Bay will not reimburse travel expenses between an employee's residence and their UW-Green Bay home campus.



Employees operating under a telecommuting agreement must receive the approval of their supervisor before incurring any reimbursable travel-related expenses.

### **Telecommuting Site**

The address, telephone number, and description of the telecommuting site shall be outlined in the telecommuting agreement. Clients or students will not be allowed at the telecommuting site. The telecommuting site may be subject to safety compliance inspection by university personnel and/or other authorized individuals during scheduled work time or by appointment. The cost of this inspection shall be absorbed by the home department of the employee. The employee should be available to report to the campus work site in a reasonable amount of time should an emergency arise. The employee will notify their supervisor of any change in residence, as the new residence will be reviewed for approval under a new telecommuting agreement.

The employee agrees to furnish and maintain the telecommuting site in a safe manner consistent with the requirements of the university and state and federal safety regulations. The [Telecommuting Agreement](#) includes safety and ergonomic checklists which must be completed as part of the telecommuting request.

By signing the Telecommuting Agreement, the employee attests that they have appropriate insurance (Homeowner's or Renter's insurance, as appropriate) for the telecommuting site. Upon request, the employee will supply a certificate of insurance coverage. The tax implications of telecommuting are the responsibility of the employee. The employee is encouraged to seek professional advice in this area.

### **Workers' Compensation**

The employee will be eligible for workers' compensation benefits for any injury or illness that arises out of the employee's work, occurs at the worksite, and occurs during the working hours specified in the agreement. A job related accident/illness during the remote work hours must be reported to the supervisor or other authorized university representatives within 24 hours. When the telecommuting site is out of state and if the out of state location is the primary work site, a separate policy regarding worker's compensation is required. Any expense in obtaining this policy will be the unit/department's responsibility.

### **Scope of the Telecommuting Agreement and Personal Waiver of Responsibility**

The employee understands that all obligations, responsibilities, and terms and conditions of employment with the University of Wisconsin-Green-Bay remain unchanged, except those specifically addressed in the



UNIVERSITY of WISCONSIN  
**GREEN BAY**

Telecommuting Agreement. All policies and procedures, including work rules, apply to the telecommuting employee. Any breach of the Agreement by the employee may result in modification or withdrawal of telecommuting privileges under the Agreement, termination of the Agreement, and/or disciplinary action, up to and including termination of employment.

By signing the [Telecommuting Agreement](#), the employee agrees to release the State of Wisconsin, the University of Wisconsin System, UW-Green Bay and all its officers, employees, and agents from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description including injury, death, or damage to their property, which arises out of, in connection with, or occurs during participation in the telecommuting program.