**4.TBD Telework Policy**

**Purpose:**
The Telework Policy allows eligible employees to work outside of their primary worksite for one or more days per week. The policy does not apply to temporary or occasional work arrangements such as dependent care, , recovery from an illness, caring for an ill family member. Telework may be a viable option during emergency situations, such as weather emergencies or pandemic illness that may impact the University’s ability to operate at normal capacity. Telework may be authorized to accommodate the needs of a particular work unit or the University. Telework may be appropriate for some employees and some jobs. It is not an entitlement; it is not an organization-wide benefit; and in no way changes the terms and conditions of employment with the University of Northern Iowa.

**Policy Statement:**
Telework may be considered for employees who have completed at least twelve months of continuous, non-temporary employment and normally work an established workday or for pre-identified new or open positions that meet the needs of the University. Their work shall be of a nature wherein face-to-face interaction with on-campus personnel is minimal or may be scheduled to permit teleworking. Tasks that benefit from uninterrupted work time are suitable for telework. Such tasks include writing, editing, reading, analysis, design work, computer programming,. Telework may not be suitable for all employees and/or positions. It may be suitable for positions that need to perform job duties that serve a defined geographic area remote to the primary work site. The need for specified material or equipment must either be minimal or flexible.

**Process:**
The Telework Policy is administered by the Human Resource Services (HRS) Director, Provost, or designee(s) and coordinated through the hosting department.  The policy statement and following conditions will serve to guide the administration of the policy:

* Employees who desire to work in a location other than the primary workplace on specified days shall complete a telework screening tool and telework request form and submit it to their direct supervisor.
* Employees needed for the University to operate at normal capacity in an emergency situation should be pre-identified as eligible telework employees.
* The supervisor shall consider an employee request to telework in relation to the operational and customer needs of the department considering the overall impact of the teleworker’s total time out of the primary worksite.
* Telework must not adversely affect customer service delivery, employee productivity, or progress of an individual or team assignment.
* The direct supervisor will consider the applicant's demonstrated conscientiousness about work time and productivity, and their work habits, including their ability to be self-motivated and have minimal face-to-face daily supervision.
* The direct supervisor shall generally respond to the employee within 30 days of the initial request. All requests are subject to approval by the appropriate dean, director, or department head and then by the Director of Human Resource Services or the Provost.
* Telework will only be available in circumstances that warrant an eligible employee to work outside of their primary worksite.

**Request & Agreement Procedure:**
Employees should reference or utilize the following procedures when requesting a telework agreement:

* General conversation regarding telework should begin by accessing and reviewing the Telework Discussion Guide.
* Complete the Employee Screening Tool and then discuss your interest and reasons for telework with your direct supervisor.
* Together with your direct supervisor finish completing the Employee Screening Tool and Telework Request and then submit to your dean, director or department head for approval.
* The director will submit the Employee Screening Tool and Telework Request for non-faculty positions to the HRS Director and for faculty positions the dean or department head will submit to the Provost.
* Telework applicants will be advised of approval status from their supervisor.
* Should requests be approved, the employee’s direct supervisor will be contacted (by the HRS Director or Provost to sign the completed Telework Agreement.Telework Agreement should be completed in its entirety, routed for signatures, and returned to Human Resource Services. Approval should occur prior to telework beginning.
* The signed originalsmust be returned to Human Resource Services for the employee’s personnel file and copies should be retained by the employee and the department.
* Teleworking employees who are not exempt from the overtime requirements of the Fair Labor Standards Act (FLSA) will be required to record all hours worked in a manner designated by the university. Teleworking employees will be held to a higher standard of compliance than office-based employees due to the nature of the work arrangement. Hours worked in excess of those specified per day and per work week, in accordance with state and federal requirements will require the advance approval of the supervisor. Failure to comply with the requirement can result in the immediate cessation of the telework agreement.
* Agreements may be discontinued, without cause, at any time at the request of either the teleworker or the University of Northern Iowa by providing 14 day notice.
* Termination of University employment results in immediate cancellation of Telework Agreement.

**GENERAL PROVISIONS**

**A. Communication.** While teleworking, the employee shall be reachable by an agreed-upon method(s) such as telephone, fax, instant message, or e-mail, during normal working hours. It may also be required for the teleworking employee to check in with sponsoring department on a regular schedule and could require attendance in on-campus meetings or events. The employee and supervisor shall agree on expected turnaround time and the medium for responses.

**B. Conditions of Employment.** The teleworker’s conditions of employment shall remain the same as for non-teleworking employees; wages, benefits and leave accrual will remain unchanged unless there is a change in employment status that impacts benefit eligibility.

**C. Equipment.** Home worksite furniture and equipment shall generally be provided by the teleworker. In the event that equipment and software is provided by University of Northern Iowa at the telework-site, such equipment and software shall be used exclusively by the teleworker and for the purposes of conducting University of Northern Iowa business. Software shall not be duplicated.

The teleworker and supervisor shall consult their divisional ITdepartment regarding the availability of equipment to loan. If the University of Northern Iowa provides equipment, the teleworker is responsible for safe transportation and set-up of such equipment.

**D. Equipment liability.** University of Northern Iowa will repair and maintain (at the primary worksite) any equipment loaned by University of Northern Iowa. Surge protectors or other protective devices must be used with any University of Northern Iowa computer made available to the teleworker.

The employee will be responsible for:

* any intentional damage to the equipment;
* damage resulting from gross negligence by the employee or any member or guest of the employee's telework-site;
* damage resulting from a power surge if no surge protector is used;
* maintaining the current virus protection for software.

University of Northern Iowa may pursue recovery from the teleworker for University of Northern Iowa property that is deliberately, or through gross negligence, damaged, destroyed, or lost while in the teleworker's care, custody or control. Teleworkers should check their homeowner's/renter's insurance policy for incidental office coverage. The University of Northern Iowa does not assume liability for loss, damage, or wear of employee-owned equipment.

**E. Dependent Care.** Telework is not a substitute for child or other dependent care. Teleworkers shall make or maintain childcare arrangements to permit concentration on work assignments and are not permitted to perform child care, adult care, or similar personal duties during work hours.

**F. Alternate Work Site.** The teleworker must establish and maintain a dedicated workspace that is quiet, clean, and safe, with adequate lighting and ventilation and approved by the university. The teleworker will not hold business visits or meetings with professional colleagues, customers, or the public at the home worksite. Meetings with other University of Northern Iowa staff will not be permitted unless approved in advance by the employee's supervisor. The university reserves the right to visit the alternate work site as long as 24 hour notice is provided.

**G. Hours of Work.** The teleworker will have regularly scheduled work hours agreed upon with the supervisor, including specific core hours and telephone accessibility. The agreed upon work schedule shall comply with FLSA regulations. Overtime work for a non-exempt employee must be pre-approved by the supervisor.

When feasible the teleworker will attend job-related meetings, training sessions and conferences, as requested by supervisors. In addition, the teleworker may be requested to attend "short-notice" meetings. The supervisor will use telephone conference calling whenever possible as an alternative to requesting attendance at "short-notice" meetings.

**H. Incidental Costs.** Unless otherwise stated in the Telework Agreement, all incidental costs, such as residential utility costs, homeowner’s insurance or cleaning services, are the responsibilities of the teleworker.

**I. Inclement Weather.** If the primary worksite is closed due to an emergency or inclement weather, the supervisor will contact the teleworking employee. The teleworker may continue to work at the telework-site. If there is an emergency at the telework-site, such as a power outage, the teleworker will notify the supervisor as soon as possible. The teleworker may be reassigned to the primary worksite or an alternate worksite in such cases or required to take leave.

**J. Inspections.** Alternative work locations are subject to safety investigation by a UNI representative before acceptance of a telework agreement. Information, which may include photos of location must be filed by the employee detailing potential risks. If an employee withholds safety information from the University representative, the employee will be held responsible for injuries resulting from said known hazards. In case of injury, theft, loss, or tort liability related to telework, if requested the teleworker must allow agents of University of Northern Iowa to investigate and/or inspect the telework site.

**K. Injuries.** The employee will be covered by workers' compensation for job related injuries that occur in the designated workspace, including the teleworker's home, during the defined work period. In the case of injury occurring during the defined work period, the employee shall immediately report the injury to the supervisor or Human Resource Services. Workers' compensation will not apply to non-job related injuries that might occur in the home or designated telework-site. University of Northern Iowa does not assume responsibility for injury to any persons other than the teleworker at the telework-site.

**L. Intellectual Property.** Products, documents, patents, copyrights, inventions, and records developed while teleworking are property of University of Northern Iowa. Teleworker must have a method to safeguard the security of all institutional data, including, but not limited to, intellectual property, proprietary information, confidential personnel information, FERPA protected student records, and attorney-client communications.

**M. Leave.** The telework employee must obtain supervisory approval before taking leave in accordance with University of Northern Iowa policy, including and not limited to Family Medical Leave or Military Leave

**N. Network Access.** University of Northern Iowa is committed to supporting telework by increasing network access to remote locations. However, network access is not guaranteed.

**0. Office Supplies.** University of Northern Iowa shall provide any necessary office supplies. Out-of-pocket expenses for supplies normally available in the office will not be reimbursed unless pre-approved by the supervisor.

**P. Performance & Evaluations.** The supervisor and teleworker will formulate objectives, expected results, and evaluation procedures for work completed while the employee is teleworking. The supervisor will monitor and evaluate performance by relying more heavily on work results rather than direct observation. When possible the supervisor and telework employee will meet to review the employee's work performance.

**Q. Personal Business.** Telework employees shall not perform personal business during hours agreed upon as work hours. Decreases in productivity or similar behaviors that detract value from the University may result in the loss of teleworking status.

**R. Policies.** University of Northern Iowa policies, rules and practices shall apply at the telework site, including those governing communicating internally and with the public, employee rights and responsibilities, facilities and equipment management, financial management, information resource management, purchasing of property and services, and safety. Failure to follow policy, rules and procedures may result in termination of the telework arrangement and/or disciplinary action.

**S. Quality of Work.** All work shall be performed according to the same high standards as would normally be expected at the primary worksite.

**T. Worksite Location.** Telework-sites shall be mutually agreed upon by the university and teleworking employee. The teleworking employee agrees to adhere to any zoning regulations applicable to the designated telework site.

**U. Record Retention.** Products, documents and records that are used, developed, or revised while teleworking shall be copied or restored to University of Northern Iowa's computerized record system. Whenever possible, all telework related information shall be stored in a directory designated for telework and this information shall be backed up on a on a university server.

**V. Security.** Security and confidentiality shall be maintained by the teleworker at the same level as expected at all worksites. Restricted access or confidential material shall not be taken out of the primary worksite or accessed through a computer unless approved in advance by the supervisor. The teleworker is responsible to ensure that non-employees do not access University of Northern Iowa data, either in print or electronic form.

**W. Taxes.** A home office is not an automatic tax deduction. Teleworkers should consult with a tax expert to examine the tax implications of a home office. The university will not provide guidance nor claim responsibility for any tax liability. Depending on the teleworker’s state of residence and because they are teleworking across state lines they may have their income taxed twice, once by the State of Iowa and once by the state where they reside.

**X. Telephone/Internet Expenses.** The teleworker and supervisor will use the most efficient and effective way of handling long distance calls, whether that is the use of a state calling card or reimbursement of long distance business calls. If reimbursement is approved, the teleworker will submit a request for payment form along with a log of long distance business calls and an itemized copy of the telephone bill. Eligibility of reimbursable expenses should be pre-arranged and part of the Approval for a Telework Agreement.

**Y. Travel.** The teleworker will not be paid for time or mileage involved in travel between the telework-site and the primary worksite.

**Z. Questions.** If you have questions about the telework program, contact the University of Northern Iowa Human Resources Department, at (319) 273-2422.