



Office of Human Resources

UNIVERSITY OF MINNESOTA

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Telecommuting at the U

Dear University Supervisor,

From time-to-time University supervisors ask if it is okay for one of their direct reports to telecommute. While the University does have a telecommuting agreement, the decision to allow a specific employee to telecommute should be made after the supervisor has consulted with their department's HR Lead and thoroughly considered the needs of the job, work group, and department, and the employee's past and present performance.

We put together this packet to guide your telecommuting conversation with your employee. We have included all the documents you will need, including a supervisor's checklist and a Telecommuting Agreement. While you can approach the discussion with your employee in many ways, we have found that walking through the following steps has been helpful for other supervisors.

1. Supervisor reviews the Telecommuting Agreement.
2. Supervisor consults with the department's HR Lead of intent to set up a telecommuting agreement with an employee and discusses whether that is the right option for this employee.
3. Supervisor gives the employee the Telecommuting Agreement, and sets a meeting to discuss the documents.
4. The Telecommuting Agreement, along with Attachments A, B and C is filled out by the supervisor and signed by all parties.
5. The supervisor gives the employee a copy of the signed Telecommuting Agreement and retains the agreement in the employee's personnel file.
6. The supervisor and employee periodically discuss whether the agreement is still working for all parties.

If you have questions along the way about the University's agreement or the forms, contact your HR Lead. If your HR Lead can't answer your questions, your HR Lead will contact their designated OHR Employee Relations Consultant for your area.

Best regards,

Patti Dion
Director of Employee Relations

TELECOMMUTING AGREEMENT

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This Telecommuting Agreement is entered into by and between:

Employee (Print) _____
AND

Employer (Department (Print) _____

INTRODUCTION

- A.** Employee is currently employed by the University of Minnesota, in the _____ (Department) as a _____ (Job Title) and has been employed by the department for at least six months.
- B.** Employee wishes to begin a telecommuting arrangement through which Employee would work from home for a total of _____ days per week.
- C.** Employee understands that telecommuting is a cooperative arrangement between the Employer and Employee. This arrangement is not an entitlement and is based on the following:
- The needs of the job, work group, and Employer/Department
 - The Employee's past and present levels of performance
- D.** Telecommuting arrangements may be modified by the Employer at any time or by mutual agreement between the Employer and the Employee.
- E.** Telecommuting arrangements may be terminated by the Employer at any time.
- F.** Employees utilizing a telecommuting arrangement must maintain acceptable job performance.

AGREEMENT

I. CONTINUATION OF BASIC TERMS AND CONDITIONS OF EMPLOYMENT

- A. Job Duties.** The Employee's work status, job duties, and responsibilities will remain unchanged as a result of this Agreement, except the Employer/Department may require additional duties of the Employee, including periodic written reports to a supervisor regarding work progress. The Employee will remain obligated to comply with all University and departmental rules, policies, practices, and procedures, including the safeguarding of confidential information, except as may be modified in this Agreement.
- B. Compensation.** The Employee will continue to receive compensation at the same rates as prior to telecommuting.
- C. Agreement Obligation.** This Agreement, its attachments, and any revisions are not contracts or promises of employment. Nothing in this Agreement guarantees employment for any specific term.

- D. Work Hours.** In order for telecommuting arrangement to succeed, it must be a seamless operation. The Employee needs to be as accessible during the agreed-upon work hours just as on-site colleagues are regardless of work location.

II. TELECOMMUTING EQUIPMENT AND SUPPLIES

- A. Home Office Furnishings and Maintenance.** The Employee is responsible for the costs of establishing and maintaining a work from home area.
- B. Telecommuting Equipment.** The Department may, within its sole discretion, provide to the Employee certain equipment such as computer hardware, software, and telephone service deemed necessary to perform assigned work off-site as identified on **Attachment A, Departmental Property Provided to Employee by Employer**, of which may be amended from time to time.

Equipment provided to the Employee by the Employer is the sole and exclusive property of the University and is subject to the same business use restrictions as if it were on-site. The Employee will not move the equipment from the designated work area, except as may be necessary to return the equipment to the Department. The Employee shall be liable for the condition of the equipment, except for normal wear and tear, and for damages caused by unauthorized use of such equipment.

- C. Notification of Equipment Failure.** The Employee is expected to notify his/her supervisor immediately of equipment malfunction or failure. In the event of such malfunction or failure, the Department may, at its sole discretion, supply the Employee with temporary use of department-owned equipment or require the Employee to work at the office.
- D. Unauthorized Use of University Property.** Equipment, supplies, and other property provided by the Employer is provided exclusively for use in providing services to the Employer. University equipment may not be used by any person not employed by the Employer (including household members), except as may be required for business-related reasons.
- E. Return of University Property.** Equipment, supplies, and other property provided by the Employer shall be returned within forty-eight (48) hours of the Employer's request. Upon termination of employment, all equipment, supplies, documents, and other Employer property, specifically identified on **Attachment A**, as may be amended from time to time, must be returned promptly to the Employer. In the event the telecommuting arrangement set forth in the Agreement ends, the Employee's obligation to return University property continues.

III. SAFETY

- A. Designated Work Area.** The Employee is required to maintain a designated work area at home and must certify that this work area is safe before the telecommuting arrangement begins. The Employee should only work in this designated work area. No individuals, including friends or work associates, should have access to this work area during designated hours of work unless authorized in advance by the Employer.

- B. Maintenance of Work Area.** The Employee shall maintain the homework area free of safety hazards and other dangers and shall use and maintain equipment and supplies in a safe and appropriate manner. The Employee shall set up and maintain the home work area in accordance with the safety standards specifically set forth on **Attachment B, Telecommuting Work Area Safety Certification.**
- C. Work Area Inspections.** The Employee agrees that the Department has the right to make periodic visits to his/her home office to audit compliance with these safety standards. Reasonable efforts will be made by the Employer to schedule such visits in advance.
- D. Reporting of Injury.** The Employee must report any work-related injuries to their supervisor immediately, but no later than 24 hours after such injury, using the standard injury reporting process. This expectation is the same as an employee working on the Employer's premises. The Employee agrees to allowing a University representative or Employer designee to visit the home office to investigate any report of injury.
- E. Employer Liability.** The University assumes no liability for injuries to the Employee that occur outside of the home work area or outside of working hours. In addition, the University makes no representations on the personal tax and insurance implications of this telecommuting arrangement. It is the Employee's obligation to address these issues on his/her own.

IV. WORK AND FAMILY

This telecommuting arrangement is not a substitute for family care arrangements. There should be a designated person present to provide primary care during employee work hours if dependents are present in the household premises. The Employer expects that the Employee will make family care arrangements as needed and that such obligations will not interfere with work obligations and the safety obligations required.

The Employee may undertake family care obligations on a temporary basis only with prior Employer approval. The Employee acknowledges and agrees that potential distractions and conflicting demands must be resolved in advance of starting this telecommuting arrangement.

V. WORK SCHEDULE

The Employee agrees to abide by the work schedule set forth in **Attachment C, Employee's Telecommuting Work Schedule**, which may be amended from time to time by the Employer or by mutual agreement. The Employee acknowledges and agrees that compliance with this schedule is necessary to ensure maximum accessibility. The Employee must obtain prior Employer approval for working anything other than the scheduled hours per day, including any overtime. Requests for vacation and sick leave will be handled in the same manner as if the Employee reported to the Employer's premises, including prior notification.

VI. TERMS OF THIS ARRANGEMENT

Nothing in this Agreement guarantees the Employee a telecommuting arrangement for any specific term. This Agreement may be modified at any time by the Employer or by mutual agreement between the Employer and the Employee.

VII. MISCELLANEOUS

Both parties agree that this Agreement supersedes any previous written or oral agreements between them relating to the same subject matter and represents the entire agreement regarding telecommuting arrangements. The Employee agrees to abide by the terms stated in this Agreement and its attachments.

If you are working full-time outside of Minnesota, your department supervisor should complete the “Out of State Employees – Departmental Reporting Form” found in the forms section of the Payroll Administration website. The completed form must be forwarded to Payroll Services at 319 15th Ave SE, Minneapolis, MN 55455.

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Employee

Name and employee ID number (Print): _____

Signature: _____

Title: _____

Date: _____

Supervisor (Employer)

College/Unit and department (Print): _____

Signature: _____

Title: _____

Date: _____

Appropriate Departmental Administrator (Employer)

College/Unit (Print): _____

Signature: _____

Title: _____

Date: _____

College/Unit Human Resources Representative

Name (Print): _____

Signature: _____

Title: _____

Date: _____

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University Property Provided to Employee by Department

Telecommuter/Employee (Print): _____

Home Phone: _____

Home Address: _____

Below is a list of Employer property provided to Employee as part of the telecommuting arrangement. As set forth in the accompanying Agreement, the Employee is required to return University property to the Employer upon the termination of the telecommuting arrangement.

Item	Date Provided	Initials
1. Computer hardware:	_____	_____
Describe: _____		

2. Computer software:	_____	_____
Describe: _____		

3. Office supplies:	_____	_____
Describe: _____		

4. Other: _____		

Property Provided by Employee

Below is a list of Employee property provided for the telecommuting arrangement.

Item	Date Provided	Initials
1. Modem/Internet connection	_____	_____
2. Phone Line (Home)	_____	_____
3. Voice Mail/Answering machine	_____	_____
4. Other: _____	_____	_____

TELECOMMUTING AGREEMENT

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Telecommuting Work Area Safety Certification

Telecommuter/Employee (Print): _____

Home Phone: _____

Home Address: _____

By entering into this telecommuting arrangement, the Employee certifies that the home work area is as described below and is safe:

A. Work Station Set-Up:

1. ☐ Yes ☐ No The work area is located in this area of the home: _____

2. ☐ Yes ☐ No The work area is separate from major family activity areas.
3. ☐ Yes ☐ No The work area is clear of major traffic patterns during work hours.
4. ☐ Yes ☐ No The work area is void of background/distracting noise during work hours.
5. ☐ Yes ☐ No The work area and property are secured.
6. ☐ Yes ☐ No The work area and equipment are ergonomically appropriate.

B. Safety:

1. ☐ Yes ☐ No There are safe exit paths from the work area.
2. ☐ Yes ☐ No There is an established evacuation plan.
3. ☐ Yes ☐ No There is a functional smoke detector present.
4. ☐ Yes ☐ No There is a fire extinguisher accessible from the work area.
5. ☐ Yes ☐ No There are adequate first aid supplies available near the work area.
6. ☐ Yes ☐ No The extension/power cords in the work area are in safe condition and do not pose a tripping problem.
7. ☐ Yes ☐ No The electrical outlets in the work area are not overloaded.
8. ☐ Yes ☐ No The air quality and ventilation in the work area is adequate.
9. ☐ Yes ☐ No The work area is reasonably uncluttered so that it does not pose any hazard.

TELECOMMUTING AGREEMENT

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C. Property Insurance

☐ Yes ☐ No I have homeowners or renters insurance to include liability coverage.

Employee's name (Print): _____

Employee's Signature: _____

Date: _____

Employer's authorization:

Name (Print): _____

Signature: _____

Name of College/Unit and Department: _____

Job Title: _____

Date: _____

TELECOMMUTING AGREEMENT

DEFINE | SIMPLIFY | EMPOWER | DELIVER

Employee's Telecommuting Work Schedule

Telecommuter/Employee (Print): _____

Home Phone: _____

Home Address: _____

Home Office Site

1. Employee has designated the following location in his/her home as the home work area:

2. Employee has read and agreed to abide by equipment and home office safety guidelines.
(See Attachments A and B.)

Work Schedule

Employee has volunteered to begin a telecommuting arrangement whereby Employee would work from Employee's home as shown below. Scheduling changes may be made at the discretion of the Employer or by mutual agreement.

Employee will work the following schedule from the home office location:

Monday _____ to _____

Tuesday _____ to _____

Wednesday _____ to _____

Thursday _____ to _____

Friday _____ to _____

As specified in the Agreement, the Employee will notify Employer/supervisor on a scheduled telecommuting day if unable to perform telecommuting duties. The Employee may work at home when employees working at the office have been dismissed or excused from reporting due to any emergency or inclement weather.

If the employee is working full-time outside of Minnesota, the employee's department should complete the "Out of State Employees - Departmental Reporting Form" found in the forms section of the Payroll Administration website. The form must be forwarded to Payroll Services at 319 15th Ave SE, Minneapolis, MN 55455.

Supervisor's Checklist for Telecommuters

Name of Telecommuter/Employee: _____

Name of Supervisor/Employer: _____

Department/Unit: _____

Date Completed: _____

Place a check mark in the box before each sentence to show that the described action was taken.

- ☐ Employee has read orientation documents and the telecommuting policy.
- ☐ Employee has been provided with a schedule of core hours or guidelines for flexing work hours.
- ☐ Performance expectations have been discussed and are clearly understood. Assignments and due dates are documented.
- ☐ Requirements for adequate and safe office space at home have been reviewed with the employee, and the employee certifies that those requirements have been met.
- ☐ Equipment issued (if any) is documented.
- ☐ Requirements for care of equipment assigned to the employee (if any) have been discussed and are clearly understood.
- ☐ The employee is familiar with the University's requirements and techniques for computer information security.
- ☐ Contact procedures and expectations have been clearly defined.
- ☐ The employee and supervisor have read and signed the Telecommuter's Agreement prior to actual participation in the program.