TELECOMMUTER’S ASSIGNMENT

Employee Name ___________________________  Job Title ___________________________  Department________________

Conditions for telecommuting agreed upon by the telecommuter and his/her supervisor:

1. The employee’s primary workplace is ________________

2. The employee agrees to work, on a limited pre-arranged basis, at the following location (include address and telephone number):

3. The employee will telecommute ________ days per week.

4. The employee’s work hours will be from _____ a.m. to _____ p.m.

5. The employee will complete assigned work while telecommuting according to work procedures and expectations established by the supervisor.

6. The following equipment will be used by the employee at the off-site location (please indicate whether it is employee- or University-owned):

7. The employee agrees to call the office and/or check voice mail to get his or her messages at least ____ times per day. The employee also agrees to respond, as necessary, to the messages.

8. Out-of-pocket expenses for office supplies regularly available at the office will not be reimbursed. The employee agrees to obtain work-related office supplies (e.g., paper) needed for telecommuting from the office.

9. Describe in detail the designated work area in the off-site location:

10. Additional conditions agreed upon by the supervisor and telecommuter are as follows:

I have reviewed the above material with this employee prior to his/her participation in the telecommuting program.

________________________________________________________________________
Date                                   Supervisor Name                                    Signature

I understand that the telecommuting agreement is not an employment contract and may not be construed as such. I certify I have read, understand, and agree to comply with the terms set forth in University policies and procedures (Telecommuting), this assignment form, and the Telecommuting Agreement.

________________________________________________________________________
Signature

APPROVAL:

____________________________________________ Date_________
Dean/Director

____________________________________________ Date_________
Vice Chancellor for Administration & Finance

UMW Policy 705.11 Telecommuting
TELECOMMUTING AGREEMENT

This Agreement, effective _____________, is between ____________________________, an employee (hereinafter referred to as “Employee”), and ___________________________ (hereinafter referred to as “University”).

The parties agree as follows:

Scope of Agreement - Employee agrees to perform services for the University as a “Telecommuter.” Employee agrees that telecommuting is voluntary and may be terminated at any time, by either the University or Employee, with or without cause.

Other than those duties and obligations expressly imposed on Employee under this Agreement, the duties, obligations, responsibilities and conditions of Employee’s continued employment with the University remain unchanged.

Term of Agreement - This Agreement will become effective as of the date written above, and will remain in full force and effect, as long as Employee telecommutes, unless Agreement is terminated.

Termination of Agreement - Either party may terminate Employee’s participation in the telecommuting program, with or without cause, upon reasonable notice, in writing, to the other party. The University will not be held responsible for costs, damages or losses resulting from cessation of participation in the telecommuting program. This Agreement is not a contract of employment and may not be construed as such.

Work Hours, Overtime, Vacations - Employee agrees that work hours, overtime compensation and vacation scheduling will conform to the terms agreed upon by Employee and the University.

Telecommuting and Incidental Equipment - Employee agrees that use of equipment, software, data, and/or supplies, provided by the University for use at the alternate work location, is limited to authorized persons and for work-related purposes.

The University, at its sole discretion, may choose to purchase equipment and related supplies for use by Employee while telecommuting or permit the use of Employee-owned equipment. Equipment purchased by the University will remain the property of the University. The University does not assume liability for loss, damage or depreciation of Employee-owned equipment.

Employee agrees to designate a workspace within Employee’s alternate work location for placement and installation of equipment to be used while telecommuting. Employee shall maintain this workspace in a safe condition, free from hazards and other dangers to Employee and equipment.

Employee agrees that the University may make on-site visits to the alternate work location for the purpose of determining that the site is safe and free from hazards, and to maintain, repair, inspect or retrieve University-owned equipment, software, data or supplies. In the event legal action is necessary to regain possession of University-owned equipment, software data or supplies, Employee agrees to pay all costs incurred by the University, including attorneys’ fees, should the University prevail.

Furniture, lighting, environmental protection and household safety equipment, incidental to use of University-owned equipment, software and supplies, will be appropriate for their intended use and will be used and maintained in a safe condition, free from defects and hazards.

Liability for Injuries - Employee understands that Employee remains liable for injuries to third persons and/or members of Employee’s family on Employee’s premises. Employee agrees to defend, indemnify and hold harmless the University, its affiliates, employees, contractors and agents from and against any and all claims, demands or liability (including any related losses, costs, expenses and attorneys’ fees) resulting from, or arising in connection with, any injury to persons (including death) or damage to property, caused directly or indirectly, by the services provided herein by Employee or by Employee’s willful misconduct or negligent acts or omissions in the performance of Employee’s duties and obligations under this Agreement, except where such claims, demands or liability arise solely from the gross negligence or willful misconduct of the University.

Certification - I affirm by my signature below that I have read this Agreement and understand its subject matter. I affirm that I was given the opportunity to have this Agreement viewed by my own counsel prior to entering into it.

____________   ____________________________________________________________  
Date   Employee’s Signature

____________   ____________________________________________________________  
Date    Supervisor’s Signature
ANSWERS TO COMMON TELECOMMUTING QUESTIONS

What is telecommuting?
Telecommuting is the concept of working from home or another off-site location, one or more days a week. Telecommuting may offer a more productive working environment with fewer distractions, which results in better job performance, increased employee morale and job satisfaction, and reduced absenteeism and sick leave usage. Telecommuting may also help retain valued employees and recruit new people while improving the quality of life in our campus community.

Is telecommuting an employee benefit?
Offering the opportunity to work at home is a management option; telecommuting is not an employee benefit or right. Supervisors may select employees who have the abilities and circumstances at home necessary to telecommute. An employee’s participation in the program is entirely voluntary.

How do I know that telecommuters are really working?
The conditions of employment and the work performance standards for telecommuters remain the same as for non-telecommuting employees. The employee meets with the supervisor to receive assignments, and completes the assigned work according to the work procedures and expectations established by the supervisor. The employee’s completed work product is the indicator of the work performed by the telecommuter.

Will employees work less if they are working at an alternate work site unsupervised?
Not necessarily. Survey results show marked improvements in productivity. Productivity typically increases because employees have fewer distractions and interruptions, work at their peak times, and experience less stress due to the absence of the commute to work.

What if telecommuting doesn’t work out?
Both the telecommuter and the supervisor should understand that if telecommuting does not work out for an individual, it may not in any way reflect on that individual’s ability to perform his or her job. The employee or the supervisor may terminate telecommuting without cause.

What are the issues that telecommuters should be aware of?
Coping with Interruptions: Often, friends, neighbors and family members do not realize that a telecommuter is working. A telecommuter must learn to keep interruptions to a minimum.

Designating Space: A designated work area is recommended for telecommuting. A separate workspace may result in fewer distractions or interruptions and a higher level of discipline and organization.

Gaining Support: A family or supervisor’s attitude may sometimes be detrimental to a telecommuting arrangement. A telecommuter must gain the support and understanding of those around them.

What happens if the employee is injured while working?
Since the employee’s alternate work area is an extension of the office, if the employee is hurt while working, he or she is covered for worker’s compensation. The employee must notify his or her supervisor immediately and complete the necessary documents regarding injury. Because an injury is outside the traditional work place, the supervisor and the Safety Officer must be sure to investigate all reports immediately upon notification. The completed Employers First Report form must be submitted to the Human Resource Services Office.

How do I ensure that the alternate work location is safe, and how is a claim for injury handled?
It is the employee’s responsibility to ensure that their home workspace complies with health and safety requirements. Home office must be clean and free of obstructions. The home must be in compliance with all building codes and free of hazardous materials. Management may deny or cancel the telecommuting agreement based on safety problems in the home. The employer may make on-site visits to the alternate work location for the purpose of determining that the site is safe and free from hazards, and to maintain, repair, inspect or retrieve employer-owned equipment, software, data or supplies.

Is telecommuting a substitute for child or elder care?
No. A telecommuter must focus on his or her job, not handle demanding child- or eldercare situations. However, telecommuters are better able to manage their work/family schedules because they have greater flexibility in their work hours.

Can telecommuting result in reduced use of sick leave?
Yes. An employee working in the regular office usually has to use a half-day of sick time to get to a doctor or dental appointment. A telecommuter can take an hour or two for the appointment and then return to work, thereby taking perhaps two hours instead of four hours. Also, often an employee that does not feel well enough to drive to the office or whose child is sick may work some hours at home.