

University of Wyoming

Department of Human Resources

TELEWORK MANUAL

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This manual describes employment conditions and practices for status staff of the University of Wyoming (UW). Please note that the information contained in this manual is intended as a guideline only. While the manual summarizes some programs and policies, the exact terms of the written documents for these programs and policies take precedent. UW reserves the right to make changes to this manual and any such programs and policies at any time without prior notice. More specific information is available in UW’s Online Policy Manual, which may be accessed through the Human Resources web page, or at <http://uwyo.edu/hr>

INTRODUCTION

Telework refers to conducting normal business operations from the home or alternate location.

Requests from employees for permission to Telework on a regular basis will be determined at the sole discretion of the University of Wyoming. Approval to participate in the Telework program is at management's discretion. This UW Telework Manual must be reviewed prior to requesting or approving a Telework arrangement. The conditions listed in this manual apply to all Telework employees.

Section One – General Telework Information

- I. Telework is an authorized work arrangement in which some or all work is performed at a location other than the employee's primary (usual and customary) workplace. The alternate workplace (i.e. "Telework site") may include the employee's home or an alternative location.
- II. Telework employees must be mindful of the image presented during the workday, and must not be involved in activities during the workday that will reflect negatively on the organization. Examples include, but are not limited to, working in the yard, shopping at the mall, taking care of children, being involved with other employment activities, etc.
- III. Telework is at the University's sole discretion and is not an employee right. The Telework employee is covered by, and will adhere to, all policies, rules and regulations of UW.
- IV. An employee's participation in the Telework program is voluntary. The University may terminate the Telework arrangement at any time for any reason. Telework participation must be added to the employee's Performance Plan, if applicable, as part of the annual Performance Evaluation process. Telework employees will be evaluated in the same manner as non-Telework employees.
- V. Employee compensation and benefits (including leave and holidays) are not affected by the Telework arrangement. Telework employees must follow established University and departmental protocol related to the approval of leave time. Telework employees who are unable to work any portion of their Telework day shall use applicable vacation, earned time or sick leave for the hours not worked, with manager or supervisor approval.
- VI. Telework hourly employees should have an established work schedule with a beginning time and ending time, a scheduled meal period of at least thirty minutes, and identified break periods.
- VII. Telework agreements must be reevaluated by the Appointing Authority and Human Resources Department annually and a new Telework Agreement re-signed once per year. Telework Agreements are not transferable from one job to another or automatically from one employee to another in a given position.

Section Two – Work Schedules and Work Space

A defined work space and defined core work hours are necessary to (1) to reduce the University of Wyoming's exposure to workers compensation risk, (2) to facilitate proper supervision and management of Telework staff, and (3) to ensure Telework is performed in a productive environment.

Sub-Section A – Work Schedules

- I. Telework employees must be accessible in some manner (e.g., by computer, pager, landline telephone, cell phone, etc.) to their manager or supervisor, clients and co-workers as required by job duties and responsibilities during the agreed-upon work schedule regardless of the work location.
- II. In the event the primary communication methods are unavailable (network down, equipment failure, etc.) Telework employees are responsible to identify an alternate communication method. If an alternate communication method is not available, Telework staff will be required, unless an exception is approved by the supervisor/manager, to report to the primary workplace on Telework days.
- III. Unless other arrangements are made, Telework employees will attend all normal and customary scheduled office meetings related to performance of their job, including those which would be held on a Telework day. Business meetings with customers or regularly scheduled meetings with co-workers shall not be held at the Telework site.
- IV. Each Telework employee shall develop a work schedule with his/her manager or supervisor submitted to Appointing Authority for approval and the manager or supervisor with approval of the Appointing Authority must agree in advance in writing to any changes to the employee's work Telework schedule. An employee's Telework hours will conform to a schedule agreed upon by the employee and manager or supervisor.
- V. Telework employees will be required to complete a Telework Time Record (Attachments #3 or #4) at the end of each workweek and provide it to their manager or supervisor. Time records for nonexempt employees shall comply with the Federal Department of Labor, Fair Labor Standards Act. Part-time and full-time Telework hours shall be appropriately recorded on the document. Failure to report time worked on a weekly basis (or more frequently, as determined by supervisor) may result in the termination of the Telework Agreement and/or other appropriate action.
- VI. Non-exempt Telework employees must obtain approval from their supervisors before performing overtime work. Failure to do so may result in the termination of the Telework Agreement and/or other appropriate action.

Sub-Section B – Work Space

The Telework employee shall maintain a clean, safe work space that is adequate for work and free of obstructions and distractions. To ensure that productive working conditions exist, the University may require documentation of the work space and may conduct initial or subsequent on-site visits with reasonable notice to the Telework employee. The Telework employee will designate a specific work space at the Telework site and will conduct work for the department from that location.

Section Three – Dependent Care

- I. Telework is not a substitute for childcare or dependent care. Telework employees are responsible for making arrangements for child or dependent care to the same extent as if they were working in a conventional office.

Section Four – Expenses and Compensable Time

- I. A Telework employee may work from his/her home or another alternate workplace that has been approved within the fully executed Telework Agreement. Mileage between the home and the employee's assigned office or Telework location, if outside of the home location, will be considered commuter mileage and not subject to reimbursement. Time spent traveling between the Telework site and the employee's regular assigned office will not be compensable as "time worked," nor will such travel time be included for purposes of calculating overtime.
- II. No expenses incurred while performing Telework assignments are eligible for reimbursement without prior manager or supervisor approval. The Telework employee is responsible for the cost of maintenance, repair, and operation of personal equipment not provided by UW.

Section Five – Emergency Situations

- I. Although a variety of circumstances may affect individual situations, the principles governing leave and the closing of UW offices remain unchanged. The ability to conduct work (and the nature of any impediments), whether at the Telework site or at the office, determines when an employee may be excused from work duty.
- II. When an emergency affects only the Telework site (i.e. power outage, etc.), the Telework employee is expected to report to the regular office or request supervisory approval of annual leave time, compensatory time, leave without pay, etc.
- III. When a Telework employee knows in advance of a situation that would preclude working at the Telework site, the employee must either come to the office or request leave.

Section Six – Equipment and Supplies

Sub-Section A – UW-Owned Equipment and Supplies

- I. Some departments or divisions may have the ability to give written permission for certain equipment (i.e., computers, job-specific equipment, etc.) to be checked out and used at the Telework site. This equipment remains the property of the University and the department retains the responsibility for the inventory and maintenance of UW-owned property following appropriate UW procedures. Employees are not authorized to use department issued equipment for personal use.
- II. Issues relating to connectivity of UW-owned equipment and security of information are subject to the standards of the University of Wyoming's Division of Information Technology.
- III. Telework employees are responsible for ensuring that all UW issued equipment is maintained in a safe and secure manner. Electronic equipment must be connected to a grounded electrical outlet and into a surge protector.
- IV. All equipment, supplies, material and/or other property will be immediately returned upon request, termination of participation in the Telework program and/or termination of employment.
- V. Transfer of UW-owned equipment from the office to the Telework site and back shall be the responsibility of the Telework employee.
- VI. The Telework Agreement shall specify and the Appointing Authority or designee (such as the employee's immediate manager or supervisor) shall maintain an inventory of UW-owned equipment in the employee's Telework location. The Telework employee and Appointing Authority or designee will complete and sign the Inventory of UW-Owned Property and Equipment Form (Attachment #5) prior to the beginning of the work assignment.

Sub-Section B – Use of Employee-Owned Equipment

- I. The Telework employee is expected to use his or her own furniture, telephone lines and other equipment. Use of personal versus UW-owned equipment is subject to the University of Wyoming policy and approval. Any use of private facilities of the employee will be at the employee's discretion and not at the direction or expense of the department or division. This applies to all physical improvements and conveniences, as well as services. All expenses (e.g., maintenance, repair, insurance, etc.) shall be the responsibility of the Telework employee.
- II. UW does not assume liability for loss, damage or wear and tear of employee-owned equipment.
- III. All UW information must be properly secured. It will be incumbent upon the Telework employee to comply with any applicable departmental and University of Wyoming information privacy and security protocols.

- IV. In the event a piece of employee-owned equipment breaks, needs repair or otherwise becomes inoperable, the Telework employee may be asked to report to the office until the equipment is fully functioning and usable.

Section Seven – Workers’ Compensation

- I. During Telework designated work hours while he/she is performing official work functions in the designated Telework site of the alternative worksite, Telework employees will be covered by workers’ compensation. Workers’ compensation only covers accidental injury or illness arising out of and in the course of employment.
- II. If an injury occurs during the Telework work hours, the employee will immediately report the injury to the manager or supervisor. The manager or supervisor must follow UW protocol regarding the reporting of injuries for employees injured in the primary (usual and customary) workplace. The University may visit the Telework site in addition to conducting an investigation of the accident/injury. UW will administer any workers’ compensation claim made by a Telework employee.
- III. For purposes of workers' compensation coverage, the Teleworker's "designated" work hours shall be those listed on the "Work Schedule" on his/her Telework Agreement and the Telework location shall be the "Telework Site" specified by the employee on his/her Telework Agreement. Employees and supervisors must take care to describe work schedule and work site on the appropriate forms to avoid confusion over workers' compensation coverage.
- IV. An employee's activities outside of the designated work hours or Telework site will be deemed to be the employee's own personal time and place, unconnected with work activities. UW assumes no liability for injuries occurring at the Telework site occurring outside the agreed-upon work hours, outside the agreed-upon designated work area or for activities that are not work-related. Telework employees must report on-the-job injuries to his/her supervisor immediately or as soon as reasonably possible after the accident/injury occurs. The Telework employee will be required to submit supporting medical or causation documentation of the accident/injury as required by the rules governing workers’ compensation or as may be additionally required to document that the injury was related to performance of Telework duties and not to any personal activity.
- V. Telework employees shall permit the appropriate UW representative, employee or agent of the UW Workers’ Compensation insurance company to access the Telework site to investigate reports of injury.

Sub-Section A – Worksite Safety and Liability

- I. Telework employees are expected to perform their duties and responsibilities at the Telework site at a proficiency level equal to or greater than when performed at the conventional office and work, except for break and lunch, for the entire scheduled time period. Telework employees must keep their alternative worksite free from distractions and hazards and keep themselves free from obligations which would impair their ability to provide the same time and level of attention to the work product as when in the conventional office.

- II. The Telework site must meet UW and Department of Labor safety rules for the workplace including but not limited to smoke detectors; working fire extinguisher; clear, unobstructed exits; removal of hazards that could cause falls; adequate electrical circuitry, and appropriate furniture.
- III. As a condition of permission to Telework, the employee must verify that the Telework site used for Telework purposes is safe and suitable for purposes of the employee's work. The University may deny an employee's request to participate in the Telework program if the Telework site is not conducive to productive work.
- IV. UW or an employee or agent of UW's Workers' Compensation insurance company or reserves the right to inspect the Telework site to ensure safety compliance and adherence with the Telework program requirements regarding space and furnishings.
- V. UW assumes no liability for any injuries to the Teleworker's family members, visitors or others in the employee's Telework site. Telework staff may not have business guests at the Telework site. Use of the Telework site for work-related meetings is prohibited. Telework participants are encouraged to utilize teleconferencing if a work-related meeting becomes necessary.
- VI. UW shall not be responsible for any loss or damage to the Teleworker's real property, including any structures attached thereto; any personal property owned by the Teleworker, or any of the Teleworker's family members; or property of others in the care, custody or control of the Teleworker or any of the Teleworker's family members.
- VII. Telework employees are responsible for contacting their insurance agent and/or tax consultant as well as consult with local ordinance, restrictive covenants and applicable neighborhood association guidelines for information regarding home workplaces. Telework employees are also responsible for determining any federal, state, or local tax implications regarding working at the Telework site and satisfy any personal obligations. UW will not provide tax guidance or assume tax liability.
- VIII. Individual tax implications, auto and homeowners insurance, and incidental residential utility costs are the responsibility of the Telework employee, along with compliance with local codes, zoning and other requirements affecting home offices.

Section Eight – Confidentiality and Information Security

Security of confidential information is of primary concern and importance to UW. Telework staff, similar to all UW employees, are expected to adhere to all applicable laws, rules, regulations, policies and procedures regarding information security. All information assets (equipment, software, and confidential information) used within the Telework program are subject to these security policies. At no time shall confidential information or UW-owned data be stored locally.

Departments or divisions allowing employees to access records from a Telework site must maintain appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of such records. Security and confidentiality protection measures shall be discussed with the employee by his/her supervisor and included in the Telework Agreement.

To help ensure confidentiality and information security, all Telework employees must:

- I. Be responsible for maintaining confidentiality and security at the Telework worksite, as they would at the office location. The Teleworker must protect the security and integrity of data, information, oral or written communication, paper files, and access to UW computer systems. If applicable, department-specific Technical User policies apply to Telework employees as they would in the primary workplace.
- II. Ensure they follow any standards or procedures set by University of Wyoming's Division of Information Technology.
- III. Safeguard confidential information following UW data access guidelines. Under no circumstances may a Telework employee store any confidential data, or data that contains personally identifiable information on anything that is owned by the Telework employee.
- IV. Ensure that the software used for Teleworking is virus inspected and each PC used by the Telework employee has virus protection software installed and fully updated at all times.
- V. Return all material (paper documents, CD's, etc.) containing confidential information to the office workplace for proper handling or disposal if necessary.
- VI. Adhere to all copyright and licensing laws by not copying or sharing any UW-owned software.
- VII. Back up critical information as necessary to assure the information can be recovered if the primary source is damaged or destroyed.
- VIII. Notify the University of Wyoming's Division of Information Technology and the manager or supervisor of any suspected or actual security violation.
- IX. Understand that adherence to the information in this Section is an essential requirement of the Telework Program. Failure to comply with the provisions will be cause for revoking participation in the Telework Program and/or possible disciplinary action as determined by HR policy/practice.

Section Nine – Telework Agreement Process

An employee shall prepare a Request for Telework Approval form to their manager or supervisor who will forward on to the authorized officials (Appointing Authority and Divisional Vice President) for review. If approved, the Telework employee shall abide by the Telework Manual and execute the Telework Agreement. If the request to Telework is denied, the Appointing Authority or designee (such as the manager or supervisor) will provide written notice to the employee of the denial, with a copy provided to HR. This decision is final and cannot be appealed, grieved nor is it subject to review.

Section Ten - Reporting

Each department or division will report Telework data, both approved and denied requests, to the HR office by the first working day of each month.

Non-exempt (hourly) employees are responsible for submitting their exact work hours to their supervisor via campus time reporting processes. In addition, staff members will document and certify the work done during their Telework hours, and supervisors will certify the work done. As with other records, reports of Teleworking hours are subject to audits, with or without notice.

Exempt (salaried) employees are responsible for documenting the work done on Teleworking days, either on a weekly or monthly basis, and supervisors are responsible for certifying the work done. As with other records, reports of Teleworking hours are subject to audits, with or without notice.

FORMS

Attached are the necessary forms for department or division use for those interested in the Telework program. Use the attached forms and insert your specific department name at the top or in the body of each form, as applicable.

- REQUEST FOR TELEWORK APPROVAL (*attachment #1*)
- TELEWORK AGREEMENT (*attachment #2*)
- TELEWORK TIME RECORD – hourly (*attachment #3*)
- TELEWORK TIME RECORD – salaried (*attachment #4*)
- INVENTORY OF TELEWORK PROPERTY AND EQUIPMENT (*attachment #5*)

University of Wyoming
REQUEST FOR TELEWORK APPROVAL
Page One of Two

TO BE COMPLETED BY REQUESTING EMPLOYEE:

Employee Name: _____

Employee Job Title: _____

I am requesting approval to Telework.

I have read the UW Telework Manual and related documents and agree to comply with all provisions in these documents.

Signature of Employee

Date

This form and attachments are to be forwarded to the following for review.

Written approval *must* be received from *an authorized official* (Appointing Authority or his/her designee and Divisional Vice President) prior to an employee beginning a Telework arrangement.

TO BE COMPLETED BY APPOINTING AUTHORITY:

I have reviewed the request, the employee eligibility criteria and the needs of the organization. Based on this review, I have determined that the requested Telework arrangement should be:

- Approved
- Denied

Name/Signature of Appointing Authority (or designee)

Date

REQUEST FOR TELEWORK APPROVAL

Page Two of Two

TO BE COMPLETED BY THE DIVISIONAL VICE PRESIDENT:

I have reviewed the request, the employee eligibility criteria and the needs of the organization. Based on this review, I have determined that the requested Telework arrangement should be:

Approved

Denied

Signature of Divisional Vice President

Date

TO BE COMPLETED BY THE AUTHORIZED OFFICIAL IN HUMAN RESOURCES:

I have reviewed the request, the employee eligibility criteria and the needs of the organization. Based on this review, I have determined that the requested Telework arrangement should be:

Approved

Denied

Signature of Authorized Official

Date

If approved, copies of this form and the Telework Agreement are to be retained by the appropriate Appointing Authority or designee (e.g., manager or supervisor) and the original shall be retained by the HR office for tracking.

This decision is final and cannot be appealed, grieved nor is it subject to review.

University of Wyoming
TELEWORK AGREEMENT
Page One of Two

Employee Name: _____ Home Phone: _____

As a participant in the UW Telework Program, I attest that I have reviewed and agree to comply with the UW Telework Manual, the terms and conditions listed in this *Telework Agreement*, and all other terms and conditions of employment.

- I agree to spend approved Telework time (days and hours listed within this Agreement) performing the assigned duties and responsibilities of my position. For nonexempt employees, any additional hours involving overtime work at any work site must be approved in advance by the Appointing Authority or designee (e.g., manager or supervisor).
- I agree to maintain contact with my work unit, as appropriate, to successfully perform my assigned duties and responsibilities. The following methods and times of communicating are agreed upon as follows:
 - [SPECIFY: who (include back up and emergency contacts), when, how often, what time frames, how (phone, fax, beeper, face-to-face, etc.)]
- I agree to contact my manager or supervisor to request prior approval for leave, when needed.
- I agree to maintain a safe and secure work environment. I agree to allow the University to assess safety and security, upon reasonable notice.
- I have made arrangements, if applicable, for dependent care, and personal disruptions such as non-business telephone calls and visitors will be kept to a minimum.
- I agree to inform the Appointing Authority or designee and the Division of Information Technology any time there is an actual or suspected system security issue that arises during my work at my Telework site. I agree to maintain the confidentiality of materials I access as a part of my employment, and to abide by the University's policies for employees, including any applicable policies governing information, security, software, software licensing and data privacy as well as the requirements of applicable state and federal law.
- I understand that all equipment, records and materials provided by the University shall remain the property of the University. I agree to use University-owned equipment, records and materials for purposes of University business only, and to protect them against unauthorized or accidental access, use, modification, destruction or disclosure. Any instances of loss, damage or unauthorized access shall be reported to my Appointing Authority or designee at the earliest reasonable opportunity.
- I agree to return University equipment, records, and materials within three (3) days of termination of this Agreement. All University equipment will be returned to University for inspection, repair, replacement or repossession within three (3) days written notice.
- I understand that UW or specific department or division is not liable for any damages to my personal or real property while I am performing official duties at my Telework location.
- I agree to immediately report to the Appointing Authority or designee and the Risk Management and Safety Office any work-related injuries that occur while in the Telework arrangement at the earliest reasonable opportunity. I agree to hold harmless the University for injuries to others at my alternate work site identified in this Agreement.
- I understand that the sole purpose of this agreement is to regulate the Telework arrangement, and that it does not constitute a contract of employment. I understand that I am responsible for any tax consequences, if any, as a result of this arrangement and for conformance to any local zoning or other applicable ordinances or regulations.
- I understand that this Telework arrangement is not an employee right.

University of Wyoming
TELEWORK AGREEMENT
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Work Schedule

Day of the Week	Work Hours/Days
Sunday	
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	

Telework Site:

ADDRESS: _____

PHONE NUMBER: _____

ALTERNATE PHONE NUMBER: _____

List any special circumstance or comments:

Signature of Employee

Date

Signature of Appointing Authority (or designee)

Date

A copy of this form will be provided to the Telework employee and filed in the HR department personnel file. The original document will be kept on file by the approving Appointing Authority or designee (such as manager or supervisor).

University of Wyoming
TELEWORK TIME RECORD (hourly)

Employee Name: _____

Beginning Date: _____

Ending Date: _____

	Time Workday Begins	Lunch Period Begins	Lunch Period Ends	Time Workday Ends	Total Time Worked	Leave Usage or Holiday	Work Performed
Monday							
Tuesday							
Wednesday							
Thursday							
Friday							
Saturday							
Sunday							
Total Hours Worked							

Signature of Employee

Date

Signature of Appointing Authority (or designee)

Date

University of Wyoming
TELEWORK TIME RECORD (salaried)

Employee Name: _____

Beginning Date: _____

Ending Date: _____

Telework Date	Summary of Duties Performed

Signature of Employee

Date

Signature of Appointing Authority (or designee)

Date

University of Wyoming
INVENTORY OF UW-OWNED PROPERTY AND EQUIPMENT

Employee Name: _____

Beginning Date: _____

Ending Date: _____

Item List – Property, Equipment and/or Supplies

Item Name	Make	Model #	Serial #	Property Tag #

Comments:

Signature of Employee

Date

Signature of Appointing Authority (or designee)

Date