

## **Telecommuting Policy**

### Introduction

MVNU supports telecommuting, when there is an operational need or the potential for MVNU savings. The Telecommuter Agreement must be completed and signed prior to the effective date of the telecommuting arrangement.

### Definitions

“Telecommuting” is a work arrangement, in which some or all of the employee’s work is performed at a non-MVNU work site (e.g., the employee’s home). A “telecommuter” is an MVNU employee who has entered a telecommunicating agreement with MVNU. The non-MVNU work site is the telecommuter’s “designated workspace.”

### General Policies

1. Telecommuting is not suitable for all employees and/or positions. Any employee who wants to telecommute must discuss the request with his/her supervisor. The supervisor will make the recommendation and rationale to the Director of Human Resources and the appropriate SLT member, who will make final decision as to whether telecommuting is permitted.
2. Participation in a telecommuting agreement is voluntary. A supervisor may not require an employee to telecommute, nor does an employee have the "right" to telecommute.
3. The Telecommuting Agreement will include a current position description that delineates duties to be performed at the telecommuter’s MVNU work site (if any) and at the non-MVNU work site to be attached to the Telecommuting Agreement upon submission.
4. The telecommuter’s duties and responsibilities remain unchanged. The telecommuter is expected to meet/communicate with his/her supervisor to receive assignments, review work progress, and complete work, as often as the supervisor deems necessary.
5. The position description may include telecommuting on a part-time or full-time basis. The telecommuter’s work must be of a nature, in which face-to-face interaction is minimal or may be scheduled to permit telecommuting.
6. Job duties, work production, and customer/public service are expected to be performed professionally and follow the same high standards that are expected of non-telecommuters.
7. Business meetings or regularly scheduled meetings with faculty/staff/students shall not be held at a telecommuter’s designated workspace.

8. The telecommuter's salary/benefits/insurance/workers' compensation coverage shall not change. A telecommuter is not entitled to reimbursement for travel mileage to attend a departmental meeting and must obtain supervisory approval before taking leave in accordance with MVNU policy.
9. The supervisor and telecommuter will formulate objectives, expected results, and evaluation procedures for work completed while the employee is telecommuting. The supervisor and telecommuter will meet at pre-determined intervals to review the telecommuter's work performance.
10. Telecommuting is not a substitute for dependent care. Telecommuters are required to make arrangements for dependent care during the agreed-upon work hours. The telecommuter's supervisor may ask the telecommuter for information about dependent care arrangements.
11. Telecommuters shall not perform personal business/activities during agreed-upon work hours.
12. During agreed-upon work hours, the telecommuter must be reachable via telephone (landline or cell), fax, network access, and/or e-mail. The telecommuter and the supervisor will agree on how to handle work-related phone messages, including the feasibility of a phone answering machine.
13. Telecommuters are responsible for contacting their insurance agent and tax consultant for information, regarding telecommunicating, working from home, and coverage for equipment that is damaged/stolen/destroyed.
14. MVNU or the telecommuter may discontinue the Telecommuting Agreement at any time, with advance notice (generally 3 working days).

#### Designated Workspace

1. The telecommuter must maintain a designated workspace that is quiet, free of distractions, kept in a clean/professional/safe condition, and with adequate lighting and ventilation.
2. To ensure that safe working conditions exist, MVNU reserves the right to make on-site inspections of the designated workspace at mutually agreed-upon times. If an injury occurs at the designated workspace during telecommuting work hours, the telecommuter shall immediately report the injury to his/her supervisor.
3. MVNU is not be responsible for operating costs, home maintenance, property or liability insurance, or other incidental expenses (e.g., utilities, cleaning services, etc.) associated with the use of the telecommuter's residence.
4. MVNU is not liable for damages to the telecommuter's property that may result from participating in the telecommuting arrangement.
5. To ensure regular and predictable contact with MVNU staff and others, a consistent schedule of telecommuting work hours and days is expected. (For some positions, flexibility in work hours and days is permitted.) A specific work schedule will be stated in the Telecommuting Agreement.

Exceptions will be made when an employee's presence is required for a function or activity that cannot reasonably be re-scheduled.

6. An FLSA non-exempt employee shall not work overtime without prior supervisory approval. If the employee works overtime that has been approved in advance, compensation or compensatory time off will be provided in accordance with eligibility guidelines and applicable laws and policies. The employee understands that failure to obtain prior approval for overtime work may result in discontinuance of telecommuting and other appropriate disciplinary action.
7. Work done at the telecommuter's designated workspace is regarded as official MVNU business. The telecommuter may not perform work on behalf of MVNU at a non-designated work space.

#### Other Policies

1. Supply needs must be preauthorized by the telecommuter's supervisor. Only preauthorized out-of-pocket supplies expenses will be reimbursed.
2. MVNU will not provide workspace furniture for *part-time* telecommuters. Workspace furniture may be provided for *full-time* telecommuters, provided that this is discussed by the telecommuter and his/her supervisor and approval is obtained from the Director of Human Resources and the appropriate SLT member.
3. The telecommuter may request equipment, computer hardware, software, specialized material, or other items that are necessary and appropriate to the position. These items are MVNU property, may not be used for personal purposes, and must be surrendered to MVNU immediately, upon request.
4. The telecommuter will use a surge protector and current virus protection for all MVNU property. MVNU is not responsible for the loss, damage, or wear of non-MVNU property. MVNU may pursue recovery from the telecommuter for MVNU property that is damaged, destroyed, or stolen, while in the telecommuter's care, custody, or control.
5. Restricted-access MVNU materials shall not be accessed electronically by the telecommuter, unless prior approval is obtained from his/her supervisor and the appropriate MVNU security access administrator. The telecommuter will not duplicate MVNU software.
6. If the telecommuter is unable to perform work assignments due to equipment failure or other unforeseen circumstances, the telecommuter shall promptly notify his/her supervisor.
7. The telecommuter may be reimbursed for internet access up to \$25.00 a month, so long as prior approval is obtained from his/her supervisor, the Director of Human Resources, and the appropriate SLT member.
8. All MVNU information (e.g., records, documents, correspondence, etc.), whether in hard copy or electronic form, is considered MVNU property. The telecommuter will protect MVNU information from damage, destruction, or unauthorized disclosure. The telecommuter will comply with all laws and MVNU rules, policies and procedures, regarding the disclosure or destruction of information. The telecommuter may not disclose or destroy MVNU information without the knowledge of prior

approval from his/her supervisor. The telecommuter shall surrender all MVNU information immediately, upon request.

9. The telecommuter is subject to all other MVNU policies.

Version	Approval Date of Version	Version Type
1.0	Senior Leadership Team, July 1, 2013	Initial release