

<b>University Policy Number:</b> UP-03-01	<b>Effective Date:</b> March 13, 2020
<b>Subject</b>	Telecommuting Policy
<b>Authority</b>	Article IX, Section 7(c), Florida Constitution
<b>Applicability</b>	Managers and Non-Faculty Employees
<b>Related</b>	N/A

**I. POLICY PURPOSE AND INTENT**

The purpose of this policy is to establish the authority for the President, Provost, and Vice Presidents to provide flexibility to managers and non-faculty employees (employee(s)) in performing Florida Agricultural and Mechanical University (University) work at an alternative worksite, if it is in the best interests of the University.

**II. STATEMENT OF POLICY**

The President, Provost, and Vice Presidents will have the option of establishing a telecommuting arrangement for positions designated as eligible to perform work at an alternative worksite other than on the University's main or branch campuses. Employees must be in a permanent status and the position must be designated as a position eligible for telecommuting to participate in a telecommuting arrangement. An employee does not have a right to telecommute, and a telecommuting agreement does not change the nature of the employment relationship or the terms and conditions of employment. Telecommuting arrangements may be rescinded at any time. Employees who telecommute are subject to the same University regulations, policies, or procedures as other University employees in the same classification.

**III. DEFINITIONS**

A. Adverse Impact – A negative impact to the University due to an employee's physical absence from the official worksite. This would include, but is not limited to, the following:

(1) A reduction of the work unit's productivity. Examples include:

- (a) An employee's or work unit's inability or reduced ability to perform required tasks.
- (b) An employee's or work unit's failure to meet performance goals.
- (c) An employee's or work unit's unsuitability for alternative work.
- (d) A reduced level of work unit teamwork and communications.
- (e) Physical or technological barriers to productivity at an alternative worksite.
- (f) A reduced level of services provided to the University's customers. Examples include, but are not limited to, the following:

- 1. Not enough worksite staffing.
- 2. An employee's or work unit's inability or reduced ability to provide essential services, products, and support to the University's customers.

(2) An increase in the cost of University operations. Examples include, but are not limited to, the following:

- (a) The cost of authorized overtime to carry out unit operations.
  - (b) Not enough resources to provide ongoing communications, data security, or other University equipment and resources needed to perform tasks at the alternative worksite.
- B. Alternative Worksite – The participating employee’s approved telecommuting work location.
- C. Confidential Information – Information that is prohibited from disclosure under the provisions of applicable state or federal law, rules, or regulations.
- D. Eligible Employee – An University Support Personnel Services (USPS), Administrative and Professional (A&P), Administrative and Professional Executive Services (A&P EX), or Other Personal Services (OPS) employee whose position, job duties, work habits, performance record, and alternative worksite are suitable for participation in the Telecommuting Policy.
- E. Official Worksite – The University’s main or branch campuses where the employee is assigned. An employee may have only one official worksite.
- F. Regular Basis – Scheduled telecommuting away from the official worksite that is approved, planned, recurring, and predictable.
- G. Telecommute – A work arrangement allowing employees to conduct all or some of their work away from the official worksite during their contracted work hours on a regular basis. Telecommuting is also known as “telework.” The terms “telework” and “telecommuting” are often used interchangeably.
- H. Telecommuter – An employee who conducts all or some of their work away from the official worksite during their contracted work hours on a regular basis.
- I. Telecommute Agreement – The agreement between an employee approved to work at an alternative worksite and the University that provides the terms and conditions of the employee’s participation in the Telecommuting Policy.
- J. University-managed Device – A device not owned by the University, but which the University ensures the hardware and software used is in compliance with University standards.
- K. University-owned Device – A computing, telecommunication, or storage device, including associated hardware and software licenses, purchased with University funds and used for official purposes only. The University is responsible for the configuration and maintenance of University-owned devices.

#### IV. PROCEDURES

- A. The President, Provost, and Vice Presidents have the authority to:
- (1) approve or disapprove eligible employee requests for telecommuting under their direction and may authorize the use of University-owned devices, equipment or services, including telecommunication lines.

- (2) require and approve or disapprove a written telecommuting arrangement between the employee and the University, which incorporates specific terms and conditions of the telecommuting arrangement to include, without limitation, location, work hours, duration, expenses to be paid by the employee and University, equipment and services to be provided by the University and the employee, and termination. (See attached Agreement).
- (3) approve or disapprove the alternative worksite, work hours, and duration of the telecommuting arrangement.
- (4) approve or disapprove time, attendance, and leave, to include overtime and compensatory leave for employees who participate in an approved telecommuting arrangement in accordance with University regulations, policies and/or procedures regarding time, attendance and leave.
- (5) rescind the telecommuting agreement with the employee and direct said employee to return to the physical location of the University's main or branch campuses.

**B. Time, Attendance, and Leave:**

- (1) Supervisors and telecommuting employees shall adhere to all University regulations, policies and procedures regarding time, attendance and leave.
- (2) Time, attendance and leave shall be recorded as if the telecommuting employee were performing work at the physical location of the University's main or branch campuses.
- (3) Telecommuting employees shall obtain supervisory approval prior to taking leave or working overtime in accordance with University regulations, policies and/or procedures.

**C. Equipment, Services, and Costs:**

- (1) Any telecommuting condition that requires the expenditure of University funds for equipment, services or reimbursements must be pre-approved prior to incurring the expense.
- (2) Maintenance of Equipment: Equipment provided by the University must be protected against damage, unauthorized use and theft. University-owned equipment and devices will be serviced and maintained by the University.
- (3) Costs:
  - (a) The University shall not be responsible for operating costs, home maintenance, any other incidental costs (e.g. utilities and security) associated with the use of the approved alternative worksite (e.g. employee's residence), or employee-owned equipment used in telecommuting.
  - (b) The employee does not waive the right to be reimbursed for pre-approved expenses incurred while conducting official business for the University.

**D. Liability:**

- (1) The University shall not be liable for damages to the employee's personal property resulting from participation in telecommuting. The employee agrees to hold the University harmless against any and all claims, excluding workers' compensation claims.
- (2) The telecommuting employee shall be financially responsible for University-owned equipment that is stolen, damaged and or destroyed during the telecommuting arrangement. Such financial responsibility shall include the repair and/or replacement,

in accordance with procedures set forth in applicable University regulations, policies and/or procedures.

**E. Workers' Compensation:**

The employee is covered by workers' compensation if injured in the course of performing official University duties at the approved alternative worksite.

**F. Verification of Safety:**

In executing the telecommuting agreement, the employee certifies that the approved alternative worksite provides a work space that is free of safety and fire hazards. The President, Provost, Vice President and/or designee may authorize designated staff to audit and/or review the alternative worksite to ensure compliance with the telecommuting policy and/or any other University regulations, policies and/or procedure.

**G. Information Security and Records:**

The telecommuting employee shall apply safeguards approved by the University to protect University records and information, including, but not limited to, student education records that are protected by the Family Educational Rights and Privacy Act (FERPA), electronic or otherwise, from unauthorized disclosure, dissemination or damage. All records, papers and correspondence must be maintained and safeguarded for their return to the University.

**H. Job Performance and Location:**

- (1) Job performance will be based on established standards in accordance with the performance procedures outlined in University regulations, policies and/or procedures.
- (2) The telecommuting employee shall perform any and all University business at the physical location of the University's main or branch campuses or the approved alternative worksite only.

**I. Annual Performance Evaluations:**

- (1) Supervisors shall perform and provide an annual performance evaluation of the specific performance expectations of the telecommuting employee. Supervisors shall annually evaluate the telecommuting employee based on established standards in accordance with evaluation procedures outlined in University regulations, policies and/or procedures.
- (2) Employees must at least "achieve" or "meet" all satisfactory performance standard ratings in order to participate and remain in the telecommuting program.
- (3) Employees shall not telecommute while on a performance improvement plan (PIP).

**J. Penalties for Non-Compliance**

- (1) Florida law prohibits participating telecommuting employees from conducting face-to-face University business at any residence. Any failure of the telecommuting employee to comply with this provision will result in the:

- (a) Immediate termination of the telecommuting agreement; and the return of the employee to the official worksite of the University's main or branch campus, and/or
- (b) Imposition of appropriate disciplinary action, up to and including dismissal from University employment.

K. Exemptions:

- (1) This policy does not apply to job duties performed while in travel status and does not apply to the performance of job duties that, by their nature, are performed routinely away from the official worksite.
- (2) This policy does not apply to contractors or contractors' employees.
- (3) This policy does not apply to those employees who provide direct care to dependents at the alternative worksite during University business hours.
- (4) This policy does not apply to those employees away from the worksite while on workers' compensation leave.
- (5) This policy does not apply to employees who are on sick leave or Family Medical Leave.
- (6) This policy does not apply to employees who are on administrative leave.

L. Tracking Measures of Telecommuting Program:

The University shall establish and track performance measures of the telecommuting program. Such measures must include, but need not be limited to, those that quantify financial impacts resulting from the telecommuting program.

  
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 Larry Robinson, Ph.D.  
 President

3/13/2020  
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 Date

  
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 Alan D. Robertson, Ph.D.  
 Vice President, Finance and Administration/CFO

3/13/20  
 \_\_\_\_\_  
 Date

Attachments:	Telecommuting Agreement (HR-2015-00)
Hyperlink Addresses:	

## Telecommuting Agreement

Employee Name:	Employee ID No.:
Position Title:	College/School/Div./Dept.:

**Duration:** This Agreement will be valid as specified below until terminated by the employee or management.

**Termination of Agreement:** The employee may discontinue the telecommuting Agreement at any time. Also, management may discontinue the telecommuting Agreement at any time, if it is not in the best interests of the University. Termination of the Agreement by either party must be in writing.

**Place of Work:** The employee agrees to work at the official work site and/or the approved designated alternative worksite and not at an unapproved site. The supervisor may require the employee's physical presence and participation in meetings, training sessions, and/or other work-related activities, in the supervisor's sole discretion.

**Work Hours:** Work hours are specified below. Any deviation from the specified work hours must be approved in advance by the supervisor. The employee shall not be responsible for or engaged in care-giving for children, parent(s), or others during scheduled hours of work. The employee shall remain accessible during the telecommuting work schedule and shall check in with the supervisor to discuss status and open issues.

**Basis for Entitlements:** All pay, leave, and travel reimbursement entitlements shall be based on the employee's official worksite, not the approved designated alternative worksite. The employee does not forfeit any reimbursement for authorized expenses incurred while conducting business for the University.

**Leave:** The employee must obtain supervisory approval before using leave in accordance with established procedures.

**Overtime:** If the employee is eligible to receive compensation for overtime (i.e., overtime pay and/or compensatory leave), he/she must receive supervisory approval for such overtime in advance of working the time.

**Equipment:** In order to effectively perform work, the employee may be authorized to use University equipment at the approved designated alternative worksite. The equipment must be protected against loss, damage, and unauthorized or accidental use and access. Equipment provided by the University will be maintained and serviced by the University. Access to University equipment at the approved designated alternative worksite must be granted to appropriate university officials. Employee is responsible for providing space, telephone, printing, networking, and/or Internet capabilities at the designated alternative worksite, and shall not be reimbursed by the employer for these or related expenses. Internet access must be via DSL, Cable Modem, or an equivalent bandwidth network. Equipment provided by the employee shall be at no cost to the university and shall be maintained and serviced by the employee.

**Personal Liability:** The University shall not be liable for damages to the employee's personal property resulting from this telecommuting Agreement. Employee agrees to hold the University harmless for injury to others at the designated alternative worksite. The employee understands that Employee is responsible for tax consequences, if any, of this arrangement, and for conformance to any local zoning regulations.

**Costs:** The University shall not be responsible for the operating, maintenance, or other incidental costs associated with use of the employee's residence as the approved designated alternative worksite.

**Workers' Compensation:** The employee is covered by workers' compensation for an injury or illness resulting from performing official duties at the approved designated alternative worksite. The employee must authorize appropriate officials to access the approved designated alternative worksite to perform safety inspections and/or investigate a workers' compensation claim.

**Supervisor Visits:** The supervisor may visit the approved designated alternative worksite with advance notice to the employee. The purpose of such visit is to ensure proper maintenance of any equipment provided by the University, confirm that the site is conducive to the telecommuting agreement, observe work being performed, and/or for other business-related reasons.

