



Approved as amended by: Chancellor

Michael Alexander

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## Telecommuting (Remote Work) Policy

### HR-14-15-6

The University of Wisconsin-Green Bay Telecommuting (Remote Work) Policy has been created in accordance with [SYS 1228: Telecommuting \(Remote Work\)](#). As part of an evolving workforce management strategy, and reflective of both the labor marketplace and an interest in maximizing operational efficiency, UW-Green Bay seeks to expand opportunities for flexible working arrangements for our employees. Remote work provides flexibility to employees in balancing work and personal obligations, allows for creative space allocation on the campuses, and may improve employee satisfaction and retention rates. Therefore, UW-Green Bay is committed to supporting remote work arrangements as much as possible when it is beneficial for both the employee and the institution.

[SYS 1228: Telecommuting \(Remote Work\)](#) provides overall authority for decisions around remote work. UW-Green Bay's Telecommuting (Remote Work) Policy outlines how [SYS 1228: Telecommuting \(Remote Work\)](#) will be interpreted at UW-Green Bay to establish remote work arrangements with eligible employees. This policy does not address flexible work schedules. For information about alternative work schedules, please see the UW-Green Bay [Alternative Work Schedule Policy](#).

### Eligibility:

An employee is eligible to request to work remotely so long as:

- The employee's job duties (as documented in their position description) can be fulfilled from a remote location.
- The work unit and institution have the ability to monitor or measure employee productivity during the period of remote work.
- The employee has all tools required for their job available to them at the remote location, as determined by the employee's supervisor.
- The employee can certify that their remote workspace meets minimum safety requirements.

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## UW-Green Bay Definitions:

**Telecommuting/Remote Work:** An employment arrangement in which an employee performs their job functions from an approved alternate worksite which is not the official office location for the employee's work unit *on a standard and recurring basis* (generally one or more days per week). For purposes of this policy and the related forms and documents, the terms "telecommuting", "remote work", and "telework" are interchangeable and all refer to the concept of remote work under this policy and [SYS 1228: Telecommuting \(Remote Work\)](#).

**Workplace Flexibility:** Flexibility in which work is performed at an alternate work site that is not the official office location for the employee's work unit but on a sporadic basis that does not follow a regular, repeated schedule, such as an unplanned need to work from an alternate site due to illness, weather emergency, temporary school closure, etc.

**Headquarters Location:** Otherwise known as "home campus", the headquarters is the official location where the employee's work is performed on an ongoing basis, typically the campus or institution office for the employee's work unit. The headquarter location is determined by the needs of the University and is assigned at the time of hire, when entering into a remote work agreement, or when position changes occur. Rules around identification of headquarters location can be found in [SYS 1228: Telecommuting \(Remote Work\)](#).

## Remote Work Agreements:

- **Workplace Flexibility** is permitted for an eligible employee without a formal written agreement upon the mutual consent of the employee and their supervisor.
- **Remote Work** arrangements must utilize the [Remote Work Agreement](#) and the agreement must be approved by the supervisor. All agreements expire on an annual basis at the end of a fiscal year

Remote work agreements are approved on a case-by-case basis at the discretion of the employee's supervisor consistent with the student-focused mission of the university and the needs of the respective unit/department. Supervisors must consider job responsibilities, organizational need, employee performance, equity among like-positions, and employee preference when entering into discussions around remote work. To participate in a remote work arrangement, the arrangement must meet the work unit's operational needs and other conditions of employment, and the employee must successfully perform their job responsibilities and performance expectations. As noted in campus [grievance policies](#), the denial of a telecommuting request is not a disciplinary action and is therefore a non-grievable subject. Area Leaders will be provided periodic reports of the remote work agreements approved for their areas.



Remote work agreements may not be longer than one (1) year in duration and must be updated at the start of each fiscal year or earlier as warranted due to changes in work responsibilities, availability of equipment, or evolving workplace practices.

Out of state remote work is complex and involves increased costs and legal risks due to employment laws, taxation rules, cybersecurity risks, and other compliance requirements in other states. If the proposed remote worksite is outside of the state of Wisconsin, additional approval by the Office of Human Resources is required. International remote work is generally not allowed due to the complexity and legal risk. In rare cases (and in consultation with OGC), international remote work would only be approved if the assignment meets a stated business need of the university, and not for the convenience of an employee.

Faculty and instructional academic staff (IAS) inherently have significant flexibility in work arrangements due to their primary job responsibilities of teaching, scholarship, and/or service. Therefore, a remote work agreement is only necessary for faculty and IAS if it is reasonably expected that the employee's sole worksite is elsewhere (i.e. the hired FA/IAS member is located outside of the state of Wisconsin). When a remote work agreement is required for Faculty and IAS, they should complete the entire agreement aside from the "typical schedule on-site" and "typical schedule off-site" sections under *Telecommuting Schedule*. Regardless of whether an agreement is required, Faculty and IAS are responsible for ensuring the Remote Work Expectations below are met when working at an alternative site. UW rules around identification of headquarters location apply for faculty and IAS, and can be found in [SYS 1228: Telecommuting \(Remote Work\)](#).

## Remote Work Expectations

### Work Performance

To be eligible to enter into a remote work arrangement, the employee must be meeting performance standards as determined by their supervisor. An employee working remotely is responsible for maintaining availability, levels of production at the expected standard, and quality of work at the expected standard while working remotely. Inadequate availability, reduced work production, and/or reduced work quality may be cause for modifications or termination of an employee's participation in remote work. In such instances, the employee will be required to return to the work place and the remote work agreement will be terminated.

### Communication

The employee understands that effective communication is essential for the remote work arrangement to be successful. The employee will be available by phone, email, and virtual meeting platforms (i.e. Teams, Zoom,



etc.) during scheduled remote work hours. The value of participation and contact with co-workers, students, and supervisors is understood, thus most arrangements will require remote employees to have designated periods of work time on-campus.

### **Time and Leave Administration**

Employees who according to the Fair Labor Standards Act (FLSA) are eligible for overtime, must report actual hours worked and have supervisor approval before reporting additional hours that could generate night or weekend differentials. Night and weekend differentials are not available when an employee working remotely chooses to shift their work hours into a night or weekend period for the employee's benefit or convenience.

When under a remote work arrangement, employees will utilize available leave time to accommodate personal business or appointments that fall during their regular work hours, following normal approval process in advance of the requested time off.

### **Records Management**

All work-related documents should be stored on local institution network drives or in cloud storage utilized by the local institution to ensure data is backed up. Work documents should not be stored on local or personal workstation hard drives. Employees must obey all UW System and local institution policies related to remote access to UW System IT assets, information security, and data protection. Employees using UW System IT resources to work remotely are fully obligated to comply with [Regent Policy Document 25-3. Acceptable Use of Information Technology Resources](#). If paper files will be stored at the remote workplace, the telecommuting agreement must describe how these files will be secured against unauthorized access and maintained.

Remote work may require the employee to take confidential information to the alternative site. The employee will take reasonable precautions to prevent disclosure of any confidential information as outlined on the [Employee Confidentiality Agreement](#).

### **University-Provided Equipment**

Employees are provided one work station set-up. Additional University-provided equipment at home is not an entitlement of remote work employees. Depending on the job, movement of equipment off campus for the purpose of remote work will vary and is determined by the supervisor following the below guidance. Any exceptions to these must be approved by the Division of Information Technology (GBIT).



- The following equipment has been approved by IT to be moved off-campus as needed: Laptops, tablets, smartphones, monitors, keyboards, mice, webcam, speakers, and docking stations.
- The following equipment is not approved by IT to be moved off-campus: Desktops, VOIP phones, printers, scanners, copiers, and credit card processors.
- Employees working remotely must abide by the university's policies covering acceptable use, information security, software licensing, internet access, and data privacy.
- Maintenance on university-owned equipment will be performed by a university authorized technician. The employee will be responsible for bringing the equipment to the employer-designated location for maintenance as needed.
- Any damage to University-owned equipment should be reported to the IT Help Desk as soon as possible. Outside of typical wear and tear, the cost to repair damaged equipment may be the responsibility of the employee.
- Maintenance, repair, and troubleshooting of employee-owned equipment is the responsibility of the employee. The university is not liable for such equipment even if the employee is engaged in university work at the time of malfunction.
- Personally-owned devices and software must be maintained by the employee, including but not limited to; up to date anti-virus software, security patches, firewall, internet connection, etc.
- Employees must return all university-owned equipment to the university when requested by their supervisor, when the agreement ends, or when employment is terminated.
- Upon approval of a remote work agreement, the supervisor is responsible for reporting all University-owned assets moving to the telecommuting site to IT via the [established procedure](#). And, as outlined on the [Separation Checklist](#), the supervisor is accountable for ensuring that all equipment is returned upon employee separation.

## Expenses

- The following expenses are covered by the University for telecommuting employees:
  - Standard office supplies (at the level that would normally be provided to an employee), which shall be obtained through the standard departmental procurement procedures.
- The following expenses are not paid or reimbursed by the University for telecommuting employees:
  - Personal phone bills. Employees are provided with the use of Jabber, Teams, and/or other telephone communication resources to avoid use of the employee's personal device for work purposes.
  - Costs associated with non-University issued telecommuting site electronics (i.e. printer, printer cartridges, printer paper, scanners, etc.).

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- Costs related to remodeling and/or furnishing the work space
- Normal household expenses such as heating and electricity
- The establishment and maintenance of a home internet connection with sufficient bandwidth to effectively perform the duties of their position, including video conferencing and meetings.

## **Travel**

An employee may not be reimbursed for travel from home or an alternate work location to the position's assigned headquarters. The headquarters will only be assigned as an employee's home or alternate work location if it is a mandated fully remote work arrangement (required as a condition or expectation of employment) and if the home or alternative work location is more than eighty-five (85) miles away from the otherwise identified headquarters. For hybrid or voluntary remote work arrangements, UW-Green Bay will not reimburse travel expenses between an employee's residence or alternate location and their UW-Green Bay headquarters. Employees operating under a remote work agreement must receive the approval of their supervisor before incurring any reimbursable travel-related expenses.

## **Remote Work Site**

The address, telephone number, and description of the remote work site shall be outlined in the remote work agreement. Clients or students will not be allowed at the remote work site. The remote work site may be subject to safety compliance inspection by university personnel and/or other authorized individuals during scheduled work time or by appointment. The cost of this inspection shall be absorbed by the home department of the employee. The employee should be available to report to the campus work site in a reasonable amount of time should an emergency arise. The employee will notify their supervisor of any change in residence, as the new residence will be reviewed for approval under a new remote work agreement.

The employee agrees to furnish and maintain the remote work site in a safe manner consistent with the requirements of the university and state and federal safety regulations. The [Remote Work Agreement](#) includes safety and ergonomic checklists which must be completed as part of the remote work request.

By signing the Telecommuting Agreement, the employee attests that they have appropriate insurance (Homeowner's or Renter's insurance, as appropriate) for the remote work site. Upon request, the employee will supply a certificate of insurance coverage. The tax implications of remote work are the responsibility of the employee. The employee is encouraged to seek professional advice in this area.

## **Workers' Compensation**

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The employee will be eligible for workers' compensation benefits for any injury or illness that arises out of the employee's work, occurs at the worksite, and occurs during the working hours specified in the agreement. A job related accident/illness during the remote work hours must be reported to the supervisor or other authorized university representatives within 24 hours. When the remote work site is out of state and if the out of state location is the primary work site, a separate policy regarding worker's compensation is required. Any expense in obtaining this policy will be the unit/department's responsibility.

### **Scope of the Remote Work Agreement and Personal Waiver of Responsibility**

The employee understands that all obligations, responsibilities, and terms and conditions of employment with the University of Wisconsin-Green-Bay remain unchanged, except those specifically addressed in the Telecommuting Agreement. All policies and procedures, including work rules, apply to the employee working remotely. Any breach of the Agreement by the employee may result in modification or withdrawal of remote work privileges under the Agreement, termination of the Agreement, and/or disciplinary action, up to and including termination of employment.

By signing the [Remote Work Agreement](#), the employee agrees to release the State of Wisconsin, the University of Wisconsin System, UW-Green Bay and all its officers, employees, and agents from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description including injury, death, or damage to their property, which arises out of, in connection with, or occurs during participation in the remote work program.

### **Additional Resources**

- [SYS 1228, Telecommuting \(Remote Work\)](#)
- [Employee Tip Sheet for Completing the Telework eForm](#)
- [Manager Tip Sheet for Completing the Telework eForm](#)
- [Manager's-Guide-to-Telecommuting](#)