I. Purpose

To set policy defining under what circumstances it may be appropriate to allow employees to work remotely for all or part of their workweek. University Hospital considers telecommuting to be a viable, flexible work option when defined criteria have been met. Telecommuting may be appropriate for some employees and jobs, but not for others. Telecommuting is not an employee right, but may be authorized at the discretion of management in circumstances where such is deemed to be beneficial to University Hospital.

II. Accountability

The Chief Human Resources Officer is to ensure compliance with this policy.

III. Applicability

This policy applies to all University Hospital employees.
IV. Eligibility

Regular employees may request consideration for telecommuting from their departmental management or departments may designate employees for telecommuting based upon operational benefits to the organization.

Before entering into any telecommuting agreement, the employee and manager, with the assistance of the Human Resources department, as needed, will evaluate the suitability of such an arrangement, reviewing the following areas:

- Employee’s productivity and performance. Evidence of sustained satisfactory performance and productivity with a demonstrated ability to successfully work independently is required. Examples of such evidence are direct observation by management, performance appraisals, prior work history and any other indicators relevant to these considerations.
- Job responsibilities. The employee and manager will discuss the job responsibilities and management, in its sole discretion, will then determine if the job and employee are appropriate for a telecommuting arrangement.
- Equipment needs, workspace design considerations and scheduling issues. The employee and manager will review the physical and technical workspace needs and the appropriate location for the telework, which can include a variety of safe, secure and confidential locations.
- University Hospital will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space.
- Telecommuting employee will not be available during the core business hours, as set by his/her department, to provide dependent care. The focus of the arrangement must remain on job performance and meeting University Hospital’s business demands.

V. Requirements

A. Agreement

Employees who are approved for telecommuting shall sign and abide by a Telecommuting Agreement (See Exhibit I). The Agreement may require modification to fit individual telecommuting-site circumstances. A copy of the Agreement shall be retained in the employee's personnel file and departmental file.

Any telecommuting arrangement may be discontinued at any time at the request of either the telecommuter or the organization. Every effort will be made to provide thirty (30) days' notice of such change to accommodate issues that may arise from the termination of a telecommuting arrangement. There may be instances, however, when no notice is
possible. Failure to comply with this policy may result in the immediate termination of the telecommuting agreement and discipline consistent with University Hospital’s Code of Conduct, and associated policies, procedures and collective negotiation agreements.

B. Security
Consistent with the University Hospital's expectations of information security telecommuting employees will be expected to ensure the protection of all confidential and other proprietary hospital documents, materials, equipment and information, to the same extent as if they were working at their regular assigned work location. This includes electronic and printed materials.

This may require telecommuting employees to take extra precautions at the telecommuting work site. Such precautions may include, but are not limited the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

Telecommuting employees must follow all procedures outlined in University Hospital’s data security policies and procedures.

C. Equipment
Employees who do not possess computer hardware, software and other electronic devices deemed appropriate by University Hospital for telecommuting may be provided such by the hospital. The use of these resources, when provided by University Hospital for use at the remote work location, is limited to authorized persons for purposes relating to hospital business only. The specific tools and equipment provided by the hospital for the purpose of telecommuting will be reviewed with the employee and documented in the Telecommuting Agreement.

D. Safety
Employees are expected to maintain their alternative worksite in a safe manner, free from safety hazards. University Hospital will provide each telecommuter with a safety checklist that must be completed. Injuries sustained by the employee in an alternative worksite location and in the course of performing their assigned duties will be reviewed on a case by case basis for compensability under the Hospital’s Workers’ Compensation Program. Telecommuting employees are responsible for notifying the employer of such injuries, in accordance with the hospital’s Workers Compensation Policy. The employee is liable for any injuries sustained by visitors to his or her home worksite.
E. Time Worked
   Non-exempt telecommuting employees will be required to accurately record all hours worked using University Hospital's time-keeping system. Hours worked in excess of those scheduled per day and per workweek require the advance approval of the telecommuter's manager consistent with University Hospital’s Attendance Control Policy.

F. Ad Hoc Arrangements
   Temporary telecommuting arrangements may be approved for circumstances such as inclement weather or special projects. These arrangements are approved in management’s sole discretion on an as-needed basis only, focusing first on the business needs of the organization, with no expectation of ongoing continuance.

G. Workplace Accommodations
   This Policy does not apply to requests for, or management of, workplace accommodations under the Americans with Disabilities Act, or any other applicable federal, state, or local law or regulation. Employees seeking such workplace accommodations should contact Human Resources, Leaves and Accommodations.

VI. Procedures
   A. Employee Availability and Responsiveness
      While employees and managers have the freedom to develop arrangements tailored to employee and departmental needs, the following basic requirements must be met:
      - Employees must be able to carry out the same duties, assignments, and other work obligations at the remote location as they do when working on University Hospital’s premises.
      - Employees must be available to their managers and co-workers during core work hours as defined exclusively by management.
      - Employees must be available to attend scheduled meetings, training sessions, or similar events or occurrences, and participate in other required office activities off-site or on-site at University Hospital, as needed.
- Employees who are unable to work due to illness must use sick leave, and must report their absence to their supervisor in accordance with hospital policy.

- Employees who wish to be relieved of responsibility for work on a particular day or days must use vacation or float holiday time in accordance with hospital policy. This includes situations where an external event, such as a power outage at an alternative worksite, prevents the employee from working remotely.

B. Timekeeping

Managers will be required to establish methods of ensuring productivity for non-exempt (hourly) and exempt employees alike. Such methods could include, for example, required times to log in to computers, attendance at virtual meetings, or other means to verify attendance. Managers are expected to ensure the employee performs the appropriate quantity of work hours and that the output and quality of the employee’s work is at the level expected pursuant to the employee’s job description.

Overtime authorization requirements do not change. Consistent with University Hospital’s Attendance Control Policy. This means that non-exempt employees must obtain permission to work overtime unless emergency conditions prevent the employee from obtaining prior authorization.
Telecommuting Agreement (Template)

Telecommuting is a voluntary agreement between the manager/supervisor and employee. This agreement begins on ______ and continues until ____, and must be renewed. It can be discontinued at any time by either party with ___ days’ notice and without adverse repercussions.

1. Employee will telecommute to the following alternative worksite __________(Home).

2. In office days will be ____. Home office days will be ________. Employee agrees to be available during the assigned business hours of ____ to ____ for communication through such methods as dedicated phone line, voice mail, modem, fax, beeper, etc., and agrees to respond within ____ minutes/hours. Employee initiated schedule changes must be with advanced approval by the manager. It is expected that telecommuting employees will flex their work hours to accommodate changing departmental needs (update of computer software, etc.).

3. The duties, obligations, responsibilities and conditions of employee's employment with the University Hospital remain unchanged. Employee's salary, retirement, vacation and sick leave benefits, and insurance coverage shall remain the same.

4. Work hours, overtime compensation, use of sick leave, and approval for use of vacation will conform to University Hospital policies and procedures, departmental guidelines, or to the appropriate corrective bargaining agreement, and to the terms otherwise agreed upon by employee and the supervisor.

5. Employee agrees to maintain a safe and ergonomically sound work environment, to report work- related injuries to the supervisor at the earliest opportunity, and to hold the University Hospital harmless for injury to others at the telecommuting location. Employee agrees to allow an authorized University Hospital representative to inspect the home office as needed.

6. Employee agrees to provide a secure location for University Hospital owned equipment and materials, and will not use, or allow others to use, such equipment for purposes other than University Hospital business. All equipment, records, and materials provided by the University Hospital shall remain University Hospital property. Employee agrees to allow the University reasonable access to its equipment and materials.
7. Employee agrees to return University Hospital equipment, records, and materials within ___ days of termination of this agreement. All University Hospital equipment will be returned by employee for inspection, repair, replacement, or repossession with ____ day’s written notice.

8. University Hospital will pay for the following expenses:
   • Maintenance and repairs to UNIVERSITY HOSPITAL owned equipment. This equipment is ___.; and,

9. University Hospital will not pay for the following expenses:
   • Maintenance or repairs of privately owned equipment;
   • Utility costs associated with the use of the computer or occupation of the home;
   • Equipment supplies

10. Information Security

Teleworkers will comply as outlined in University Hospital policies pertaining to the protection of ePHI. In addition, employee must ensure the following:

   • The protection of University Hospital information must include physical safeguards for information on hard copy and encryption protection for all electronic storage on any media, including but not limited to portable devices and any other computer system.

   • For the protection of University Hospital data all devices not under the control of University Hospital must maintain current versions of Anti-Virus and Operating System software.

   • That flash drives or other portable drives are scanned for viruses before being used for uploading or downloading data.

   • That sensitive information in hardcopy form is returned to the office or shredded.

   • That the University Hospital’s network is accessed from the remote worksite or other locations only after prior approval and for approved purposes.

   • University Hospital Information must remain on University Hospital systems. All work must be performed in a manner which prevents the storage or transfer of information off of hospital systems. Any deviation of this must have management approval by exception only after a risk assessment is performed.

   • That employee agrees to follow the University Hospital’s guidelines pertaining to the handling of public records. Intellectual Property Products, records, documents, inventions, and discoveries made while telecommuting are the property of University Hospital. Employee is expected to comply with the University Hospital’s policies regarding inventions and copyrights regardless of the work location or whether work was performed on equipment owned by University Hospital or employee.
11. Employee will implement the steps for good information security in the home-office setting, and will check with his/her supervisor when security matters are an issue. Employee has a copy of the University Hospital's security requirements and procedures.

12. Management retains the right to modify the agreement on a temporary basis as a result of business necessity (for example, employee may be required to come to the office on a particular day), or as a result of an employee request supported by the supervisor.

13. All University Hospital equipment will be returned to University Hospital by employee for inspection, repair, replacement, or repossession with ___ day’s written notice. Employee also agrees to return University equipment, records, and materials within days of termination of this Agreement.

14. Employee understands that he or she is responsible for tax and insurance consequences, if any, of this arrangement, and for conforming to any local zoning regulations. I have read this Telecommuting Agreement and agree to its terms.

15. [Enter Department Specific Requirements]

Supervisor's Signature & Date ________________________________

Employee's Signature & Date ________________________________

Department Manager's Signature & Date ________________________________