

Michelle M Schoenecker

From: Elise MILLS <elisem@berkeley.edu>
Sent: Friday, February 15, 2019 1:53 PM
To: Michelle M Schoenecker
Subject: telecommute/remote working policies
Attachments: SAMPLE Alternate Schedule Program- revised 12-2016.pdf; Telecommuting Safety Checklist _ Human Resources.pdf; RAC Telecommuting.docx

hi Michelle,
We've had some policy & practices around this for some time.
We do not let any non-exempt staff do this.

Also, my role and the people I lead is out in a department so the tools we use (& activities) overlap with our SPO, but are not identical.

There may also be issues related to technology & protecting our systems to consider for these activities since at times our institution (and I'm sure many others) are a target for various cyber crimes from network/denial of service activities to phishing and snooping, etc.

Here are some policy/resources that we've used here for this purpose.

Elise

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150
YEARS
OF LIGHT

Upcoming Out of Office Schedule:

Monday, February 18, 2019 Presidents' Day

RAC TELECOMMUTING PROGRAM

Policy Agreement

Introduction

Telecommuting is a work strategy that is made possible by today's electronic and increasingly paperless work environment. A Staff Member who is telecommuting is as much "at work" as if he/she were physically present in the work setting. This policy covers two forms of telecommuting:

1. "Defined Telecommuting" which allows employees to work outside their normal physical place of work for a predictable period of time in order to reduce distractions and thereby improve employee efficiency.
2. "Emergency Telecommuting" is an option for employees who can and want to work but cannot be physically present in the office do to an unexpected life event or unsuitable working conditions within the RAC Office Suite.

The following policy document includes guidance for both forms of telecommuting.

Defined Telecommuting

"Defined Telecommuting" allows a Staff Member to select one specific fixed workday a week to work from home/outside the RAC office environment.

Exempt Staff Members (including Managers) who meet the following criteria are eligible to participate in Defined Telecommuting.

1. The Staff Member has a performance rating of "3" or higher on his/her most recent performance evaluation.
2. The Staff Member has satisfied any probation requirements. (SPO Contract and Grant Officers must have signature authority.)
3. The Staff Member's work can be effectively performed away from the physical office/campus environment.

The number of Staff Members in each RAC unit allowed to telecommute each workday will be determined by that unit's Manager/s. Manager/s will ensure that a sufficient number of Staff Members within each RAC unit are available within the physical office environment throughout the week to ensure that Staff Members have the opportunity to share and learn from each other through face-to-face informal discussion.

Once a Staff Member chooses a specific telecommuting day, and this day is approved by his/her Supervisor, the Staff Member's telecommuting day is "fixed" for a year. If a holiday occurs on the Staff Member's defined telecommuting day, the Staff Member does not have the option of a "make-up" day or trading telecommuting days with other Staff Members.

Also, the operational needs of the University and the RAC Unit always supersede the RAC Telecommuting Policy. This means that if sufficient advance notice is possible, and a Supervisor feels that it is necessary for a Staff Member to be physically present at a meeting (e.g. phone/video conferencing is not appropriate), the Staff Member must attend the meeting even if the meeting falls on

the Staff Member's telecommuting day. After attending the meeting the Staff Member may return to his/her off campus location or the office. The Staff Member does not have the option of a "make-up" day or trading telecommuting days with other Staff Members.

Please note: Telecommuting is voluntary. It also is a privilege, not a right, and can be revoked by the Supervisor if a Staff Member fails to follow this policy and/or the Staff Member's performance suffers and/or the needs of the RAC Unit or the University cannot be effectively addressed. The privilege of telecommuting will be reviewed for each Staff Member at least once a year. Defined Telecommuting may be terminated immediately at any time by either party, upon written notice to the other party.

Defined Telecommuting Conditions

1. The Staff Member will provide his/her contact information while telecommuting to his/her Supervisor and other Staff Members within the unit.
2. The Staff Member and Supervisor will agree upon the telecommuting work schedule (frequency may not exceed one workday per week). This schedule will include the general and/or specific assignments or tasks to be completed by the Staff Member on telecommuting days. The agreed upon work schedule will be inserted into the Staff Member's Telecommuting Certification below, and may also include the method and timing of scheduled check-ins on telecommuting days, if required by the Supervisor.
3. If substantive changes in the Staff Member's telecommuting work schedule and/or assignments and tasks need to be made, the Supervisor and Staff Member will work together to revise the work schedule. Minor and/or short term changes may be handled as needed via email communication between the Supervisor and the Staff Member. Staff Member initiated schedule changes may only be made with advanced approval of the Supervisor.
4. The Staff Member and Supervisor (or Supervisor designee) will remain accessible to each other via phone, email and other appropriate means throughout the telecommuting day and respond to any work related communication in a timely manner.
5. The Staff Member, at his/her expense, will provide all supplies and software, equipment and furnishings and insurance arrangements needed to work at the alternative site.
6. The Staff Member will maintain a safe and secure work environment, and to allow the university access to assess safety and security, upon reasonable notice. A safety checklist for telecommuters can be found here, for reference:
<http://hrweb.berkeley.edu/er/policies/other/telecommuting/safety-checklist>
7. Manager approval is required to take University-owned equipment, records, and materials from the RAC Office premises. If such approval is granted, the Staff Member agrees to provide a secure location for University-owned equipment and materials, and will not use, or allow others to use, such equipment for purposes other than university business. All equipment, records, and materials provided by the university shall remain university property. The Staff Member agrees to allow the university reasonable access to its equipment, records, and materials. University equipment located at the remote work site is subject to all policies and restrictions related to use of university-owned property. The Staff Member is responsible for any and all equipment and software that is used at the remote work site and accepts financial responsibility for any equipment that is lost, stolen or damaged because of the Staff Member's negligence, misuse or abuse.

8. The Staff Member will report work-related injuries to the Supervisor at the earliest reasonable opportunity.
9. A Staff Member that engages in telecommuting agrees:
 - (a) To hold the university harmless for injury to self or others at the Staff Member's alternate work site.
 - (b) To be personally responsible for any fees/costs associated with:
 - (i) usage and phone/internet connection
 - (ii) utility costs associated with the use of the computer and/or occupation of the alternative site
 - (iii) travel to the central office and/or parking during telecommuting days
 - (iv) the purchase office supplies not provided by the main office
 - (c) To manage dependent care and personal responsibilities at the alternate work site in a manner that allows the Staff Member to effectively meet his/her job responsibilities.
 - (d) 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.
 - (e) To use only University approved software and secure and password protected internet connections when connecting with the University's network from the remote work site via an approved campus Virtual Private Network (VPN).
 - (f) To run current anti-virus software at all times, at Staff Member's expense, and follow all University information security rules, copyright laws and manufacturer's licensing agreements.
 - (g) To report to the Supervisor instances of loss, damage, or unauthorized access at the earliest reasonable opportunity.
 - (h) That all equipment, records, and materials provided by the university shall remain the property of the university.
 - (i) That his/her personal vehicle will not be used for university business unless specifically authorized by the Supervisor.
 - (j) To return any university equipment, records, and materials used at the alternative work site during the Telecommuting period immediately upon return to RAC offices.
 - (k) That she/he is responsible for tax consequences, if any, of this arrangement, and for conformance to any local zoning regulations.
 - (l) That all obligations, responsibilities, terms and conditions of employment with the university remain unchanged, except those obligations and responsibilities specifically addressed in this agreement.

Emergency Telecommuting:

Unlike Defined Telecommuting, "Emergency Telecommuting" is not planned. Emergency Telecommuting allows a Staff Member who can work to carry out their normal job responsibilities outside their normal physical space of work, for example, to stay home to care for a family member who is ill or to continue working during long term power outages or unsuitable working conditions within RAC's office suite.

In addition to the above conditions listed for Defined Telecommuting, the following additional requirements apply to Emergency Telecommuting:

- 1) Emergency Telecommuting by a Staff Member will be approved by his/her Supervisor on an "as needed" basis.
- 2) To engage in Emergency Telecommuting the Staff Member must submit a request via email to his/her Supervisor (or designee if the Supervisor is unavailable). The request should be submitted as soon as the Staff Member becomes aware of the need to emergency telecommute. The Staff Member's request does not need to be elaborate and must include:
 - a) "Request for Emergency Telecommuting" in the email subject header.
 - b) The reason the Staff Member is requesting permission to Emergency Telecommute, e.g., "My child is sick and needs to stay home from school today."
 - c) Days and hours of the Emergency Telecommuting period, e.g., "I need to be out on (insert date)."
 - d) The alternate work site address, e.g., "I will be working at the following address: XXXX"
 - e) Any arrangements that need to be made to transfer any of the Staff Member's work to others who will be working in the work environment.
 - f) A description of how the Staff Member will communicate with others during the Emergency Telecommuting period. This must include backup and emergency contacts, e.g., "You can reach me at 510-XXX-XXXX or 510-XXX-XXXX."
- 3) The Supervisor will approve/disapprove the Staff Member's request via return email. The Staff Member should not assume that Emergency Telecommuting has been approved until the Supervisor's approval email has been received.
- 4) If Emergency Telecommuting is not approved, the Staff Member will need to take a sick/vacation day as appropriate.
- 5) If Emergency Telecommuting is approved, the Supervisor will then inform others in the Staff Member's unit that the Staff Member will be Emergency Telecommuting on that day.

Staff Member Telecommuting Certification

Each Staff Member that wishes to participate in either Defined and/or Emergency Telecommuting under the RAC Telecommuting Policy must sign this Telecommuting Policy Agreement and provide the signed Agreement to their Supervisor prior to requesting Telecommuting privileges. This will be kept on file by the Supervisor and reviewed on an annual basis. A copy of the signed Agreement will be provided to the Staff Member.

Telecommuting Work Schedule

Defined and/or Emergency Telecommuting Period	From _____ To _____
Defined Telecommuting Fixed Telecommuting Day	M T W Th. F or NA (Circle one)
Assignment/Tasks While Engaged in Defined Telecommuting	
Check-in Schedule (if applicable) While Engaged in Defined Telecommuting	

I agree to the Telecommuting Work Schedule above. I understand that emergency/defined telecommuting is a privilege not a right, and my telecommuting privileges can be rescinded by my Supervisor to better meet the needs of my unit and/or the University or if I fail to follow this policy and/or my work performance suffers. I understand that I am not required to participate in telecommuting as a condition of my employment. I have read the RAC Telecommuting Policy, and I hereby affirm by my signature that I understand and will abide by all above conditions listed in the policy. I also understand that this agreement does not alter my employment relationship with the University or my obligations to observe all applicable University rules, policies, and procedures.

_____ Staff Member/Date

_____ Supervisor/Date

_____ Department Head/Designee (optional)