UAB Guidelines for Temporary Telecommuting

GENERAL INFORMATION
Telecommuting is a voluntary work arrangement between department leadership and an employee, not an entitlement, and is based on the needs of the job, work group and organization. This arrangement is not a company-wide benefit, and in no way changes the terms and conditions of employment with the University of Alabama at Birmingham (“UAB”). These Guidelines for Temporary Telecommuting set minimum requirements. Departments or business units within UAB may adopt more stringent requirements for telecommuting.

TELECOMMUTING DEFINITIONS
• **Telecommuting**: A work arrangement in which supervisors direct or permit employees to perform their usual job duties away from their Assigned Workplace at an Alternative Work Location in accordance with a Temporary Telecommuting Agreement.
• **Assigned Workplace**: An office or workspace provided by UAB where the employee will usually and customarily work.
• **Alternative Work Location**: A work site, other than an employee’s Assigned Workplace, such as an employee’s home.
• **Temporary Telecommuting Agreement**: A signed written agreement, in a form approved by UAB, which governs the obligations while working at an Alternative Work Location.

GUIDELINES FOR TEMPORARY TELECOMMUTING
These Guidelines for Temporary Telecommuting apply to all employees in workgroups A and F who have been approved for remote or hybrid work schedules.

AMENDMENT OF GUIDELINES FOR TEMPORARY TELECOMMUTING
UAB reserves the right to amend the Guidelines for Temporary Telecommuting in whole or part at any time, without notice.

ELIGIBILITY FOR TELECOMMUTING
Supervisors will determine, in its sole discretion, which position(s)/and or employees under their supervision meet the criteria necessary for telecommuting. Eligible employees must complete the Temporary Telecommuting Agreement prior to starting a telecommuting arrangement. The telecommuting employee and supervisor must sign the Temporary Telecommuting Agreement for it to be considered valid. The Temporary Telecommuting Agreement is subject to amendment or termination at any time by UAB. The telecommuting employee must agree that they will be available...
via telephone, email and other UAB approved methods of communication during normal business hours, or as determined by their supervisor.

**ROLE AND COMPENSATION**
Telecommuting employees’ classification, compensation, and benefits will not change solely based upon their acceptance of a Temporary Telecommuting Agreement.

**WORK LOCATION**
Telecommuting employees who are requested to report to their Assigned Workplace shall be given notice of the requirement to report to his/her Assigned Workplace. Telecommuters may be called to work at their Assigned Workplace, on their regular telecommuting workday(s), during their regular work hours to meet workload requirements or for any other reason deemed appropriate by management.

During any official closure affecting UAB or telecommuting employee’s remote work location, telecommuting employee agrees to check with the department’s appropriate designee for guidance on work expectations.

Telecommuting employees who experience power outages, connectivity issues or other factors at the Alternative Work Location that prevents them from completing assigned work must notify their supervisor immediately for further instruction.

If a workstation is needed at the telecommuting employee’s Assigned Workplace, a workspace shared with/by other telecommuters may be used.

If a telecommuting employee desires to return to their Assigned Workplace on a permanent basis and discontinue the Temporary Telecommuting Agreement, management must be notified before this change can occur. Management must also agree/approve this request. The telecommuting employee should then be advised that they may be reassigned to another workstation/office upon their return to the Assigned Workplace if applicable.

Telecommuting employees will not be paid for time or mileage involved in travel between the Assigned Workplace and the Alternative Work Location.

**HOURS OF WORK**
The amount of time the telecommuting employee is expected to work per pay period will not change due to participation in a Temporary Telecommuting Agreement. Telecommuting employees are expected to work at their Alternative Work Location during their agreed upon work hours. Any changes to the agreed upon work schedule or work site must be approved by the supervisor prior to implementing any change. Failure to comply with any obligation under the Temporary Telecommuting Agreement may result in termination or revocation of the Agreement.

The established procedures for approval of overtime and the approval and use of leave must also be followed by a telecommuting employee. Any time off requested by the telecommuting employee that is to occur during the scheduled work week shall follow the same procedures as employees at the Assigned Workplace have.

Telecommuting employees are responsible for reporting all hours worked each week. Failure to report time and/or failure to obtain approval for overtime, can result in the termination of the telecommuting
arrangement or other disciplinary action. When required, the telecommuting employee must maintain a task list of work performed or where required, be accountable based on system reporting and be prepared to discuss with management.

Supervisors should periodically remind telecommuting employees of their recordkeeping duties, and must promptly discuss with the telecommuting employee any discrepancies that arise between the work product and the hours reported.

Management has discretion to require telecommuting employees to maintain a minimum on site attendance at the employee’s Assigned Workplace.

**SYSTEM ACCESS**
Telecommuting employees are required to adhere to all UAB policies and procedures related to accessing IT systems. Key security requirements for telecommuting can be found at [uab.edu/it/home/remote-work](uab.edu/it/home/remote-work).

Telecommuting employees must protect any computer issued to them and any sensitive data that it might contain. Guidelines regarding data storage and transmission requirements can be found at [uab.edu/it/home/policies/data-classification/data-protection-rule](uab.edu/it/home/policies/data-classification/data-protection-rule). The telecommuting employee remains responsible for all files, links, and data they transmit via the Internet. The employee agrees to follow guidelines and rules of conduct regarding data and the Internet. UAB will not assume responsibility for virus attacks or other intrusions via the Internet to telecommuting employee-owned equipment.

Users must immediately notify their supervisor and either UAB Enterprise Information Security at datasecurity@uab.edu or UAB Health System Information Security at infosecadmin@uabmc.edu support if a system used to telecommute is lost or stolen or if the system is compromised or suspected of being compromised by a computer virus or hacker.

The telecommuting employee must never provide non-employees access to the UAB network or share network access passwords.

The telecommuting employee is not permitted to leave a computer connected to the network unattended unless properly locked to prohibit unauthorized access.

**CONFIDENTIAL AND SENSITIVE INFORMATION**
Telecommuting employees are responsible for maintaining the confidentiality and security of any information created or accessed via telecommuting arrangements and for adhering to UAB rules, regulations, policies and procedures regarding security and confidentiality for the computer, its data and information, including sensitive data such as FERPA, FISMA, HIPAA, PCI and PHIA, and any other information handled in the course of work. Telecommuting employees shall not maintain hard copies of sensitive data at their Alternative Work Location in filing cabinets or other storage devices, unless they are actively working with that information and have received their supervisor’s written approval. Once the telecommuting employee completes a task whereby sensitive data was used, that sensitive data file(s) must be returned to the employee’s Assigned Workplace, if necessary.

*Intellectual Property*
Work product, documents, and records prepared, created or developed while telecommuting are the property of UAB.
EQUIPMENT AND SUPPLIES

UAB agrees to provide employees who telecommute with a reasonable amount of office supplies. Office supplies include, but are not limited to, pens, pencils, note pads, computer paper, ink cartridges, and other desk supplies. The supplies should be obtained at the Assigned Workplace. Office supplies that need to be replaced should be ordered through normal departmental channels after prior approval.

The telecommuting employee must either already have access to a personal computer with appropriate applications or will be provided computer equipment by UAB, where possible. Office equipment purchased outside of the normal departmental channels will not be reimbursed by UAB unless approved by management prior to purchase. UAB will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs for each telecommuting arrangement on a case-by-case basis. The HR and IT Departments will serve as resources in this matter.

The telecommuting employee must have available high-speed Internet access for remote computer access. The telecommuting employee must be reachable by the approved method(s) of communication (telephone, fax, network access, and/or email) during the agreed upon work hours.

**Employee’s Personal Equipment**

Equipment supplied by the employee, if deemed appropriate by the organization, will be maintained by the employee. UAB will not be responsible for updating or modifying applications on a personal computer.

**Equipment Issued by UAB**

UAB issued equipment and supplies are for business purposes only. By accepting UAB issued equipment, telecommuting employee agrees to provide a secure location for UAB-owned equipment and materials, and will not use, or allow others to use, such equipment for purposes other than UAB business.

Equipment supplied by the organization will be maintained by the organization. If problems arise that cannot be solved via remote access, then the employee may be required to bring the equipment to the department for maintenance.

The telecommuting employee should sign an inventory of all office property and agrees to take appropriate action to protect the items from damage or theft. Any damage or theft of the equipment must immediately be reported to the supervisor. UAB reserves the right to discipline employees as a result of any damage to or loss of equipment or data in which the telecommuting employee was deemed to have been negligent in protecting the equipment and/or data. Intentional damage, or theft as a result of negligence, may subject the employee to financial responsibility for the equipment and immediate termination of employment.

Upon termination of the approved Temporary Telecommuting Agreement or employment, all UAB property will be returned to UAB immediately, unless other arrangements have been made.

**LIABILITY**

UAB accepts no responsibility for loss or damage to employee-owned equipment. The telecommuting employee is covered under UAB’s On-The-Job Injury/Illness (OJI) Program if injured in the course of
performing official duties at the Alternative Work Location. Telecommuting employees must report an injury immediately but no later than two business days from date of injury and complete all required forms. UAB assumes no responsibility for injuries occurring in a telecommuting employee’s Alternative Work Location outside the agreed upon work hours, or for liability damages to employees’ real or personal property resulting from participation in a telecommuting arrangement. UAB’s OJI program will not apply to non-job related injuries that occur in an Alternative Work Location or to third parties including family members at the Alternative Work Locations.

Telecommuting employees are responsible for setting aside a space in their Alternative Work Location for work. It is the employee’s responsibility to make certain that the Alternative Work Location provides workspace that is free of safety and fire hazards and complies with all building codes and health and safety requirements. To ensure that safe working conditions exist, UAB may verify that the Alternative Work Location meets these requirements. The telecommuting employee is responsible for any injuries and liabilities from his/her negligence.

By participating in telecommuting, telecommuting employees agree to hold UAB harmless against any and all claims, excluding OJI claims/ Workers Compensation claims, arising out of and/or related to participation in telecommuting, including employees’ performance of work from their Alternative Work Location.

**TAX CONSEQUENCES**
The Limited Business Operations and Modified Business Operations remote work assignments were deemed temporary in nature and therefore there was not a change made to employee’s work location to adjust the City of Birmingham Occupational Tax. If an employee’s work location changes on a permanent basis to outside the City of Birmingham, the employee’s department should process an ACT document for the employee to change his/her work location. For information regarding the refund procedure, please use [uab.edu/financialaffairs/procedures/city-of-birmingham-occupational-tax-refund-procedure](uab.edu/financialaffairs/procedures/city-of-birmingham-occupational-tax-refund-procedure).

It is important to note the employee will not be able to apply for a refund of Birmingham City Occupational Taxes until after the W-2 has been received by the individual.

**COMPLIANCE WITH POLICIES**
Employees approved for telecommuting must agree to and abide by a Temporary Telecommuting Agreement. Telecommuting does not in any way negate an employee’s obligation to abide by all other UAB policies and procedures. Telecommuting employees remain subject to all UAB policies and procedures. Any employee who violates any portion of the Guidelines for Temporary Telecommuting, the Temporary Telecommuting Agreement, or UAB policies and procedures may be subject to revocation of his/her telecommuting privilege and/or disciplined, up to and including termination of employment.

**TERMINATION OF THE TEMPORARY TELECOMMUTING AGREEMENT**
UAB management reserves the right to end the telecommuting arrangement at any time. Telecommuting employees may be required to return to their Assigned Workplace immediately upon violating any policy or procedure, if deemed as having performance problems, or if management feels it is in the best interest of UAB or the telecommuting employee to end the arrangement, either permanently or temporarily.
EXPENSES
UAB is not responsible for operating costs, such as electric bills, home maintenance, or other costs incurred by telecommuting employees in the use of their homes as an Alternative Work Location.

RESPONSIBILITIES

Telecommuting employees are responsible for:
- Establishing an appropriate work environment within his/her home for work purposes if the home is the Alternative Work Location. UAB will not be responsible for costs employed with initial setup of the telecommuting employee’s home office such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space.
- Complying with the Guidelines for Temporary Telecommuting, the Temporary Telecommuting Agreement, and all UAB policies and procedures.
- Meeting productivity and service quality goals and objectives as required by management.
- Completing all required UAB training.
- Notifying management of change in address or Alternative Work Location.
- Submitting work hours as well as leave and time-off request timely and accurately.
- Communicating at a level consistent with employees working at the Assigned Workplace or in a manner and frequency that is appropriate for the job and the individuals involved.
- Properly using equipment and etiquette during electronic communications. Click here for guidance regarding professionalism and etiquette during virtual meeting.

Supervisors of telecommuting employees are responsible for:
- Striving to ensure that productivity and service quality goals and objectives are met by the telecommuting employee.
- Establishing and scheduling on-going, regular, periodic reviews with the telecommuting employee to evaluate the success of the telecommuting arrangement.
- Complying with the Guidelines for Temporary Telecommuting, the Temporary Telecommuting Agreement, and all UAB policies and procedures.
- Management shall meet with each telecommuting employee prior to the start of the Telecommuting assignment to set and document appropriate performance goals (productivity, accuracy, responsiveness, etc.).

RESOURCES
- Virtual meeting etiquette for telecommuters
- LinkedIn Learning: Working Remotely for UAB Employees
- Remote Working Technology Toolkit
- Support Tools for Remote Workers