University Policy 7600

Telecommuting - Hybrid

Effective Date

August 26, 2020

Last Revision Date

September 23, 2021

Responsible Party

Human Resources, (208) 426-1616

Scope and Audience

This policy applies to all Telecommuting - Hybrid requests for a Classified or Professional Employee to work at an Alternate Work Location for a specified number of hours or days per week. For a temporary Telecommuting - Hybrid arrangement of two (2) months or less, the request may be handled informally by the department in consultation with Human Resources. A formal Telecommuting - Hybrid Agreement is required for any Telecommuting - Hybrid arrangement of over two (2) months.

This policy does not apply to Faculty who generally, given the nature of their work, carry out their teaching, research, scholarly, or creative work and service obligations both on and off campus and through varied work schedules, as appropriate. Faculty may, however, refer to this policy for guidance in developing a telecommuting agreement, when applicable, for arrangements that will extend beyond two months.

This policy does not apply to requests for a remote work arrangement where the employee’s Central Workplace will be entirely at a work location other than a Boise State University worksite. To request a remote work arrangement, see University Policy 7605 (Remote Work).

This policy does not apply during emergency situations such as closures due to inclement weather or a public health emergency in which the University remains open for business but requires employees
to temporarily work an Alternate Work Location. During such emergency situations, the University will provide affected employees with specific direction and the requirements needed for any temporary Alternate Work Location arrangement.

1. Policy Purpose

To provide guidelines for granting and maintaining a successful Telecommuting - Hybrid arrangement.

2. Policy Statement

Boise State University considers Telecommuting from an Alternate Work Location within the state of Idaho to be a viable, flexible work option that can improve performance, increase employee retention, and reduce commuting and departmental costs. Telecommuting may be appropriate for some employees and positions but not for others. Telecommuting is not an entitlement, it is not a University-wide benefit, nor does it change the employee’s terms and conditions of employment with the University. Telecommuting requires accountability to ensure all work is being completed in an efficient and measurable manner as determined by the business needs of the department or unit with consideration for the employee.

3. Definitions

3.1 Alternate Work Location

An approved worksite other than the employee’s Central Workplace, including an employee’s residence, approved through the Telecommuting - Hybrid Agreement.

3.2 Central Workplace

The place of work where an employee normally performs their official position duties with the University. For a Telecommuting - Hybrid arrangement, the Central Workplace is a Boise State University worksite. The Central Workplace is also referred to as an “Official Station” in University Policy 6180 (Travel).

3.3 Telecommuting - Hybrid

Employment performed away from the Central Workplace at an Alternate Work Location for a specified number of hours or days per week with an approved Telecommuting – Hybrid Agreement.
3.4 Telecommuting - Hybrid Agreement

The written agreement between the University and the employee that details the terms and conditions of the employee’s work while away from the Central Workplace.

4. General Expectations

a. All University employees are expected to work within the state of Idaho unless a business need exists for the employee to perform their assigned duties outside the state of Idaho. Where a business need exists for a University employee to telecommute outside the state of Idaho, approval must be obtained as outlined in Section 6.

b. Any employee approved for a Telecommuting - Hybrid arrangement must comply with and is subject to all University and Idaho State Board of Education policies and procedures and all applicable State statutes and Rules as other employees. Violation of such policies and procedures may result in the discontinuation of the Telecommuting - Hybrid Agreement and/or disciplinary action up to and including dismissal from employment.

c. A Classified Employee and their supervisor must complete Telecommuting training before the employee begins Telecommuting. Human Resources will provide the supervisor and the employee with the required training.

d. An employee’s compensation, benefits, work status, essential job functions, and amount of time an employee is expected to work per day or pay period will not change as a result of Telecommuting - Hybrid. If an employee is unable to work the complete day while Telecommuting - Hybrid, the employee must report and receive supervisor approval for any leave time such as annual/vacation leave, sick leave, compensatory time, etc. as required under University Policy 7620 (Time Away from Work).

e. An overtime-eligible (hourly) employee’s work schedule must comply with the Fair Labor Standards Act and any applicable State rules and University or Idaho State Board of Education policies or procedures. An employee is required to follow their supervisor’s procedures for requesting approval for overtime and compensatory time.

5. Eligibility

a. Supervisors should consult with Human Resources when considering requests for Telecommuting – Hybrid arrangements. Approvals for Telecommuting - Hybrid requests are made on a case-by-case basis using the criteria in this section.
b. Generally, a request for Telecommuting – Hybrid should be considered when:

- The nature and duties of the position are appropriate for Telecommuting - Hybrid as determined by the supervisor in consultation with Human Resources.

- The employee has demonstrated satisfactory performance, generally documented with performance evaluation ratings of “Achieves” or higher, and the supervisor believes the employee can maintain the expected quantity and quality of work while Telecommuting - Hybrid. An employee with a “Does Not Achieve” performance evaluation rating is not eligible for Telecommuting - Hybrid.

- The department or unit can maintain quality of service for students, faculty, staff, and other members of the University community.

c. Generally, a request for Telecommuting - Hybrid should not be considered when:

- The position requires the employee’s physical presence at the Central Workplace or Telecommuting - Hybrid would harm the department or unit’s efficiency or service.

- The employee’s current position duties require frequent supervision, direction, collaboration, or input from others who are onsite; or the employee is required to provide frequent supervision, direction, or input to employees who are onsite.

- The employee has not demonstrated satisfactory performance, generally documented through the performance evaluation, or the ability to work independently.

- The ability to observe and supervise the employee’s productivity would be impeded by remote supervision, or tracking and confirming accurate work hours for the employee would be difficult, such as may be the case for certain overtime-eligible (hourly) positions.

6. Annual Telecommuting - Hybrid Agreement

a. A Telecommuting - Hybrid Agreement must be completed, signed, approved, and submitted to Human Resources annually for final review and processing prior to the employee initiating a Telecommuting - Hybrid arrangement.

b. A Telecommuting - Hybrid Agreement for an Alternate Work Location within the state of Idaho must be approved at a minimum by the immediate supervisor. The vice president may establish additional approval requirements for their division.
c. A Telecommuting - Hybrid Agreement requesting an Alternate Work Location outside the State of Idaho must be approved by the immediate supervisor and the appropriate vice president in consultation with Human Resources.

d. If a Telecommuting - Hybrid Agreement is not approved, the supervisor must provide a written notification, including the reason for the denial, to the employee and Human Resources.

e. If a Telecommuting – Hybrid Agreement is approved, the supervisor must provide a copy of the Telecommuting – Hybrid Agreement to Human Resources and the employee.

7. Americans with Disabilities Act (ADA) Reasonable Accommodation

If an employee requests to Telecommute as a reasonable accommodation request under the ADA, the request must be reviewed and approved by Human Resources (See University Policy 7570 - Accommodating Disabilities in the Work Environment).

8. Alternative Worksite Safety

The employee, position, Alternate Work Location, and other conditions must be deemed suitable by the supervisor based on the Telecommuting - Hybrid Agreement before Telecommuting - Hybrid is permitted.

9. Commute Time and Paid Travel

a. The commute time from the Alternate Work Location to the Central Workplace for required meetings and other events is not considered work hours and is not compensable.

b. An employee will not be paid for time or mileage involved for travel between the Alternate Work Location to the Central Workplace regardless of whether such travel is required to attend meetings or to report to the Boise State University worksite for any other reason as determined by the employee’s supervisor.

10. Workplace Environment

An employee under a Telecommuting - Hybrid Agreement must work with their supervisor to define and ensure a workplace environment with minimal distractions and availability for communication and contact, including communication and contact with the employee’s supervisor, similar to when the employee is working at the Central Workplace.
11. Information Technology Security, Equipment, and Other Costs

a. The University will review employee computer usage (and related devices) to ensure it meets information security standards. The employee is responsible for ensuring sufficient internet access to conduct University business, including related equipment and all associated costs (See University Policy 8130 - Remote Access).

b. The University is not responsible for operating costs, home maintenance, rental fees, or any other incidental costs (e.g., utilities) associated with the use of an employee’s residence for Telecommuting - Hybrid.

c. The department will provide the equipment and materials needed by the employee to effectively perform their duties; however, the University will generally not duplicate resources between the Central Work Location and the Alternate Work Location. All equipment purchases must be purchased through the Office of Information Technology (OIT) using established procurement processes.

d. Any use of University-owned equipment at the Alternate Work Location must only be for legitimate University purposes. The employee is responsible for protecting University-owned equipment from theft, damage, and unauthorized use. The University will maintain, service, and repair University-owned equipment used in the normal course of employment. The University will stipulate in the Telecommuting - Hybrid Agreement who is responsible for transporting and installing equipment and for returning it to the Central Work Location for repairs or service.

e. A Telecommuting - Hybrid Agreement may also permit an employee to use their own computing device and peripherals (e.g., printers, monitors, etc.) provided the use of such equipment meets the information technology standards in University Policy 8030 (Desktop, Laptop, and Tablet PC Computing Standards).

f. The University is not responsible for the cost, repair, or service of an employee’s personal equipment.
12. Outside Employment

Any outside employment must not pose a conflict of interest or commitment and must be disclosed as required under University Policy 1110 (Conflict of Interest and Commitment).

13. Liability and Workers’ Compensation Insurance

a. Employees working anywhere in the United States or US territories are covered for Liability and Workers’ Compensation insurance while working in the course and scope of employment from the Alternate Work Location.

b. Employees should not conduct in-person business meetings or have in-person business visitors if their Alternative Work Location is in their home.

c. Employees are strongly encouraged to carry homeowner’s or renter’s insurance for protection against third-party liability injury claims at the Alternate Work Location.

d. Employees should conduct work from the Alternate Work Location in a safe environment and report any incidents, accidents, or workplace injuries while working from the Alternative Work Location immediately to Risk Management and Insurance.

14. Resident Taxing for State Outside of Idaho

The University will review, but has no legal obligation to withhold or remit income tax of another state. It is the employee’s responsibility to ensure they are in compliance with any out-of-state tax requirements, where approval to Telecommute - Hybrid from outside the State of Idaho is authorized.

15. Other Federal and State Laws

Telecommuting – Hybrid is not intended to cover or be a substitute for other work-related situations covered by other laws, such as the Americans with Disabilities Act, the Family and Medical Leave Act, or other similar federal and state laws.

16. Discontinuing a Telecommuting - Hybrid Agreement

a. A supervisor, in consultation with Human Resources, may discontinue a Telecommuting - Hybrid Agreement at any time based on, but not limited to: declining performance, violation of this policy and/or the Telecommuting - Hybrid Agreement, violation of University policy,
or for business needs. Every effort will be made, when practical, to provide reasonable written notice to the employee when discontinuing the Telecommuting – Hybrid Agreement.

b. An employee may request to review the Telecommuting - Hybrid Agreement with their supervisor.

c. The University’s need for the employee’s physical presence at the Central Workplace for longer than one pay period will discontinue the Telecommuting - Hybrid Agreement, and a new Telecommuting - Hybrid Agreement will be required to resume telecommuting.

17. Return of University Property

a. Upon discontinuation of a Telecommuting - Hybrid Agreement, the employee must promptly return all equipment, software, supplies, and any other University property in the employee’s possession or control to the department. An employee may not keep or dispose of any equipment.

b. The department is responsible for tracking all University-owned equipment and ensuring its return to the University when the equipment is either obsolete, or when the employee has separated from the University. All equipment must be reused or disposed of following the procedures under University Policy 6270 (Control of University Equipment and Materials).

18. Costs, Damages or Lost Property

The University will not be held responsible for costs, damages, or losses associated with the termination of the Telecommuting - Hybrid Agreement.

19. Forms

Telecommuting - Hybrid Agreement
https://www.boisestate.edu/hrs/telecommute-form/

20. Related Information

Office of Information Technology - Working Remotely
https://www.boisestate.edu/oit/workingremotely/

Risk Management and Insurance
https://www.boisestate.edu/rmi/
University Policy 1110 (Conflict of Interest and Commitment)

University Policy 6270 (Control of University Equipment and Materials)

University Policy 7570 (Accommodating Disabilities in the Work Environment)

University Policy 8130 (Remote Access)

Revision History

September 23, 2021