

## **Memorandum of Agreement Telecommuting**

Agreement made this day of June 20, 2016, by and between URA-AFT Local 1766 ("URA") and Rutgers, The State University of New Jersey/Edward J. Bloustein School of Planning and Public Policy ("EJBS"):

WHEREAS the URA and the EJBS are interested in entering into an agreement whereby an exempt URA-represented employee of the EJBS would be permitted to engage in a work arrangement in which the employee would perform his or her regular job duties in an alternate location to the official university place of business ("telecommute"), the parties agree to the following provisions:

1. Exempt URA-represented staff employees who have completed their probationary periods are eligible to be considered for telecommuting. Not all eligible employees will be suitable for telecommuting. Suitability for telecommuting is based upon the individual employee as well as the employee's position and the needs of the school/center.
2. Telecommuting shall only be scheduled as follows:
  - A. Regular: a recurring arrangement generally consisting of the same day or days each week when an employee works at the alternate location. Regular telecommuting arrangements can be for a finite or indefinite period of time.
  - B. Occasional (Non-Emergency): a sporadic occurrence from time to time, generally on an as-needed basis.
  - C. Emergency: telecommuting that is precipitated by a crisis or other emergency that significantly disrupts a facility or facilities or the physical operation of a department. When needed to achieve business continuity and to maintain critical functions, operations, and services, telecommuting arrangements may be established until normal operations can be restored at the regular work location.
3. In all cases, telecommuting arrangements are revocable and can be discontinued at any time when it is in the judgment of the EJBS that it is in the best interest of the EJBS to do so. The EJBS will give 30 days' notice of discontinuance unless extenuating circumstances make such notice impracticable. An employee may also discontinue a telecommuting arrangement at his/her discretion. An employee wishing to discontinue a telecommuting arrangement will provide 30 days' notification of discontinuance to the EJBS unless extenuating circumstances make such notice impracticable.

4. Telecommuting does not change an employee's terms and conditions of employment, including required compliance with or the application of university policies. Additionally, an employee's compensation and/or benefits do not change as a result of a telecommuting arrangement.
5. Telecommuting is not intended to permit employees to have time to work at other jobs or attend to other personal business, nor is it intended as a substitute for dependent care. If persons in need of primary care are regularly present in the alternate work location while the employee is telecommuting, the employee must demonstrate that another individual is present to provide the care.
6. Telecommuting is not intended to circumvent any leave that an employee has requested and is entitled to pursuant to state and/or federal law, university policy, or prevailing collective negotiations agreements.
7. Prior to executing a Telecommuting Agreement, an employee shall complete the Safety Self-Audit, review and sign the Information Technology Use Policy, and the Request to Telecommute form and attach said documents to the Telecommuting Agreement for approval by his/her supervisor. Prior to executing a Telecommuting Agreement, a supervisor shall review the documents referenced above for completeness and shall complete the Feasibility Assessment Telecommuting Policy form and have said form approved by his/her supervisor. Upon receipt of an executed Telecommuting Agreement from his/her supervisor, an employee shall execute and return the Telecommuting Agreement.
8. The alternate location from which an employee telecommutes should be a predetermined site, such as a home office, and should have a fixed work area that will provide the employee with adequate access to the tools necessary for telecommuting, such as a telephone, computer, internet connection, etc. A supervisor or other appropriate university official may arrange to visit the alternate work location, or have the employee provide electronic images if the supervisor deems such images are acceptable, when appropriate, to evaluate it for appropriateness prior to approving the telecommuting agreement or when worksite-related concerns arise during the telecommuting arrangement. The purpose of such a visit is to ensure compliance of the alternate work location with the conditions contained in the Telecommuting Agreement **and related** documents set forth in Paragraph 7 above. Additionally, the EJBS retains the right to make prearranged on-site inspections of the remote work site during scheduled work hours. Telecommuters should not hold business visits or in-person meetings with professional colleagues, customers, or the public at alternate work sites; exceptions to this provision must be approved in advance by the EJBS. Telecommuting does not convert the alternate work location into a university place of business.
9. All costs, whether relating to the initial set-up or the maintenance of a telecommuting arrangement, will be borne by the employee. The EJBS does not

assume responsibility for operating costs, home maintenance, or other costs incurred by employees in the use of their homes or other alternative work locations. The EJBS will not reimburse employees for out-of-pocket expenses for materials and supplies that are normally available at their regular work location. Where the work performed at the alternate location requires technology, equipment or supplies, such as hardware, software, paper, ink, or the like, that exceed the type or amount typical for home office use, employees may request that EJBS provide directly, or through lending, such technology, materials or equipment.

10. Except as set forth below, employees must provide their own computer, telephone, telephone service, internet connection, and any other equipment necessary to facilitate the telecommuting arrangement, unless otherwise expressly agreed to and approved. The EJBS does not assume responsibility for the cost of employee-provided equipment or its repair or service. The EJBS may, at its discretion, use its funds for reasonable expenses that are necessary to facilitate the telecommuting arrangement, if there is a legitimate business need and adequate funding exists. Such expenses must be consistent with existing university policies regarding purchasing and business expenditures. When available, and at its discretion, the EJBS may issue university-owned equipment to an employee for use in telecommuting; however, the equipment is to be used only by the telecommuting employee to perform authorized university business. When university-owned equipment is issued to an employee for telecommuting, the employee is responsible for taking reasonable steps to protect it from theft, damage, and unauthorized use. University-issued equipment used in the normal course of employment will continue to be supported by the EJBS.
11. In general, telecommuting should not change the regular days and hours that an employee is expected to be working; however, if a telecommuting employee will be performing work outside of the employee's normal work days and hours, those work days and/or hours will be set forth by the EJBS in the Telecommuting Agreement. If it is found that an employee is not performing work during the telecommuting hours, the Telecommuting Agreement can be revoked, and the employee may be subject to discipline as appropriate.
12. A telecommuting employee shall be as available for communication and contact during the scheduled telecommuting time as he or she would be if working at the regularly-assigned work location. Where practical, supervisors will outline minimum expectations for how often the telecommuting employee should check email and voicemail.
13. If relevant to the type of telecommuting schedule assigned to the employee, the telecommuting employee shall report to the regularly-assigned work location on non-telecommuting days. In addition, supervisors may require that on a regular telecommuting day an employee must report to the regularly-assigned work location

or elsewhere as needed for work-related meetings or other events. In that event, the supervisor should give the employee as much notice as is practicable.

14. Certain adaptations may be necessary in how supervisors communicate expectations and assignments, and provide ongoing assessment and feedback, due to the fact that the telecommuting employee is not always physically present in the regular work location. The supervisor and the telecommuting employee should agree upon a workable means for delivering such information, such as regular meetings or status emails. Likewise, supervisors should also review and/or revise the criteria that will be utilized for annual performance appraisals where applicable. Such criteria should be clearly defined and measurable in terms of quantity, quality, or time to complete. A supervisor who will be supervising a telecommuting employee must review the Managing Employee Performance Telecommuting Policy form prior to the employee telecommuting.
15. The EJBS may offer a telecommuting arrangement to a suitable employee or an employee may initiate a request to telecommute. In either case, the EJBS must enter into a Telecommuting Agreement if it is determined that the employee and the employee's position are suitable for telecommuting. An employee initiating a request to telecommute must do so by utilizing the Telecommuting Request form.
16. Telecommuting employees must adhere to the established standards and protocol relating to information protection, security, and technology as set forth in, but not limited to, the Remote Site Security Standards. Failure to adhere to the standards and protocol may result in revocation of the Telecommuting Agreement and appropriate disciplinary action.
17. Except where the provisions therein are inapplicable or are in conflict with the provisions contained in this Agreement, the University Human Resources Telecommuting Guidelines shall apply in all instances whereby a URA-represented employee of the EJBS is telecommuting. A copy of the guidelines will be furnished to the URA-AFT unit member prior to executing the Telecommuting Agreement.
18. No employee shall begin telecommuting prior to executing a Telecommuting Agreement with the EJBS.
19. This Agreement constitutes the entire agreement of the parties in connection with the issue of Telecommuting and shall apply only to those URA-represented employees assigned to the EJBS and its subdivisions and shall not apply to any other URA-represented employee of Rutgers, the State University of New Jersey. Further, this Agreement shall not serve as precedent nor shall it be utilized for any purpose by either party regarding the issue of Telecommuting beyond the provisions expressly covered by this agreement. Its terms shall not be used in any other forum for any other purpose except to enforce its provisions. All such disputes regarding

the terms of this Agreement shall be subject solely to the Grievance Procedure as set forth in Article 14 of the Collective Negotiations Agreement between the parties.

20. This Agreement shall expire on June 30, 2018, unless the parties mutually agree to its extension.
21. The parties agree to schedule and hold a labor-management conference to discuss the agreement and its implementation no later than June 30, 2017 except by mutual agreement.

For URA-AFT



Gregory Rusciano  
Executive Director  
URA-AFT Local 1766

For Rutgers University



Harry M. Agnostak, JD  
AVP for Human Resources  
Director, Office of Labor Relations



Lucye Millerand  
President  
URA-AFT Local 1766

Miriam Salerno  
