

# 2016

## TELECOMMUTING GUIDELINES

**PREPARED BY:**



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# TELECOMMUTING GUIDELINES

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# TELECOMMUTING GUIDELINES

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## Purpose

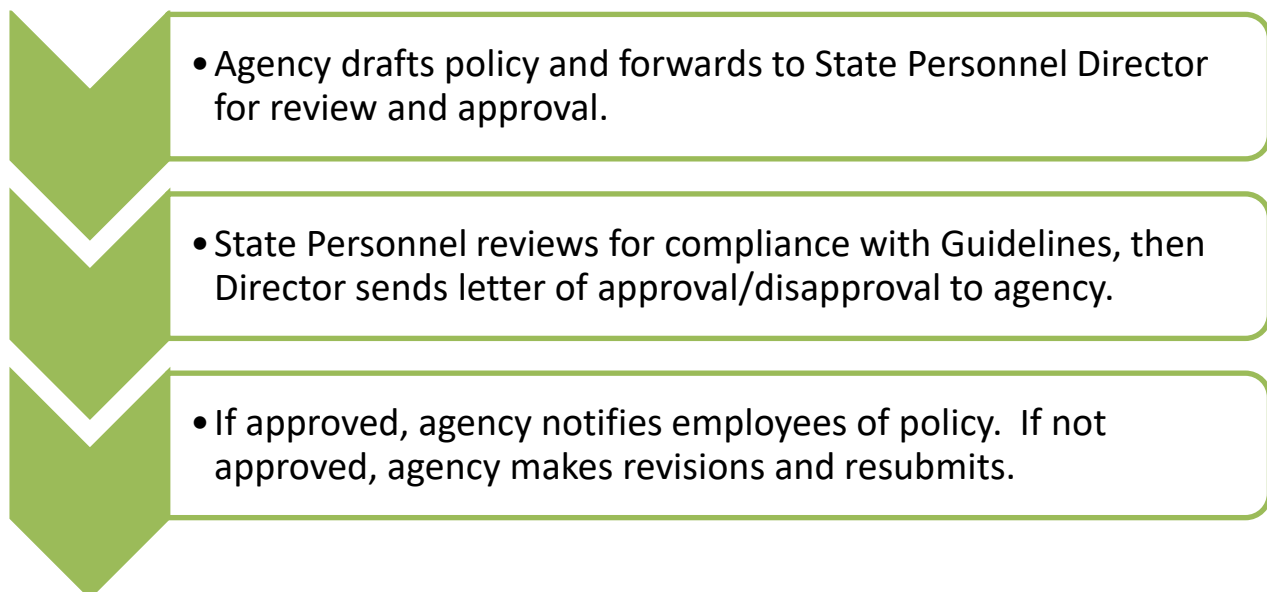
In accordance with 9.010.01, of the Nebraska Classified System Personnel Rules, these guidelines are offered to assist in the development of telecommuting policies/plans for Nebraska State Government agencies.

Classified Agencies' (Code and Non-Code) telecommuting policies must be submitted to the State Personnel Director for approval prior to implementation (Nebraska Classified System Personnel Rules, Chapter 9, Section 010.01).

An Agency Policy regarding telecommuting must contain the following information:

- The agency's criteria for determining eligibility
- Possible alternative work sites (e.g., home, satellite office)
- Training requirements
- Equipment/furniture provisions (who will provide/maintain)
- Security requirements and who is responsible
- The written agreement form to be used
- Worker's Compensation provisions
- FLSA compliance requirements
- Employee responsibility to research any possible tax implications
- Workplace safety rules
- ADA considerations
- The agency's process for requesting/approving telecommuting arrangements

## **Policy Approval Process Flow**



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## **Definition**

Telecommuting or teleworking is a voluntary work arrangement between an employer and the employee that allows an employee to work from home or a satellite location for all, or part, of their regular workweek. Telecommuting is not a formal, universal employee benefit. Rather, it is an alternative method of meeting the needs of the agency. The agency has the right to refuse to make teleworking available to an employee and to terminate a teleworking arrangement at any time.

## **Workforce Considerations**

Recognizing the technological tools available and the potential managerial and personal benefits available through a carefully planned and managed telecommuting program, telecommuting is intended to create flexible conditions for effective accomplishment of work. Successful telecommuting arrangements serve the needs of the employer and the employees while making efficient use of resources.

## **Conditions**

To enable a successful telecommuting arrangement, the roles and responsibilities of all parties must be clearly understood. Accordingly, telecommuting arrangements require written parameters. Long-term arrangements are subject for review at periodic intervals (e.g., every six months) as specified in the written parameters. In addition, it is the supervisor's responsibility to ensure that other employees in the same unit understand clearly how the arrangement works and why it benefits the State.

Telecommuting policies must be implemented in a nondiscriminatory manner. If an option to telecommute is given to some employees and not others, there must be a specific reason given. The agency should identify positions, division-wide, for which telecommuting would be an option.

Consideration should be given to all reasonable requests; however, effective accomplishment of the work unit's mission must be given the highest priority.

## **Use**

Telecommuting may be allowed in cases where individual, job and supervisor characteristics are best suited to such an arrangement. It is not an entitlement or a benefit, and in no way changes the terms and conditions of employment. This applies only to those individuals whose work is routinely performed at a central office location,

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who request, or are requested, to work at an alternate location (usually the employee's own home). This does not include those employees whose positions require that they do not routinely work out of an office, but rather 'work out of their vehicle' (nomadic office) or travel daily to various locations across the state to perform their work (e.g., agriculture inspectors). Occasional work off-site, including work while traveling on State business, does not constitute telecommuting and does not require the formal arrangements discussed in these guidelines.

Employees may **not** conduct personal business or provide care for others (e.g., children, parents) while telecommuting.

### **Users**

Positions well suited for telecommuting arrangements include those that require independent work and minimal face-to-face contact with co-workers and colleagues. All files and information needed can be accessed online or removed from the main office while telecommuting. Communication with supervisors and other work contacts is accomplished via telephone or electronic means (e.g. e-mail).

### **Balancing Requests**

In the event that more employees request telecommuting arrangements than a unit can reasonably accommodate, the division head should respond to requests that are consistent with these guidelines in ways that are fair to all employees and in the best interests of the division. Among the measures that might be adopted are rotating periods of telecommuting between employees or reducing the amount of time spent in telecommuting arrangements in order to accommodate more individuals.

### **Workspace Requirements**

The employee's home workspace will be considered an extension of the agency's workspace. Therefore, the agency will continue to be liable for job-related accidents that occur in the employee's home workspace during the employee's working hours.

The agency will be liable for injuries or illnesses that occur during the employee's agreed-upon work hours. The employee's at-home work hours will conform to a schedule agreed upon by the employee and his or her supervisor. If such a schedule has not been agreed upon, the employee's work hours will be assumed to be the same as before the employee began teleworking.

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The agency assumes no liability for injuries occurring in the employee's home workspace outside the agreed-upon work hours.

The agency is not liable for loss, destruction, or injury that may occur in or to the employee's home. This includes family members, visitors, or others that may become injured within or around the employee's home.

### **Dependent Care**

Telecommuting is not a substitute for dependent care. Telecommuting will not be available during agency core hours to provide dependent care.

### **Income Tax**

It will be the employee's responsibility to determine any income tax implications of maintaining a home office area. The agency will not provide tax guidance nor will the agency assume any additional tax liabilities. Employees are encouraged to consult with a qualified tax professional to discuss income tax implications.

### **Communication**

Employees must be available by phone and email during core hours. All client interactions will be conducted on a client or agency site. Participants will still be available for staff meetings, and other meetings deemed necessary by management.

The agency will pay work-related voice and data communication charges

### **Evaluation**

The employee shall agree to participate in all studies, inquiries, reports and analyses relating to this program.

The employee remains obligated to comply with all agency rules, practices and instructions.

### **Advantages for employers to a telecommuting arrangement include:**

- May serve as a recruitment tool to attract talent from less populated areas and greater distances
- May assist in retention of qualified and trained employees who may otherwise resign
- May reduce expenses for office space, furniture and supplies

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- Work requiring high degrees of concentration and/or innovation may be performed more efficiently away from workplace distractions
- May result in increased productivity
- Enhanced employee morale
- Lower absenteeism rates

### **Advantages for employees to a telecommuting arrangement may include the following:**

- Savings on transportation, parking and clothing costs
- Decreased stress and stress-related illnesses
- More opportunities for disabled and mobility restricted employees
- More flexibility and control of work and personal lives

### **Disadvantages to a telecommuting arrangement for Employers**

- Employer is unable to visually supervise employees
- Employer loses flexibility in arranging impromptu meetings with telecommuters
- More difficult to track work flow
- More difficult to track working hours, lunch breaks, reporting to and leaving work times
- More difficult to meet all criteria on an evaluation tool that outlines interpersonal skills
- May not be able to provide proper tools, training or support for the employee

### **Disadvantages to a telecommuting arrangement for Employees**

- Employees may become concerned about career status
- Employees may miss networking
- Decreased visibility may be perceived by employee as a deterrent to advancement opportunities
- Employees may be challenged to draw boundaries to separate work from home

### **Considerations to be addressed by the agency**

- Will you allow a telecommuting arrangement on either a full time or part time basis?
- Will you require regularly scheduled meetings at the office?
- What is the maximum distance from the normal work location that will be allowed (living/working outside of Nebraska not recommended)?
- Is there adequate work space available in the alternate location?



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- What equipment will be needed at the alternate location (e.g., phone, fax, computer, copier)?
- What furniture will be needed at the alternate location (ergonomically correct desk, chair, etc.)?
- Will the Employer provide furniture/equipment or will the employee be required to provide it?
- What are the core work hours during which employee is available for phone consultations/conferences?
- What are the requirements for data security and back-up?
- Who provides/purchases the license for software needed?
- What are the timesheet and leave approval provisions?
- What will be the performance review measurements?
- What training is needed and how will that be provided?
- Has the employee researched possible tax implications to a home telecommuting arrangement?
- Does/how does a telecommuting arrangement change possible overtime implications?
- How does this impact other employees in the work unit?
- Are salary and benefits impacted by the proposed arrangement?
- Who will be responsible to inspect the home work place and how often?
- How will we ensure employer access to state records/documents at the home workplace?
- What are the security requirements for state owned equipment, furniture and records?
- Who has responsibility for moving/installation of equipment/furniture?

### **Criteria to be met before approval is given to the request**

- Must be identified advantages to the telecommuting arrangement
- Must be mutually agreeable schedule
- Must be formal written agreement signed by employee, supervisor, division manager/administrator and agency director or his/her designee
- Must be for a specified time period, not to exceed 1 year and may be renewed on an annual basis thereafter
- Agreement may be terminated by either party at any time for any reason

### **A Telecommuting Written Agreement must include the following:**

- Specific dates the arrangement is in effect

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- Core work hours for the employee
- Address of the alternative work site
- List of equipment needed and who is responsible to provide the equipment
- Who is responsible for repair/replacement of the equipment
- The employee's job responsibilities and reporting methods
- The process for completing/submitting timesheets and leave request and approval processes
- The security measures to be taken and who is responsible to provide them
- Who pays for injuries at the alternative work site and the process for reporting injuries
- The conditions for ending or continuing the agreement
- Employee's salary and benefits during the telecommuting arrangement
- Overtime provisions
- A statement that "It is the employee's responsibility to consult a tax advisor to become informed of the impact/effect of their telecommuting arrangement on their personal taxes"
- Who will conduct workplace safety inspections and how often
- Applicable rules/regulations in effect during the telecommuting arrangement
- A Force Majeure clause specifying liabilities for both employer and employee in the event of damages or losses resulting from Acts of God and Nature or war

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**SAMPLE**  
**TELECOMMUTING\* REQUEST FORM**

*\* - Telecommuting is a voluntary work alternative that allows an employee to work at home or in a satellite location for all, or part, of their regular work week.*

I wish to apply for a telecommuting work arrangement. I understand approval or denial of my request is at my Employer's discretion and is not a grievable issue.

Alternate Work Location/Address: \_\_\_\_\_

I will be available to my Employer and customers (via phone/email) during the following hours at this alternate location:

\_\_\_\_\_ to \_\_\_\_\_ on Monday's  
\_\_\_\_\_ to \_\_\_\_\_ on Tuesday's  
\_\_\_\_\_ to \_\_\_\_\_ on Wednesday's  
\_\_\_\_\_ to \_\_\_\_\_ on Thursday's  
\_\_\_\_\_ to \_\_\_\_\_ on Friday's  
\_\_\_\_\_ to \_\_\_\_\_ on Saturday's  
\_\_\_\_\_ to \_\_\_\_\_ on Sunday's

During those core work hours I can be reached at: phone: \_\_\_\_\_

Email: \_\_\_\_\_ Other: \_\_\_\_\_

The advantages of this telecommuting arrangement, to both myself and my employer, are:

\_\_\_\_\_

I understand I will be required to sign a written agreement which identifies the specific provisions of the telecommuting arrangement and that violation of any provision in the agreement may result in termination of the arrangement and/or disciplinary action.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_ Recommend Approval \_\_\_ Recommend Denial

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Head Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency Director/Designee Signature

\_\_\_\_\_  
Date

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## **SAMPLE** **TELECOMMUTING AGREEMENT**

### **Scope of Agreement**

This agreement is between \_\_\_\_\_ (hereinafter referred to as “Employee”), and \_\_\_\_\_ (hereinafter referred to as “Employer”). This document is not an employment contract and does not alter the employment status of the employee. The parties, intending to be legally bound, agree as follows:

Employee agrees to perform services, as stated in Attachment #1 (job description or list of tasks), for the Agency as a telecommuter. Employee voluntarily agrees to work at the approved alternate work location indicated below and to follow all applicable policies and procedures. Employee recognizes that the telecommuting arrangement is not an employee benefit.

Other than those duties and obligations expressly imposed on Employee under this agreement, the duties, obligations, responsibilities and conditions of Employee’s employment with the Agency remain unchanged. Employee’s participation in Employee salary, pension, benefit and state-sponsored insurance plans shall remain unchanged.

Employee’s alternate work location will be at [address] . Employee will be available to Employer and customers via telephone and email, while at this alternate location, during the following hours:

[ Put work schedule here ]

Employee understands that Employer has the discretion to determine or change the telecommuting schedule. While at the alternate work location, Employee can be reached at: [insert phone #s, email address, fax#, etc. here] . Employee agrees to notify Employer of any changes in contact information.

Employee will report to the regular worksite on [insert schedule here].

Timesheets and leave approval processes shall [remain unchanged] OR [ insert process here ].

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Employee will continue to be [exempt or non-exempt] from overtime provisions of the Fair Labor Standards Act. All hours in excess of the agreed upon work schedule shall be approved in advance.

### **Term of Agreement**

This agreement shall be effective beginning [insert start date here] and continuing until [insert ending date here], [not to exceed one year]. This telecommuting arrangement [may] or [may not] be renewed in accordance with the agency policy.

### **Termination of Agreement**

Employee's participation as a telecommuter is entirely voluntary and is available only to employees deemed eligible at the Agency's sole discretion. Employee understands that the Employing Office may cancel the telecommuting arrangement and instruct the Employee to resume working at the original work site at any time. There exists no right to telecommute. The Employer will not be held responsible for costs, damages or losses resulting from cessation of participation as a telecommuter.

### **Equipment/Furniture/Supplies**

The decision as to the type, nature, function, and/or quality of electronic hardware (including, but not limited to, computers, video display terminals, printers, modems, data processors, and other terminal equipment), computer software, and data and telecommunications equipment (e.g., phone lines) shall rest entirely with Employer. The decision to remove or discontinue use of such equipment, data, and/or software shall rest entirely with Employer.

Employee / Employer (choose one) shall provide the following equipment, furniture and/or supplies for use by the Employee at the alternate work location: [ insert list here ]

Equipment and supplies purchased with state funds remain state property and their use is limited to the Employee for purposes of official state business. The employee agrees to adequately protect state property from damage and unauthorized access. The employee may be required to reimburse the Employer for damage to or loss of state property.

Employee agrees to designate a work space within Employee's alternate work location for placement and installation of equipment to be used in the performance of services. Employee shall maintain this workspace in a safe condition, free from hazards and other

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dangers to Employee and Equipment. The site chosen as Employee's alternate work location must be approved by Employer.

Employee agrees that Employer may make on-site visits to the remote work location, during core work hours, for the purpose of determining that the site is safe and free from hazards, and to maintain, repair, inspect or retrieve Employer-owned equipment, software, data, and/or supplies.

In the event of equipment failure or malfunction, Employee agrees to immediately notify Employer in order to effect immediate repair or replacement of such equipment. In the event of delay in repair or replacement, or any other circumstance under which it would be impossible for Employee to telecommute, Employee understands that Employee may be assigned to do other work and/or assigned to another location, at Employer's sole discretion.

Furniture, lighting, environmental protection, and household safety equipment incidental to use of Employer-owned equipment, software and supplies shall be appropriate for their intended use and shall be used and maintained in a safe condition, free from defects and hazards.

Employer may pursue recovery from Employee for property belonging to Employer that is deliberately, or through negligence, damaged, destroyed, lost or stolen while in the employee's care, custody or control. Repair and/or replacement costs and liability for privately owned equipment and furniture used during telecommuting are the responsibility of the Employee.

### **Confidentiality/Access to Information**

Employee understands that some information used in his/her work may be deemed confidential by the employer and shall apply all Employer's security safeguards and policies at the same level as in the regular office in order to protect such information from unauthorized disclosure, loss, compromise or damage. Employee remains obligated to comply with all state and agency rules, policies and instructions, as well as this agreement. Violation of these may result in termination of participation in telecommuting and/or other corrective/disciplinary actions.

### **Liability**

Employee understands that Employee remains liable for injuries to third persons and/or members of Employee's family on Employee's premises.

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### **Miscellaneous Conditions**

Employee agrees to participate in all studies, inquiries, reports or analyses relating to telecommuting for Employer, including inquiries which employee might consider personal or privileged. Employer agrees that Employee's individual responses shall remain anonymous on request by Employee, but that such data may be compiled and made available without identification of Employee.

Employee remains obligated to comply with all rules, policies, practices, instructions of Employer and this Agreement and understands that any violation of such may result in preclusion from telecommuting and/or disciplinary action, up to and including termination of employment. Nothing in this Agreement precludes Employer from taking any appropriate disciplinary or adverse action against Employee if Employee fails to comply with this Agreement and/or policies and procedures adopted by Employer.

I affirm by my signature below that I have read this agreement and understand its subject matter. I affirm I was given the opportunity to have this agreement reviewed by my own counsel prior to entering into it.

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Employee's Signature

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Date

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Agency Director or his/her Designee Signature

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Date