

# DRAFT #2 – 7/8/08

PROPOSED POLICY 5:01:01:20

TELECOMMUTING

## I. INTRODUCTION

### PURPOSE

The purpose of this policy is to set the standards for a consistent process and treatment of employees regarding telework/telecommuting across the TBR system.

*mostly  
Staff*

### DEFINITIONS

1. Telework/telecommuting: A work arrangement in which supervisors direct or permit employees to perform their usual job duties away from their central workplace in accordance with work agreements.
2. Alternate Work Location: Approved work site other than the employee's central workplace where official state business is performed. Such locations may include, but are not necessarily limited to employees' homes.
3. Central Workplace: The employer's place of work where employees normally are located.
4. Employee: A person employed by the institution pursuant to the Board of Regents policies.
5. Work Agreement: The written agreement between the institution and the employee that details the terms and conditions of an employee's work away from the central workplace. Work agreements are required for telecommuting.
6. Work Schedule: The employee's hours of work in the central workplace and/or in the alternate work location. (See TBR Guideline P-020 Procedures for Implementing the 37.5 Hour Work Week) As a rule, the work hours will be approximately 7.5 hours per day between 7 a.m. and 5:30 p.m.

## II. PRELIMINARY REQUIREMENTS

1. Each institution must establish internal policies and procedures related to telecommuting. These policies should:
  - identify positions that are appropriate (and inappropriate) for telecommuting;
  - establish a process and criteria for evaluating whether a particular employee is suitable for telecommuting;
  - require a work agreement between the institution and the employee;
  - require compliance with applicable laws, policies, and guidelines.
2. Telecommuting is not a universal employee benefit or employee right. No employee is entitled to or guaranteed the opportunity to telecommute. Management is responsible for the affairs and operation of each institution and unit and thus management has the sole discretion to designate positions for telecommuting and approve employees to telecommute.
3. Telecommuting assignments do not change the conditions of employment or required compliance with laws and policies.

## III. IDENTIFICATION OF POSITIONS ELIGIBLE FOR TELECOMMUTING

In making decisions about which positions are appropriate to designate or approve for telecommuting, institutions should thoroughly analyze the duties of the positions and how the work is performed. Generally, the following types of positions are appropriate for telecommuting:

- require independent work
- require little face to face interaction
- require concentration
- result in specific, measurable work products
- can be monitored by output, not time spent doing the job
- requires little campus contact or physical presence to perform effectively
- requires security and confidentiality of data, including sensitive information can be adequately assured

*on-line classes?*

#### **IV. DETERMINATION OF EMPLOYEE ELIGIBILITY FOR TELECOMMUTING**

In making decisions about which employees are designated or approved for telecommuting, institutions should review the work qualities of particular employees in addition to ensuring that their positions are appropriate for telecommuting.

Generally to be eligible, an employee must:

- be out of probationary status, and have a history of reliable and responsible performance of duties;
- overall performance evaluation ratings are satisfactory or higher;
- have no pending personnel related disciplinary action;
- have a work site suitable for telecommuting;
- be able to work productively on their own, does not require close supervision or constant face to face interaction with co-workers to complete their assignments;
- be self-motivated and flexible
- be knowledgeable about the job;
- have a low need for social interaction;
- be dependable and trustworthy;
- be organized;
- have good communications skills;
- have good time management skills, and
- have satisfied satellite work station requirements including availability of necessary equipment; security of sensitive data and confidentially.

#### **Manager's Requirements:**

The manager must be an effective communicator and must be able to clearly define tasks and expectations. The manager must be able to integrate office operations with on-site staff and telecommuting staff.

The manager should be supportive of the concept and willing to work through minor problems or obstacles that may occur as a result of the telework arrangement.

The manager must ensure that high level of public service is maintained and that misuses of this policy do not occur.

#### **V. REQUIREMENT OF WORK AGREEMENT**

Institutions and employees must agree to the terms of telecommunicating before an employee may work at an alternate work location.

Institution agreements must be reviewed and approved by the Office of the General Counsel prior to use.

Institutions may want to include the conditions listed below in work agreements (also, see Attachment A for a sample agreement):

- the duration of the agreement;
- the work schedule and how it can be changed; days and hours the employee is expected to work;
- how leave is to be requested and approved by the supervisors;
- status of employees during emergency or weather-related closings affecting the central or alternate workplace;
- how routine communication between the employee, supervisor, co-employees, and others will be handled;
- employee's performance plan/expectations; the focus in telecommuting arrangements must be on results. The supervisor should communicate in advance what assignments or tasks are appropriate to be performed at the telecommuting site, and what assessment techniques will be used to measure success in meeting performance standards;
- the equipment and/or supplies that will be used, and who is responsible for providing and maintaining them;
- any applicable data security procedures;
- safety requirements (see Attachment B for sample checklist);
- a requirement that employees permit supervisor access to the alternate work location during normal work hours as defined by the telecommuting agreement;
- comply with all state and institution rules, policies, practices and instructions;
- use state-provided equipment/supplies only for business purposes, and to notify the institution immediately when equipment malfunctions;
- notify their supervisors immediately of any situation that interferes with their ability to perform their jobs;

- maintain safe work conditions and practice appropriate safety habits;
- certify that the work location is free from hazards;
- notify their supervisors immediately of any injury incurring while working;
- agree to allow supervisors to visit the alternate work location immediately after any accident or injury that occurred while working;
- absolve the institution from liability for damages to real or personal property resulting from participation in the telecommuting program;
- be responsible for the security of information, documents, and records in their possession or used during telecommuting, and not take restricted-access material home without the written consent of their supervisors; and
- ensure dependent care arrangements (children, parents) are maintained and do not interfere with the home office.

## VI. GENERAL PROVISIONS

1. Management is responsible for managing the affairs and operations of state government; thus, institutions have sole discretion to:
  - a. designate positions for telecommuting, and
  - b. approve employees to telecommute.

Telecommuting assignments do not change the conditions of employment or required compliance with policies.

2. Compensation and Benefits: An employee's compensation and benefits will not change as a result of telecommuting.
3. Hours of work: The total number of hours that employees are expected to work will not change, regardless of work location. Employees agree to apply themselves to their work during work hours.

Institutions must ensure that procedures are in place to document the work hours of employees who telecommute, in particular ensuring compliance with the Fair Labor Standards Act.

Telecommuting is not intended to serve as a substitute for child or adult care. If children or adults in need of primary care are in the alternate work location during employees' work hours, some other individual must be present to provide the care.

There are no limits on telework days vs. in-office days; however, it is normally recommended that no more than 3 telework days per week are allowed. Employees need to spend some time in the office, and minimize communication problems. This practice will ensure employees are available for occasional face to face meetings and access to facilities.

4. Attendance at Meetings: Supervisors may require employees to report to a central workplace as needed for work-related meetings or other events or may meet with employees in the alternative work location as needed to discuss work progress or other work related issues.
5. Use of Leave: Telecommuting is not intended to be used in place of sick leave (Policy 5:01:01:07), Family and Medical Leave (Policy 5:01:01:14), Workers Compensation Leave, or other types of leave.

However, institutions may determine whether or not it is appropriate to offer telecommuting as an opportunity for partial or full return to work based on institution policy and the criteria normally applied to decisions regarding the approval of telecommuting.

6. Workers' Compensation Liability: Institutions may be liable for job-related injuries or illnesses that occur during employees' established work hours in their alternative work locations.
7. Equipment and Materials: Normally the state will provide equipment and materials needed by employees to effectively perform their duties. However, where agreements specify, employees may be authorized to use their own equipment.
8. State-Owned Equipment: Authorized Use/Users: State-owned equipment may be used only for legitimate state purposes by authorized employees.  
  
Employees are responsible for protecting state-owned equipment from theft, damage and unauthorized use.
9. Maintenance: State-owned equipment used in the normal course of employment will be maintained, serviced and repaired by the state.
10. Transporting/Installing: Institutions should stipulate who is responsible for transporting and installing equipment and for returning it to the central workplace for repairs or service.
11. Employee-Owned Equipment: When employees are authorized to use their own equipment, institutions will not assume responsibility for its cost of equipment, repair, or service.
12. Costs Associated with Telecommuting: Agencies are not obligated to assume responsibility for operating costs, home maintenance, or additional insurance, or other costs incurred by employees in the use of their homes as telecommuting alternate work locations, except as described below.

Institutions may use appropriated funds to:

- pay for leased telephone lines in employee's alternate work location;

- install and provide basic telephone service in employees' alternate work locations or,
- provide cell phones to employees for business use.

If cell phones are not provided, institutions may reimburse employees for business-related long distance calls made from their personal telephones.

13. State Information: Employees must safeguard institution information used or accessed while telecommuting.

Institution supervisors must grant permission according to TBR and institution procedures for employees to work on restricted-access information or materials at alternate work locations. Employees must agree to follow institution-approved security procedures in order to ensure confidentiality and security of data.

**SAMPLE TELECOMMUTING WORK AGREEMENT**

The following constitutes an agreement on the terms and conditions of telecommuting between:

\_\_\_\_\_  
Institution Date

\_\_\_\_\_  
Employee Date

- 1. Employee agrees to participate in telecommuting and to adhere to applicable guidelines.  Yes  No
- 2. Employee agrees to participate in telecommuting for an initial period not to extend one year, beginning \_\_\_\_\_ and ending \_\_\_\_\_.  Yes  No

This agreement may be extended beyond the initial one year period, if agreeable to the institution and to the employee. If extended, the terms of this agreement should be reviewed and updated as necessary.

- 3. Institution concurs with employee participation and agrees to adhere to applicable guidelines and policies  Yes  No
- 4. A copy of the Institution/State Telecommuting Policy has been given to the employee.  Yes  No

**WORK LOCATION / SCHEDULE**

- 1. Employee's central workplace is: \_\_\_\_\_.
- 2. Employee's alternate work location is: \_\_\_\_\_.
- 3. At the central workplace, employee's work hours will normally be from \_\_\_\_ to \_\_\_\_ on the following days: \_\_\_\_\_.
- 4. At the alternate work location, employee's work hours will normally be from \_\_\_\_ to \_\_\_\_ on the following days: \_\_\_\_\_.
- 5. Employee's time and attendance will be recorded the same as performing official duties at the central workplace. Telecommute days are scheduled and will not be substituted without advance approval of the supervisor.
- 6. Supervisors will maintain a copy of employee's work schedule and employee's time and attendance will be recorded the same as if performing official duties at the central workplace.

Employee's Initials \_\_\_\_\_

Employee's Initials \_\_\_\_\_

## WORK STANDARDS/PERFORMANCE

1. Employee will meet with the supervisor to receive assignments and to review completed work as necessary or appropriate. A Work performance expectations agreement will be initiated.
2. Employee will complete all assigned work according to work procedures mutually agree upon by the employee and the supervisor, and according to guidelines and expectations stated in the employee's performance plan.
3. Supervisor will evaluate employee's job performance according to the employee's performance plan (on Employee Work Profile or equivalent agency form.)
4. Employee agrees to limit performance of his/her officially-assigned duties to the central workplace or institution-approved alternate work location. Failure to comply with this provision may result in loss of pay, termination of the telecommuting agreement, and/or appropriate disciplinary action.

## COMPENSATION/BENEFITS

1. All salary rates, leave accrual rates, and travel entitlements will remain as if the employee performed all work at the central workplace.
2. Employee will be compensated in accordance with applicable law and state policy for overtime work that has been requested by his/her supervisor and approved in advance.
3. Employee understands that overtime work must be approved in advance by the supervisor. By signing this form, employee agrees that failing to obtain proper approval for overtime work may result in his/her removal from telecommuting and/or appropriate action.
4. Employee must obtain supervisory approval before taking leave in accordance with established office procedures. By signing this form, employee agrees to follow established procedures for requesting and obtaining approval of leave.

## EQUIPMENT/EXPENSES

1. Employee who uses institution equipment agrees to protect such equipment in accordance with institution guidelines, and will not allow others to use for purposes other than campus business. If equipment is damaged by non-employee, employee will be held liable for the repair and/or replacement. State-owned equipment will be serviced and maintained by the institution.
2. If employee provides equipment, he/she is responsible for servicing and maintaining it.
3. Neither the institution nor the state will be liable for damages to an employee's personal or real property during the course of performance of official duties or while using state equipment in the employee's residence.
4. Neither the institution nor the state will be responsible for operating costs, home maintenance, or any other incidental costs (e.g. utilities) associated with the use of the employee's residence as an alternate work location.
5. The employee understands that his/her personal vehicle will not be used for campus business unless specifically authorized by supervisor.

Tax/Expense – Any and all tax implications of utilizing a home office deduction are the responsibility of the employee. The campus will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g. utilities) associated with the use of the employee's residence. The employee will be reimbursed for authorized expenses incurred while conducting official duties including business calls, paper and other supplies.

Employee's Initials \_\_\_\_\_

## SAFETY

1. Employee is covered by the appropriate provisions of Tennessee's Workers' Compensation Program and other state and TBR policies, as appropriate if injured while performing official duties at the central workplace or alternate work location. Employee agrees to hold harmless for injury to others at the telecommuting site.
2. Employee agrees to certify that the work location is safe and free from hazards.
3. Employee agrees to bring to the immediate attention of his/her supervisor any accident or injury occurring at the alternate work location while working.
4. Supervisor will investigate all accident and injury reports immediately following notification.

## EMERGENCY PREPAREDNESS:

1. Emergency phone numbers are posted at the alternate work site.
2. A first aid kit is easily accessible and replenished as needed.
3. Portable fire extinguishers are easily accessible and serviced as needed.

## CONFIDENTIALITY/SECURITY

Employee will apply approved safeguards to protect institution or state records from unauthorized disclosure or damage, and will comply with the privacy requirements set forth in the state law, the Tennessee Board of Regents' Policies and guidelines, or institution policy or procedure.

## INITIATION AND TERMINATION OF AGREEMENT

1. Employee agrees to adhere to applicable guidelines and policies.
2. Institution concurs with employee participation and agrees to adhere to applicable policies and procedures.
3. Employee may terminate participation in telecommuting at any time unless it was a condition of employment. Two (2) weeks notice to the institution is recommended.
4. Institution may terminate employee's participation in telecommuting at any time. (Employees may be withdrawn for reason to include, but not limited to, declining performance and organizational benefit). Two (2) weeks notice to the employee is recommended when feasible, but is not required.

Employee's Initials \_\_\_\_\_

ATTACHMENT A

State-owned or leased equipment has been issued to the employee and has been documented by the institution.

	<u>Issued</u>	<u>Date</u>	<u>Documented</u>	<u>Date</u>
Computer	_____	_____	_____	_____
Modem	_____	_____	_____	_____
Fax machine	_____	_____	_____	_____
Telephone	_____	_____	_____	_____
Desk	_____	_____	_____	_____
Chair	_____	_____	_____	_____
File cabinet	_____	_____	_____	_____
Printer	_____	_____	_____	_____
Scanner	_____	_____	_____	_____
Other (list)	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Institution President (or designee)

\_\_\_\_\_  
Date

ATTACHMENT B

Safety Checklist  
(SAMPLE CHECKLIST AND EMPLOYEE CERTIFICATION FORM)

EMPLOYEE NAME: \_\_\_\_\_  
INSTITUTION: \_\_\_\_\_  
SUPERVISOR NAME \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
PHONE: \_\_\_\_\_

The following checklist is designed to assess the overall safety of the alternate work location. Each participant should read and complete the self-certification safety checklist. Upon completion, the checklist should be signed and dated by the participating employee and immediate supervisor.

The alternate work location is located (check one):

\_\_\_ in home  
\_\_\_ not in home

Describe the designated work area:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the best of one's knowledge:

1. Is the space free of asbestos-containing materials? \_\_\_Yes \_\_\_No
2. If asbestos-containing material is present, is it undamaged and in good condition? \_\_\_Yes \_\_\_No
3. Is the space free of indoor air quality problems? \_\_\_Yes \_\_\_No
4. Is there adequate ventilation for the desired occupancy? \_\_\_Yes \_\_\_No
5. Is the space free of noise hazards (noises in excess of 85 decibels)? \_\_\_Yes \_\_\_No
6. Is there a potable (drinkable) water supply? \_\_\_Yes \_\_\_No
7. Are lavatories available with hot and cold running water? \_\_\_Yes \_\_\_No
8. Are all stairs with four or more steps equipped with handrails? \_\_\_Yes \_\_\_No
9. Are all circuit breakers and/or fuses in the electrical panel labeled as to intended service? \_\_\_Yes \_\_\_No

10. Do circuit breakers clearly indicate if they are in the open or closed position? \_Yes \_\_\_ No
11. Is all electrical equipment free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires, flexible wires running through walls, exposed wires fixed to the ceiling)? \_Yes \_\_\_ No
12. Will the building's electrical system permit the grounding of electrical equipment? \_Yes \_\_\_ No
13. Are aisles, doorways, and corners free of obstructions to permit visibility and movement? \_Yes \_\_\_ No
14. Are file cabinets and storage closets arranged so drawers and doors do not open into walkways? \_Yes \_\_\_ No
15. Do chairs have any loose casters (wheels)? Are the rungs and legs of chairs sturdy? \_Yes \_\_\_ No
16. Is the work area overly furnished? \_Yes \_\_\_ No
17. Are the phone lines, electrical cords, and extension wires secured under a desk or alongside a baseboard? \_Yes \_\_\_ No
18. Is the office space neat, clean and free of excessive amounts of combustibles? \_Yes \_\_\_ No
19. Are floor surfaces clean, dry, level and free of worn or frayed seams? \_Yes \_\_\_ No
20. Are carpets well-secured to the floor and free of frayed or worn seams? \_Yes \_\_\_ No

#### Ergonomics

Desk, chair, computer and other equipment are of appropriate design and arranged to eliminate strain on all parts of the body.

I verify that the above information is accurate and correct to the best of my knowledge.

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

\_\_\_\_\_  
Date

I have reviewed the above information provided by the Employee and rely on its accuracy to determine that the alternate work location meets telecommuting requirements.

\_\_\_\_\_  
Supervisor or Institution Representative

\_\_\_\_\_  
Date

**AGREEMENT FOR WORK PERFORMANCE EXPECTATIONS**

The following is a list of work performance expectations as part of the identified employee's telecommuting agreement.

(Name) \_\_\_\_\_ agrees to perform the following work expectations in a satisfactory manner for the period of this telecommuting agreement from the effective date of \_\_\_\_\_ to the ending date of \_\_\_\_\_. These work performance expectations shall be attached to and/or incorporated into the employee's job description and shall be used in assessing the employee's job performance for the appropriate review period.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date