

OREGON DEPARTMENT OF ENERGY

SAMPLE TELEWORK POLICY

Telework as a work option for employees can help stem the growth in auto travel and thereby conserve energy, relieve congestion, and improve air quality. The (Organization Name) endorses telework and strives to be an example of how telework can be a successful strategy in developing a more versatile transportation system that is less harmful to (fill in state)'s quality of life.

Telework is also consistent with sound business practices and will help the organization be more competitive in attracting talented and skilled employees. Telework can also increase productivity and morale of employees, boost efficiency in the use of space, and reduce operating costs.

Applicability:

This policy applies to all employees of (Organization Name).

Policy:

It is the policy of (Organization Name) to allow employees to telework when opportunities exist for improved employee performance, reduced commuting miles or organization savings, and meeting customer needs. Telework, also known as telecommuting, may not be suitable for all employees and/or positions.

Telework shall be voluntary unless specifically stated as a condition of employment. Telework is not an employee right. This policy creates no employee rights in relation to telework. Management decisions regarding telework are not subject to appeal except as outlined in this policy. Either the (Organization Name) or the employee may discontinue the arrangement at any time, giving two week's notice, unless otherwise provided in the Telework Agreement. Telework may be temporarily suspended due to operational needs of the unit.

(Organization Name) is committed to improving the capacity for telework by increasing network access from remote locations. However, current system capabilities do not guarantee access to the central work site's computer system.

This policy addresses regular telework and medical telework arrangements. This policy does not set conditions for employees whose official workstation is in the home or who may wish to arrange to do work at home on an occasional basis. Arrangements for full-time home-stationed workers shall be arranged on a case-by-case basis.

This policy complies with all applicable provisions of the Americans with Disabilities Act (ADA) of 1990.

Definitions:

Regular Telework	Regular telework, also known as telecommuting, is defined as a mutually agreed-upon work option between the <u>(Organization Name)</u> and the employee where the employee works at a telework site (home or an alternative work site) on specified days and/or hours, and at the central work site the remainder of the time, retaining flexibility as necessary to meet the needs of the work unit. Regular telework is scheduled for one or two days a week as agreed upon by the <u>(Organization Name)</u> 's administrator or designee and the employee. Exceptions may be approved by the teleworker's supervisor with consideration given to #4 of the Work Schedule and Accessibility section.
Medical Telework	Medical telework is defined as temporary work at home on a full or part-time basis, with physician's documentation. Examples include recovery from injury, surgery, or prolonged illness, or a communicable disease.
Central Work Site (Official Workstation)	The central work site means the employee's officially assigned workstation.
Telework Site	The telework site means a work site alternative to the official workstation as specified in the Telework Agreement. It may be in the employee's home or at a satellite office closer to the employee's home than the central work site and owned or leased by the organization.
Remote Access	Remote access is defined as an employee's ability to access the appropriate LAN server(s) from the employee's telework site to retrieve and store computer files. Remote access may or may not be part of the Telework Agreement. Any authorized <u>(Organization Name)</u> employee, including non-teleworkers, may remotely access <u>(Organization Name)</u> LAN servers.
Telework Agreement	The Telework Agreement is signed by <u>(Organization Name)</u> Administrator or designee and employee specifying terms and conditions of telework. (See Attachment D)
Telework Application	A Telework Application is completed by the employee and submitted to employee supervisor. (See Attachment A)
Telework Office Checklist	A guide is used in assessing the suitability and safety of a proposed home office or other telework site submitted to the employee's supervisor with the Telework Application form. (See Attachment B)

Teleworker Self-Assessment

The Teleworker Self-Assessment is used in assessing the employee's suitability as a prospective teleworker, as well as the suitability of the job. (See Attachment C)

General Requirements:

1. Employees may apply to telework after completing trial service. Exceptions may be approved by the (*Organization Name*)'s administrator or designee.
2. Consideration will be given to employees who have demonstrated work habits and performance well-suited to successful telework in cases when the telework provides opportunity for improved employee performance or employee retention, reduced commuting miles, or organization savings. The following guidelines need to be considered:

Workhabits: Teleworkers must have demonstrated self-motivation, self-discipline, the ability to work independently, the ability to manage distractions, and the ability to meet deadlines.

Position: The teleworker's position must have minimum requirements for direct supervision or contact with customers; the teleworker's need for specialized material must be minimal or flexible; and the teleworker's work objectives and tasks must be clearly defined with measurable results.

The telework must be arranged so that there is no difference in the level of service provided to the customer and the location of the workplace is not noticeable to the customer.

The location of work must not significantly alter the teleworker's job content or the job content of co-workers.

The cost of supporting the teleworker (See Supplies, Equipment, Furniture section) must be reasonable in comparison to amount of commuting miles saved.

The teleworker's equipment and software must meet organization standards or the central work site can supply an available loaner laptop.

The teleworker's needs for Information Services' (IS) support must be minimal.

3. Telework sites must be in Oregon. (*Note: This is a current State of Oregon requirement because of workers' compensation and tort liability issues. Please check with your organization's legal and worker's compensation advisors to determine if this issue is relevant to your policy.*)
4. In case of injury, theft, loss, or tort liability related to telework, the teleworker must allow agents of the organization to investigate and/or inspect the telework site. Reasonable notice of inspection and/or investigation will be given to the teleworker.
5. Where telework sites are located in the home, the teleworker is responsible for establishing and maintaining the work site.

6. Employees shall sign and abide by the Telework Agreement between the teleworker and the (Organization Name)'s Administrator or designee.
7. The Telework Agreement will be reviewed by the employee supervisor and teleworker during performance review and revised as necessary.
8. Employee supervisors and prospective teleworkers are expected to take training on telework offered by (Organization's name).

TERMS OF EMPLOYMENT

1. The teleworker's conditions of employment shall remain the same as for non-telework employees. Employee salary, benefits and employer-sponsored insurance coverage shall not change as a result of telework.
2. (Organization Name) policies, rules and practices shall apply at the telework site, including those governing communicating internally and with the public, employee rights and responsibilities, facilities and equipment management, financial management, information resource management, purchasing of property and services, and safety. Failure to follow policy, rules and procedures may result in termination of the telework arrangement and/or disciplinary action.
3. The teleworker will not be paid for time involved in travel between the telework site and central work site. Travel between the telework site and the central work site will not be reimbursed.

WORK SCHEDULE AND ACCESSIBILITY

1. The number of hours worked will not change because of telework. A consistent schedule of telework work days and hours is desirable for many jobs to ensure regular and predictable contact with (Organization Name) staff and others. For some positions, more flexibility in work hours and days is feasible.
2. The Telework Agreement will specify work schedules that are in compliance with Federal Labor Standards Act (FLSA) regulations, (Organization Name) Policy # (fill in) .
3. The teleworker must get the employee supervisor's advance written approval for working overtime.
4. The telework schedule needs to allow adequate time at the central work site for meetings, access to facilities and supplies and communication with other employees and customers. Telework must not adversely affect customer service delivery, employee productivity, or the progress of an individual or team assignment.

In approving the telework schedule, the employee supervisor will take into consideration the overall impact of the teleworker's total time out of the central work site. Considerations include flex time and compressed work week schedules, meetings, consultations, presentations and conferences.

Consideration will also be given to the overall effect of the teleworker's and co-workers' schedules in maintaining adequate communication.

5. The teleworker will attend job-related meetings, training sessions, and conferences, as requested by the employee supervisor. In addition, the teleworker may be requested to attend "short notice" meetings. The employee supervisor will use telephone conference calling whenever possible as an alternative to requesting attendance at short notice meetings.
6. While teleworking, the teleworker must be reachable via telephone, fax, pager, or e-mail during agreed-upon work hours or specific core hours of accessibility. The employee supervisor and teleworker will agree on how to handle telephone messages, including the feasibility of call forwarding, frequency of checking telephone messages, and the need for having a home phone answering machine. Only the teleworker and the teleworker's supervisor will designate what persons will be given the teleworker's home office phone number.
7. The employee supervisor and teleworker will use the most efficient and effective way of handling long distance calls whether that is the use of an organization calling card or reimbursement for long distance business calls. If reimbursement is approved, the teleworker will submit an expense reimbursement request with a log of long distance business calls and a copy of the phone bill to the employee supervisor on a monthly basis.
8. If the central work site is closed due to an emergency or inclement weather, the employee supervisor will contact the teleworker. The teleworker may continue to work at the telework site. If there is an emergency at the telework site such as a power outage, the teleworker will notify the employee supervisor as soon as possible. The teleworker may be assigned to the central work site or an alternate work site.

DEPENDENT CARE

Teleworkers will not act as primary caregivers for dependents during the agreed-upon work hours. This does not mean dependents will be absent from the home during the telework hours. It means that they will not require the teleworker's attention during work hours. Teleworkers must make dependent care arrangements to permit concentration on work assignments.

PERFORMANCE EVALUATIONS

The method of monitoring and evaluating performance will rely more heavily on teleworker work results than direct observation.

TELEWORK SITE

1. The teleworker will maintain a designated workspace that is clean, safe, and free from distractions. (See Attachment B)
2. In the event of a job-related incident or accident during telework hours, the teleworker needs to immediately report the event to the employee supervisor. The organization does not assume responsibility for injury to any persons other than the teleworker at the telework site.
3. The teleworker will not hold business meetings with clients or customers, the public, or professional colleagues at his or her residence. Meetings with other **(Organization Name)**

staff will not be scheduled on a regular basis at the teleworker's residence and must be approved in advance by the employee supervisor.

4. Teleworkers are advised to consult with their insurance agent and a tax consultant for information regarding home work sites. Individual tax implications, auto and homeowners insurance, and incidental residential utility costs are the responsibility of the teleworker.

SUPPLIES, EQUIPMENT AND FURNITURE

1. The Telework Agreement must specify all reimbursable costs. Any additional costs related to telework must be authorized by the (*Organization Name*) Administrator or designee prior to purchase or installation. (*Organization Name*) will provide standard office supplies (pens, paper, pencils, etc.). Out-of-pocket expenses for supplies normally available at the central work site will not be reimbursed. Teleworkers need to get supplies while at the central work site.
2. Teleworkers shall be responsible for providing home telework site furniture and equipment. Unless approved by the (*Organization Name*) Administrator and specified in the Telework Agreement, the teleworker will provide his or her own computer hardware and software and whatever data communications and services are needed to complete specified telework tasks. In certain cases, other arrangements may be negotiated between the (*Organization Name*) Administrator or designee and the teleworker and documented in the Telework Agreement.
3. The following conditions shall apply to use of supplies, organization records, computers and other organization-owned equipment:

Use of organization equipment in the home shall be the same as at the central work site.

Restricted-access materials shall not be taken out of the central work site or accessed through the computer unless approved in advance by the supervisor.

Products, documents, and records used and/or developed while teleworking shall remain the property of the organization, and are subject to organization policies regarding confidentiality and records retention requirements.

Products, documents and records that are used, developed, or revised while teleworking must be copied or restored to the (*Organization Name*)'s computerized records. Records and files temporarily stored on the teleworker's personal computer need to be stored in a way that will allow (*Organization Name*) easy access, while protecting the teleworker's personal files. It is suggested that all telework-related information be located on a directory designated for telework and that this information be backed up on a disk or on the LAN server.

For telework jobs that have security and/or confidentiality requirements, procedures must be established to guarantee protection of confidential information. Procedures may include a locked or secure workplace, computer access passwords, or restricted use of files at the telework site. If security and/or confidentiality issues exist, they need to be addressed in the Telework Agreement.

4. Teleworkers shall be in compliance with all (*Organization Name*) guidelines for uses of computer hardware and software, including:

Need for (Organization Name) standard virus and surge protection on home computers

Software licensing provisions

Duplication of organization-owned or licensed software

Maintaining system security

Access to files

Passwords

5. (Organization Name) is not responsible for loss, damage, or wear of teleworker-owned equipment. The organization may pursue recovery from the teleworker for organization property that is deliberately, or through negligence, damaged, destroyed, or lost while in the teleworker's care, custody, or control. (Organization Name) is responsible for the deductible on organization property. Repair and/or replacement costs and liability for privately owned equipment and furniture used during telework is the responsibility of the teleworker.
6. Repair and/or replacement costs and liability for organization-owned equipment used during telework is the responsibility of (Organization Name). (Normal use and wear— not as a result of negligence or deliberate damage, destruction, or loss.)
7. The (Organization Name)'s Fiscal and Information Services (IS) sections shall maintain a central inventory of (Organization Name) equipment and software located in the home offices of teleworkers. All (Organization Name) equipment and software used at the telework site must be noted on the Telework Agreement.

Procedure:

To Apply

Employee: Reviews Oregon Office of Energy Training Kit “Telework Basics” brochure and Teleworker Self-Assessment. Completes Telework Application and Telework Office Checklist. Submits to employee supervisor or (Organization Name)'s Administrator or Designee.

Employee Supervisor: Reviews Oregon Office of Energy Manager’s Telework Kit (Manager’s video and “Manager’s Quick and Easy Guide to Telework”) and Teleworker Self-Assessment. Reviews the Telework Application and Telework Office Checklist. Determines if Telework Application meets general requirements for telework and that work schedule, accessibility issues, dependent care, and equipment issues are satisfactorily addressed.

Requests a review by IS to determine if proposed Telework Application meets (Organization Name) equipment and software standards and level of IS support needed. Informs (Organization

Name)'s Administrator of the request for telework and consults on any issues raised by the request. If telework request is accepted, refers to the Implementing Telework section of this procedure.

Implementing Telework

Employee Supervisor: Notifies telework applicant that the Telework Application has been accepted.

Employee and Employee Supervisor: Schedule a time to view telework training video in Oregon Office of Energy Telecommuting Training Kit. View video, discuss telework arrangement and complete Telework Agreement.

Employee Supervisor: Contacts IS staff if computer access is needed. Meets with teleworker and co-workers to address how arrangements will work. Discusses concerns and problems. Revises Telework Agreement as needed based on this discussion.

Employee and Employee Supervisor: Sign final Telework Agreement. Employee supervisor forwards Telework Agreement to (Organization Name)'s Administrator for approval.

(Organization Name)'s Administrator or Designee: Discusses Telework Agreement with employee supervisor. Indicates approval or denial on Telework Agreement form. Returns Telework Agreement to employee supervisor.

Employee Supervisor: If Telework Agreement approved by the (Organization Name) Administrator, notifies employee. Notifies employee's co-workers and others with whom the employee interacts about the telework schedule. Notifies (Organization Name)'s receptionist about the telework schedule and how telephone calls to the teleworker are to be handled.

If organization-owned equipment is to be used at home telework site, ensures that it is included in Fiscal and IS sections' central inventory listing of telework equipment and that changes are made to (Organization Name) inventory records if necessary.

Sends original Telework Application, Telework Office Checklist and Telework Agreement to (Organization Name) personnel contact. Gives teleworker a copy of each and keeps a copy of each.

(Organization Name)'s Personnel Contact: Files original telework materials in the teleworker's personnel file. Gives a copy to the Fiscal section.

Employee and Employee Supervisor: Respond to information and survey requests from the (Organization Name) and (Organization Name)'s Employee Services.

Telework Denied/Request for Reconsideration

(Organization Name)'s Administrator or Designee and Employee Supervisor: If decision is made to deny telework, informs employee of decision. Employee may either accept the decision or request reconsideration by the (Organization Name)'s Administrator. Schedules an appointment with the (Organization Name)'s Administrator, designee, or immediate supervisor.

Employee, (Organization Name)'s Administrator and Employer Supervisor Confer either in person or by telephone to review telework request, reasons for denial. Determine if telework is still not an option or if a telework arrangement can be implemented. (Organization Name)'s Administrator makes the final determination.

To Rescind or Terminate Agreement

Employee: If the teleworker wishes to terminate the Telework Agreement, meets with the employee supervisor and sets an effective date.

Employee Supervisor: If the employee supervisor wishes to terminate the Telework Agreement, sets a meeting with the teleworker to explain reasons and sets effective date for termination of the Telework Agreement.

Employee and Employee Supervisor: To rescind a Telework Agreement on a temporary basis, discuss the time period and revise the Telework Agreement.

Employee Supervisor: When a Telework Agreement is rescinded or terminated, sends a notification to the (Organization Name) personnel contact indicating date of termination and reason.

Ensures that the Fiscal and IS sections' inventory file of telework equipment is updated if necessary.

Program Monitoring and Evaluation

(Organization Name)'s Employee Services: On a yearly basis, issues a report to (Organization Name)'s Administrator including the number of teleworkers, the number of trips, miles and hours of travel time saved annually, and a summary of efforts made by the (Organization Name) to promote and encourage telework.

Employee Supervisor And Teleworker: Review Telework Agreement and make any necessary changes.

Attachments:

Attachment A Telework Application

Attachment B Telework Office Checklist

Attachment C Teleworker Self-Assessment
Attachment D Telework Agreement

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