

State of Wisconsin

DOA – DIVISION OF PERSONNEL MANAGEMENT

- OFFICE OF THE ADMINISTRATOR BULLETIN -

Date: March 15, 2020

Locator No. DPM-0517-AO

Subject: Short-Term Telecommuting Policy Guidelines

I. PURPOSE

The purpose of this bulletin is to provide guidance to agencies and appointing authorities to develop and implement a Short-Term Telecommuting (STT) policy for employees. STT arrangements may be useful during emergency situations, such as a pandemic or building closure, when the state needs to maintain operations while minimizing health risks to employees. Permanent or standard work-at-home arrangements must be addressed under agencies' policies on Telecommuting. While this document is intended to address STT situations related to pandemic or COOP/COG events, agencies may use the document to establish STT policies for non-emergency situations (see Section II, Sub Section C – Eligibility).

Agencies are encouraged to consider implementing a STT policy that can be used during a critical event to ensure the maintenance of mission essential functions.

II. TEMPLATE FOR SHORT-TERM TELECOMMUTING POLICY

A sample template is provided below to assist in the development of an agency STT policy. Agencies should modify the template to reflect operational needs.

A. Policy

A Short-Term Telecommuting (STT) policy enables agency managers to authorize temporary work at home arrangements. Such policy is not intended to accommodate space problems or temporary employment or permit employees to carry out routine work functions in their homes on an ongoing basis.

The duties and responsibilities of some positions may preclude participation in a STT program. Because the circumstances may vary depending on the employee's situation, each request will be handled on a case-by-case basis. Staff who are normally deemed essential employees in emergency situations, are typically unable to participate in telework.

The STT program will be administered in accordance with the provisions of the Fair Labor Standards Act, Americans with Disabilities Act, federal Family and Medical Leave Act (FMLA), Wisconsin Family and Medical Leave Act (WFMLA), Wisconsin Administrative Code, and collective bargaining agreements, as applicable.

NOTE: The terms and conditions of this policy may be modified in the event of a declared emergency, at which time the Governor, or the agency head acting in accord with the Office of the Governor, may issue specific short-term directives.

B. Approval of Requests

The following process will be used to request and authorize STT agreements and notify Human Resources (HR).

1. Requests for temporary work at home for **three days or less** require only verbal approval by the Supervisor.
2. Requests of **four days to two weeks** (ten consecutive workdays) require a formal written agreement signed by the employee, the supervisor, and sent to HR for placement in the p-file.
3. Requests exceeding two weeks also require the written approval by the appointing authority, or designee. The signed copy is sent to HR and placed in the p-file.

Employees may not telework without prior supervisory approval.

C. Eligibility

1. Only employees whose essential job duties can be fulfilled from a remote location are eligible for short-term telecommuting agreement.
2. STT is only available to employees who have all tools required for their job available to them at the remote location. This may include, but is not limited to: a computer with all necessary software, a reliable internet connection, a telephone at which the employee can receive calls, a workspace free from distractions or hazards, a smoke detector, a surge protector, and any other routinely needed tools or equipment. The agency will not provide or reimburse an employee for required equipment needed for STT agreements. All equipment, space, utilities and other services for the remote workspace must be provided by the employee at their own expense as a condition of the agreement.

D. Criteria

1. Employees on a STT agreement are expected to work their normal work schedule for the duration of the agreement unless otherwise directed or approved by the supervisor or management.
2. Employees who are not FLSA-exempt must report actual hours worked. All employees may not work overtime or generate differentials (night/weekend pay, etc.) without supervisor approval in advance of the overtime work being performed.
3. In all cases of work at home, the employee will be covered by the agency's work rules and the Code of Ethics. Work-related accidents must be reported to the

supervisor as soon as possible

4. Employees on a short-term telecommuting agreement must be available by telephone during their normal work hours.
5. Sick leave and other paid time off may be used during a STT agreement, subject to the same notification, approval and reporting requirement as if the employee were working at their regular work location.
6. Employees may not host business functions or visitors in their home during the STT arrangement.
7. The agreement may be terminated at any time by the supervisor. An employee may request [early] termination of the agreement at any time, but the decision to terminate the agreement early will be made by the supervisor.

E. Agreement/Procedures

An employee and their supervisor will develop a written STT agreement prior to beginning telework. The agreement requirements and approval will consider factors such as: specific duties and responsibilities of the job, existing workload demands, adequate staffing, work safety, customer service, employee performance, ability to monitor work product, and any other operational needs of the agency.

1. **Initiation:** Employees wishing to work at home shall contact their supervisor and discuss the work to be done and the need to be away from the normal work site.
2. **Duration:** An agreement may be terminated at any time by the employee or by the supervisor due concerns related work quality, productivity, customer service, or communication , or that the operational needs have changed and the employee is needed at work or the event that lead to the STT has ended and normal operations have resumed.
3. **Work Scheduling:** The employee and supervisor will establish a written schedule specifying the number of work hours, days and locations of work.
4. **Performance Standards/Work Activities:** STT agreements covering more than three days require a written plan. The Supervisor will establish a written list of tasks and objectives, expected completion times and/or dates, and standards to measure the completed work product. Expectations and standards must be explained and acknowledged by the employee. Written agreements will specify when and how supervisory reviews of work progress and products will be conducted and documented.

Privacy policy and standards will be adhered to during the transportation, storage and communication of any work resource or product. The employer will provide the employee with materials and supplies necessary to complete work assignments, to the extent possible, based on need and availability.

These basic considerations will be contained or referenced in STT agreements. The agreements must be jointly signed by the employee, supervisor, and appointing authority, or designee, when required. All STT agreements will contain the anticipated work schedule and assignments.

(See Attachment 1, "Sample Agreement" made part of this bulletin.)

Questions regarding this directive may be directed to Nicole Rute at (608) 267-1019 or Nicole.Rute@wisconsin.gov.

A handwritten signature in black ink, appearing to read 'Malika S. Evanco', written over a horizontal line.

Malika S. Evanco, Administrator
Division of Personnel Management

SAMPLE – SHORT-TERM TELECOMMUTING AGREEMENT

Employee Name: _____ **Title:** _____
Supervisor: _____ **Department:** _____

This document specifies the details of an individual’s telecommuting work arrangement with their agency. Individuals should read the Telecommuting Policy before signing. When all signatures are present, the employee is authorized to begin telecommuting. **This Telecommuting Agreement may be discontinued by either the employee or the agency at any time without cause.**

I. Telecommuting Duration, Schedule, Work Hours, & Designated Workplace

A. Telecommuting Duration & Days

Begin Date: _____ End Date: _____
Days of the Week (check all that apply): Monday Tuesday Wednesday Thursday Friday

B. Telecommuting Hours

Core Working Hours: Begin: _____ End _____ Lunch/Break: Begin: _____ End _____
Call-in procedures for variance from schedule

C. Designated Workplace

Street Address _____
City _____ State _____ Zip _____
Employee Contact Phone: _____

If personal phone number, employee and supervisor authorize the following people to have this number and to contact the employee for business purposes only on telecommuting days:

Other designated directions/procedures/emergency contacts:

II. Work Assignments

Work Assignments

(Identify specific list of tasks, objectives, dates for completion, and how work assignments will be transferred. Identify what mechanisms will be used to ensure work is completed, and when and how supervisory reviews of work progress and products will be conducted and documented.)

III. Telecommunications & Equipment Costs

Employee acknowledges that employee is responsible for providing all telecommunications, workspace and equipment needed for short-term telecommuting and is solely responsible for these costs under this agreement. The employee is also responsible for ensuring that the employee’s computer and/or internet connection to any State network complies with all IT security requirements of the Agency.

(Note any expenses which the employer will cover and use of agency telephone credit card when making long distance phone calls from home. Note any equipment the employer will provide any commitment of resources to connect computers to office, etc.)

IV. Confidentiality of Data & Records Management

The employee shall take all necessary measures, including those listed below, to ensure confidentiality of data and to preserve and retain records. The employee will
Comply with all State Laws, Administrative Codes, State policies, and agency specific policies regarding record retention, storage, and confidentiality.

V. Signature

By signing below, the employee agrees that s/he has received, has read, understands, and will abide by the Telecommuting Policy & Procedures, that s/he will participate and complete program training, surveys, and other evaluation measures, and certifies that s/he understands the policies and procedures of the Telecommuting Program, including the specific provisions listed above.

Personal Waiver of Liability to Comply with Requirements of Temporary Work at Home Policy. In consideration for being allowed to work at home, and except as otherwise provided by law, I and my heirs and

assigns hereby agree to release the State of Wisconsin and [agency] and all its officers, employees, and agents from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description including injury, death, or damage to my property, which arises out of, in connection with, or occurs during my participation in this program.

I understand that I am subject to all work rules during the period of this agreement and all injuries should be reported promptly to my supervisor.

I understand and agree to the terms and conditions of this authorization. I also understand that any changes in the work arrangement must be in writing and must be signed by the employee, supervisor, and appropriate management representative.

EMPLOYEE SIGNATURE

DATE SIGNED

SUPERVISOR SIGNATURE

DATE SIGNED

APPOINTING AUTHORITY SIGNATURE (if required)

DATE SIGNED