

# Wisconsin Human Resources Handbook

## Chapter 748

### Remote Work

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#### **Sec. 748.010 Introduction**

The purpose of this chapter is to provide guidance to agencies and appointing authorities to develop and implement Remote Work policies for employees. All policies developed are intended to ensure that all employees are treated equitably and consistently in the matter of scheduling. Remote Work policies for represented Public Safety Employees – employees in positions classified as State Troopers and State Patrol Inspectors – may be impacted by their collective bargaining agreement.

#### **Sec. 748.020 Statutory and Rule Authority**

1. “It is the policy of the state to ensure its employees opportunities for satisfying careers and fair treatment based on the value of each employee’s services.” s.230.01(2)(d), Wis. Stats.
2. “The administrator is charged with the effective administration of this chapter. All powers and duties, necessary to that end, which are not exclusively vested by statute in the commission, the division of equal rights, the director or appointing authorities, are reserved to the administrator.” s.230.04(1), Wis. Stats.
3. “[E]mployment practices which provide flexibility in scheduling hours of work often result in increased worker production, reduced absenteeism, improved employee morale and a more economical and efficient use of energy, highways and other transit systems.” s. 230.215(1)(a), Wis. Stats.
4. “[I]t is the intent of the legislature that all agencies of state government participate in developing and creating flexible-time schedules, additional permanent part-time positions and other alternative work patterns in order to maximize, in a manner consistent with the needs of state service, the employment options available to existing and potential state employees.” s. 230.215(1)(d), Wis. Stats.

#### **Sec. 748.030 Definitions**

For purposes of this chapter, terms are defined as follows:

1. “Alternate work site” means an approved work site that is not the employee’s headquarters. In most cases, the alternate work site will be an employee’s home.

2. “Headquarters” means the designated physical location of the employee’s permanent work site, as determined by the appointing authority in the best interest of the state. State of Wisconsin Compensation Plan F-1.03
3. “Headquarters City” means the area within the city, town, or village limits where an employee’s permanent work site is located and the area within a radius of 15 miles (based on odometer mileage) from the employee’s permanent work site. The appointing authority or designee shall determine the employee’s permanent work site in the best interest of the state. See 20.916(9)(a)2., Wis. Stats. State of Wisconsin Compensation Plan Section F-1.04
4. “Formal Remote Work Arrangement” refers to established, indefinite arrangements expected to last longer than six months.
5. “Mobile worker” means an employee who travels continuously for work or who performs work at multiple locations such as a field locations or other sites. The headquarters location for a mobile worker may be their home or some other alternative location as designated by the appointing authority.
6. “Remote worker” means an employee who has an agreed upon voluntary remote work arrangement during which they are expected to work at an alternate work site on a part time or full-time basis rather than their assigned headquarters which is a permanent state owned or leased facility.
7. “Mandated remote worker” means an employee who is assigned to work from home or alternative location as a condition or expectation of their appointment.
8. “Remote Work” refers to a work flexibility arrangement under which an employee performs the duties and responsibilities of their position, and other authorized activities as determined by the supervisor, from an approved alternate work site other than the employee’s assigned headquarters one or more days per week on a standard and recurring basis.
9. “Scheduled Remote Work” means regular work away from the employee’s headquarters location, one or more days per week, at home or another alternate work site. This is typically an arrangement that permits employees to regularly work off-site part of a work week. An example would be an employee who works a full forty-hour work week, with four days of work being performed in the office and one day of work being performed at an alternate work site. Typically, the days of work performed in the office and at the alternate work site would be set day/s of the week. Requests for scheduled remote work require formal written agreement signed by the employee and the supervisor and sent to HR for placement in the employee’s personnel file. (*See Attachment #1 for a sample form.*)
10. “Occasional Remote Work” means periodic work away from the employee’s main office on a non-standard or non-recurring basis. This type of work is approved on a case-by-case basis at the discretion of the supervisor. Examples of this type of work would include assignments that require uninterrupted blocks of time for drafting or reviewing reports. For an occasional remote work request up to three consecutive days, the employee and supervisor will discuss the request and verbal approval may be granted, provided the employee meets the eligibility requirements and criteria contained in this policy.
11. “Short-Term Remote Work” means a temporary remote work arrangement of up to six months. Employees on a short-term remote work 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. Requests for remote work of **four days to two weeks** (ten consecutive workdays) require formal written agreement signed by the employee and the supervisor and sent to HR for placement in the employee’s personnel file. (*See Attachment #1 for a sample form.*)

## Sec. 748.040 Remote Work

This handbook chapter provides guidance for agencies to establish policies for administering short-term and formal remote work programs. It does not address occasional or ad hoc remote work that may be permitted in accordance with agency policies. Agencies may choose to partner and establish regional human resources policies in lieu of or in addition to agency human resources policies. In such cases, the agency references in this chapter also apply to HR shared services (HRSS) regions.

Remote work refers to a work flexibility arrangement under which an employee performs the duties and responsibilities of their position, and other authorized activities as determined by the supervisor, from an approved alternate worksite other than the employee's assigned headquarters one or more days per week on a standard and recurring basis. It does not include fieldwork. An approved alternate worksite may be the employee's home or other location. Remote work agreements are formalized and reviewed on a continual basis; it is recommended that this review take place as part of the employee's annual performance evaluation.

The employee and their supervisor shall meet periodically to discuss the work tasks to be performed by the employee. While working at the alternate work site, the employee's supervisor may require a daily work log for the employee to establish and record the results of measurable work tasks.

Short-term remote work refers to arrangements up to six months in duration. Short-term remote work agreements may be useful during emergency situations such as a pandemic or building closure, when the state needs to maintain operations while minimizing risk to employees. Agencies are encouraged to consider implementing a short-term remote work policy or incorporating a section into their formal remote work policy that can be used during a critical event to ensure the maintenance of mission essential functions.

Nothing in this policy creates an entitlement or right for an employee to use occasional remote work, short-term remote work or scheduled remote work. While agency employees who meet performance goals and expectations are generally eligible for consideration to participate, the duties and responsibilities of some positions may preclude participation in a remote work program. Because the circumstances may vary depending on the employee's situation, each request will be handled on a case-by-case basis. This policy is not intended to accommodate space challenges or temporary employment.

### Agency Policy Requirements

Agency remote work policies must include and/or comply with the following:

1. Request, approval, and agreement procedures for both short-term and formal remote work arrangements.
2. Reasonable notice must be given, where practicable or unless by mutual agreement, before changing or ending an approved remote work agreement. Reasonable notice in this case is at least five (5) working days. In limited circumstances, an approved remote work agreement may be ended sooner with HR approval.
3. Agency policies will be administered in accordance with the provisions of the Fair Labor Standards Act (FLSA), 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.
4. Agency policies must comply with all applicable risk management, [Division of Enterprise Technology Security Policies and Standards](#) as well as any applicable agency IT Acceptable Technology Use policies. Agencies must also consider risk management guidance and other relevant risk management resources available from the [Department of Administration's Bureau of Risk Management](#). Confidential information regularly accessed from off-site by the employee and the integrity of that information must be secured in accordance with information security policies. Personal devices may not be used to access such information unless defined differently within agency desktop support policies and processes. The security of confidential information is critical and of utmost concern. Remote employees, like all state employees, are expected to

adhere to all applicable laws, rules, regulations, policies, and procedures regarding information security. Failure to keep information secure may result in the termination of the employee's Remote Work Agreement.

5. Agency property and equipment used and maintained at the alternate work site shall be covered by the agency's self-insurance coverage in the same manner as if the property was in a State of Wisconsin office facility. The agency's self-insurance does not provide coverage for a remote employee's personal property or residence. The agency will provide the employee(s) with the information technology equipment and/or technology required to perform their assigned work duties at the employee's alternate work site. Any such information technology equipment and/or technology must be procured by the employee from their agency prior to using it from their alternate work site; equipment will not be shipped to the employee's alternate work site.

The agency retains sole discretion with respect to decisions related to the type, nature, function and/or quality of electronic hardware and computer software. All software and hardware peripherals used with agency equipment must be approved prior to installation to ensure the security and integrity of agency computer equipment, systems, and data. The employee will use a surge protector with agency-furnished hardware.

It is intended that access to and use of equipment, software, data, supplies, materials, records and documents provided by the agency for employee use at the alternate work site shall be limited to employees for appropriate agency business purposes, including self-development, training and work tasks assigned to the employee. No confidential hard-copy documents or information shall be taken to the alternate work site. All equipment, software, data supplies, materials records and documents shall be kept in the designated work area at the alternate work site in a secure condition, free from hazards and accessible only to authorized personnel.

Agency-owned hardware, software, equipment, data, and supplies are to be used exclusively for state business and shall not be used for the private use or benefit of the employee. All data, reports, products, documents, programs, and intellectual property created by an employee utilizing agency equipment are the sole property of the agency. In the event any state equipment malfunctions, is stolen, or needs replacement, repair or maintenance, the employee must contact her/his supervisor immediately. The agency will be responsible for its replacement, repair or maintenance if the employee has provided the proper care and safety of the equipment. If repairs will take some time, the employee may be required to report to the main office until the equipment is usable.

Employees should have no expectation of financial compensation for any home office costs including, but not limited to, internet access or personal phone usage.

Misuse of equipment and/or technology may result in the termination of the employee's Remote Work Agreement.

6. With regard to the reimbursement of expenses, agency policies must refer to Section F-8.00 of the State of Wisconsin Compensation Plan which provides that employees who are headquartered in a city in which the expense occurs shall be reimbursed for their actual, reasonable and necessary expenses incurred in the discharge of official duties only on the approval of the appointing authority or designee. This does not apply to travel between an employee's residence and the city in which the employee is headquartered, which shall not be reimbursable. Parking charges incurred in headquarters city resulting from daily trips from an individual's residence to the headquarters are not reimbursable unless the conditions enumerated in AG Opinion 61 OAG 210 are met. Those conditions are:
  - (a) The expense must be actually incurred in connection with the discharge of official duties;
  - (b) The expense incurred must be reasonable;
  - (c) The expense must be necessarily incurred in connection with the discharge of official duties;
  - (d) The appointing authority or designee must approve the reimbursement.

7. Remote work does not affect or change an employee's conditions of employment, salary, or benefits. The identification or resolution of any federal or state tax deductions and obligations, insurance coverage needs, or other legal or financial matters arising from the use of an employee's residence or participation in the program are the sole responsibility of the employee.
8. 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 first obtaining approval from their agency in advance of the night, weekend or overtime work being performed.
9. In all cases of remote work, the employee will be covered by the agency's work rules, policies, and procedures, and the Code of Ethics. Failure to comply with policies or procedures, and/or violations of work rules and/or the Code of Ethics may result in termination of the employee's Remote Work Agreement.
10. Work-related injuries must be reported to the supervisor as soon as practicable. If an employee incurs a work-related injury while working remotely, worker's compensation laws and rules apply just as they would if such an injury occurred in the main office, however each situation will be reviewed by DOA Risk Management on a case-by-case basis to determine compensability. If an employee does incur an injury arising out of their employment and in the course of their employment, they should notify their supervisor immediately.
11. Employees on a Remote Work Agreement must be reachable by customers, co-workers, managers, supervisors, and agency leadership, by the means and methods as determined by the supervisor during their normal work hours. With 12 hours' notice the employee may be called into the office when necessary to meet operational needs. The agency reserves the right to alter the employee's schedule of work, including the denial of the employee's ability to work at the alternate work site during any work week, if the employee's immediate supervisor believes that such action is required to meet the agency's operational requirements.
12. Sick leave and other paid time off may be used during a Remote Work Agreement, subject to the same notification, approval, and reporting requirement as if the employee were working at their assigned headquarters.
13. Agency employees or agents may make on-site visits at the employee's alternate work site for conferring with the employee, and/or maintaining, repairing, inspecting, and/or retrieving agency equipment, materials, software, supplies, data, records and/or documents. If legal action would be necessary to regain possession of agency equipment, materials, software, supplies, data, records and/or documents, the employee will be responsible to pay the legal costs incurred by the agency, including attorney's fees, should the agency prevail.
14. Employees may not host business functions or visitors at their home during the hours of the Remote Work Agreement.
15. Remote work may not be used to provide child or other dependent care needs during an employee's work hours. While performing work at the alternate work site, the employee is not to provide primary supervision to children, sick or incapacitated persons, or any other persons who may require frequent or constant attention and assistance.

#### **Sec. 748.050 Employee Eligibility**

There are a variety of factors agencies must consider when determining which employees will be eligible to participate in remote work programs. Additional consideration should be given to each of the following:

1. Job Responsibilities and Contacts
  - a. Does the employee's job lend itself to working from an alternate worksite?

- b. Do the employee's job duties require being physically located at the primary worksite to provide face-to-face services to internal and external customers?
  - c. Is the employee required to be at the primary worksite on a regular basis for meetings, teleconferences, etc.?
  - d. Does the employee's job involve fieldwork or travel?
  - e. Would remote work cause an undue burden to employees who remain at the primary worksite?
2. Job Knowledge and Reference Materials
    - a. Does the employee have the necessary knowledge to perform the required job tasks at an alternate location?
    - b. Does the employee need close supervision or input from others that is only available at the worksite?
    - c. Does the employee need to be present at the primary worksite to access reference materials or resources to accomplish job activities?
3. Employee Characteristics and Performance
    - a. Is the employee reliable in completing work assignments?
    - b. Is the employee motivated and self-directed?
    - c. Does the employee demonstrate an ability to establish priorities and effectively manage their time?
    - d. Does the employee have any performance-related issues?
4. Equipment and Supplies
    - a. Is there a burden for the division to provide necessary equipment and supplies at the alternate worksite in order for the employee to accomplish work activities?
    - b. Does the employee have adequate hardware components in place if a connection to the Local Area Network/mainframe is required?
    - c. Does the employee have adequate internet and communication access to accomplish work activities in a timely manner?
    - d. Will the employee establish and maintain an acceptable and safe alternate worksite?
    - e. Can the employee establish, operate and maintain the home office and equipment at the alternate worksite?
5. Information Security and Confidentiality
    - a. What portion of the job responsibilities uses secured or otherwise confidential information?
    - b. Is the employee able to abide by security and confidentiality policies if information is taken to or accessed from the alternate worksite?

## Sec. 748.060 Additional Considerations for Remote Work

While establishing remote work policies and procedures and reviewing requests for remote work, a variety of factors should be considered by agencies.

### 1. Assignment of Employee Headquarters:

- a. **Remote Worker** – The headquarters of an employee who voluntarily works remotely and not as a condition or expectation of the appointment or position will be the assigned headquarters of the position. The alternate work site does not become the employee's headquarters. Pursuant to Section F-1.04 of the State Compensation Plan, the appointing authority or designee shall determine the employee's permanent work site (i.e., their headquarters) in the best interest of the state. (See s. 20.916(9)(a)2., Wis. Stats.)
- b. **Mandated Remote Worker** – The headquarters of an employee who is assigned to work from home or an alternative location as a condition or expectation of their appointment will be considered headquartered at the employee's home or alternative work location.

- c. **Mobile Worker** – The headquarters of an employee who travels continuously for work or who works at multiple locations such as field locations or other sites may be assigned to an agency office, their home, or alternative location depending on the situation.

## 2. Out-of-State Work

State of Wisconsin employees are generally expected to work within the State of Wisconsin. Employees may have a work location outside of Wisconsin when required by the job or in limited circumstances where employees receive advance approval to work out-of-state. If an agency has a need for an employee(s) to work outside of the State of Wisconsin, the agency must first have approval from the agency head and agency HR manager (who will coordinate with Central Payroll) before hiring or allowing an existing employee to regularly perform their assigned duties from an out-of-state location.

When employees work out-of-state, in addition to other remote work considerations, employees and agencies should consider the following compliance related impacts:

- a. **Workers' Compensation** –Employees working remotely are covered by workers' compensation for job-related injuries that occur in the course and scope of employment. Employees working remotely must report any work-related illness or injury to their supervisor immediately.
- b. **Unemployment Insurance** –Employees working remotely who work outside of Wisconsin are not covered by Wisconsin Unemployment Insurance unless there is a reciprocal coverage arrangement in place with that state. Employees who work in a state outside of Wisconsin may be covered by an unemployment insurance program in the state in which they work.
- c. **Out-of-state Tax Withholding** – Both the employee's work location and the location of the employee's residence may trigger state withholding, depending on state law. Prior to approving an employee to work out-of-state, agencies will need to contact Central Payroll to discuss the specifics of the situation.
- d. **Compensation and Exemption from Overtime** – Compensation for remote employees follows the same compensation policies and guidelines as established by the State of Wisconsin Compensation Plan, civil service rules, or applicable collective bargaining agreement language.
- e. **Health Insurance and Benefit Impacts** – Eligibility for health insurance plans varies based on work location and home address as established by the Wisconsin Group Insurance Board.

## 3. Travel

Determining whether time spent in travel counts as hours worked depends upon the kind of travel involved. In general, travel from home to a work site before the employee's regular workday and to the employee's home from a work site at the end of the workday is not considered work time. Please refer to [Wisconsin Human Resources Handbook Chapter 520](#) for more information on what types of travel are considered work time. Provisions governing reimbursement for work-related travel and associated expenses can be found in Section F of the State of Wisconsin Compensation Plan.

### Sec. 748.070 Documentation

As outlined above, agencies may require employees to submit requests for a remote work arrangement using an official agency form. Remote Work Agreements must be in writing and will address factors such as: schedule of remote work, 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. (See Attachment #1 for a sample form.) Remote Work Agreements will be placed in the employee's personnel file.

### **Sec. 748.080      Records Retention While Working Remotely**

Records are defined in s. 16.61(2)(b), Wis. Stats., as, "all books, papers, maps, photographs, films, recordings, optical discs, electronically formatted documents, or other documentary materials, regardless of physical form or characteristics, made or received by any state agency or its officers or employees in connection with the transaction of public business..." Wisconsin Statute s. 19.21(1) specifies that public records include, "all property and things received from the officer's predecessor or other persons and required by law to be filed, deposited, or kept in the officer's office, or which are in the lawful possession or control of the officer or the officer's deputies."

Employees working remotely from an approved alternate worksite have the same responsibility for managing records generated or received in the course of their work as if they are working in their official agency office. Any applicable statewide General Records Schedule or agency specific Record Disposition Authorization will be followed. Employees are responsible for ensuring all records created or received while working remotely remain in their custody at all times, and that the proper safeguards are in place to protect records. Unauthorized individuals (e.g., non-government employees, family members, etc.) are not permitted to handle agency records. All business should be conducted utilizing state issued devices. In the instance work is completed using a device not issued by the State of Wisconsin, the employee must return or electronically transmit all records back to the official worksite and incorporate those records into the official recordkeeping of the agency. The employee should also be advised that use of a personally owned device (e.g., computer, smartphone, etc.), to conduct state business may subject the device(s) to open records requests. As a result, the employee may be required to provide access to the personally owned device for the purpose of searching for and collecting records information.

### **Sec. 748.090      Administrative Information**

This handbook chapter was created in August 2023 to establish the guidelines and provisions for remote work in a Wisconsin Human Resources Handbook Chapter separate from WHRHC 746 regarding Alternative Work Patterns, and to update various terminology and definitions.



ATTACHMENT #1

SAMPLE REMOTE WORK AGREEMENT

Employee Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Supervisor: \_\_\_\_\_ Department: \_\_\_\_\_

This document specifies the details of an individual's remote work arrangement. Individuals should read the Remote Work Policy before signing. When all signatures are present, the employee is authorized to begin working remotely. **This Remote Work Agreement may be discontinued by either the employee or the agency at any time without cause.**

*Please return completed and signed form to your immediate supervisor.*

**I. Remote Work Duration, Schedule, Work Hours, & Designated Workplace**

**A. Remote Work Duration & Days**

Type of Remote Work:  Short-Term (Less than six months)  Formal (Greater than six months)  
Begin Date: \_\_\_\_\_ End Date: \_\_\_\_\_  
Days of the Week (check all that apply):  Monday  Tuesday  Wednesday  Thursday  Friday

**B. Remote Work Hours**

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

When an employee will be available for phone contact:

**C. Designated Workplace**

Street Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Employee Contact Phone: \_\_\_\_\_  
Employee Headquarters: \_\_\_\_\_

Employee and supervisor authorize the following people to have this number and to contact the employee for business purposes only on remote workdays:

Other designated directions/procedures/emergency contacts:

**ATTACHMENT #1 cont.**

**NOTES:**

The agency has the right to inspect the premise with reasonable notice and reserves the right to inspect the premises post-injury. The agency reserves the right to investigate circumstances associated with third-party subrogation claims.

Prohibited at-home activities while working remotely include, but are not limited to:

- Non-work activities, including basic homemaking tasks such as dishes, laundry, etc.
- Employees may not host business functions or visitors in their home during the hours of the remote work arrangement.
- Remote work may not be used to provide child or other dependent care during an employee's work hours.

The employee should take personal leave time to accommodate personal business at their home and should notify the supervisor of this leave time.

All work rules apply to the remotely working employee. All injuries must be reported by the employee to the supervisor as soon as practicable.

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**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.)

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**III. Telecommunications & Equipment Costs**

Employee acknowledges that employee is responsible for providing all telecommunications, workspace and equipment needed for remote work and is solely responsible for these costs under this agreement. As a voluntary program, employees should have no expectation of financial compensation for any home office costs, including but not limited to, internet access or personal phone usage. 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 and any commitment of resources to connect computers to office, etc.)*

**ATTACHMENT #1 cont.**

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**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.

Other:

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**V. Signature**

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

I further acknowledge that while working remotely I am subject to all [agency] policies and procedures, including State of Wisconsin work rules.

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.

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EMPLOYEE SIGNATURE

DATE SIGNED

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SUPERVISOR SIGNATURE

DATE SIGNED

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APPOINTING AUTHORITY SIGNATURE (if required)

DATE SIGNED

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